



# 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 April 2, 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 9:00 AM**      **CALL TO ORDER**  
ROLL CALL – Clerk of the Board  
INVOCATION – Chad Fagundes – Koinonia Church  
PLEDGE OF ALLEGIANCE
- II 9:00 AM**      **UNSCHEDULED APPEARANCES**  
*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.*
- III 9:05 AM**      **EMPLOYEE RECOGNITION – Rebecca Campbell/David Robinson**  
Presentation to Renae Thayer, Accounting Technician, from the Sheriff's Office for being selected as Outstanding Employee of the 1<sup>st</sup> Quarter, 2019.
- IV 9:10 AM**      **CONSENT CALENDAR**  
*All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.*
- A. Approval of the Minutes: March 26, 2019**
- B. County Counsel:**  
Consider adopting a Resolution supporting balanced energy solutions which will provide the County with the decision-making authority and resources needed to achieve the state's climate goals.
- C. Sheriff's Office:**
1. Consider authorizing the Chairman to sign an Indemnification Agreement with the City of Hanford for Animal Services assistance by the Sheriff's Office within Hanford city limits.
  2. Consider authorizing the Purchasing Manager to sign a purchase order with Real Time Networks for the purchase of a key management system for the Jail and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
  3. Consider authorizing the Purchasing Manager to sign a purchase order with Tek84 Engineering Group, LLC for one body scanner to maintain security within the Jail.

**V**

**REGULAR AGENDA ITEMS**

- 9:15 AM A. Behavioral Health Department – Lisa Lewis/Unchong Parry**  
1. Consider authorizing the Chairman to sign the Substance Use Disorder Programs Agreement with Champions Recovery Alternative Programs, Inc. for Fiscal Years 2018-2019 and 2019-2020.  
2. Consider authorizing the Chairman to sign amendments to Agreements with Champions Recovery Alternative Programs for Substance Abuse Treatment Programs and Primary Prevention Programs, Perinatal Residential Treatment Services, Outpatient Drug Free Substance Use Disorder Treatment, Intensive Outpatient Treatment, Celebrating Families (Substance Use Disorder Prevention) and Collaborative Justice Treatment Court Drug Testing.
- 9:20 AM B. District Attorney’s Office – Keith Fagundes/Philip Esbenshade**  
Consider adopting a Resolution designating the week of April 7-13, 2019 as Kings County Crime Victims’ Rights Week.
- 9:25 AM C. Department of Finance – James Erb**  
Consider authorizing the Chairman to sign a sole source Agreement with Capital Partnerships, Inc. for ONESolution implementation support in an amount not to exceed \$295,092 for a contract term through June 30, 2020.
- 9:30 AM D. Sheriff’s Office – David Robinson**  
Consider adopting a Resolution declaring April 2019 as National Donate Life Month in Kings County.
- 9:35 AM E. Administration – Rebecca Campbell**  
Consider appointing one member to the Agricultural Advisory Committee.

**VI**

**STUDY SESSION**

- 9:40 AM F. Administration – Rebecca Campbell**  
Information regarding Habitat for Humanity’s mission and activities within Kings County.

**VII 9:50 AM**

**G. Board Member Announcements or Reports**

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

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

**VIII 9:55 AM H. CLOSED SESSION**

- ◆ **Litigation initiated formally.** The title is: *John Cox v. Alex Padilla, et al. Case No. 34-2019 -80003090* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
  - Public Employment:*
  - Title: County Counsel*
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
  - Public Employment:*
  - Title: Registrar of Voters*
- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
  - Negotiator: Rebecca Campbell
    - **Detention Deputies' Association**
    - **Probation Officers' Association**
    - **Blue Collar SEIU Local 521**
    - **Firefighters' Association**
    - **Prosecutors' Association**

**IX I. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for April 9, 2019, at 9:00 a.m.

**X 11:00 AM J. CALIFORNIA COMMUNITY HOUSING AGENCY – REGULAR MEETING**

***FUTURE MEETINGS AND EVENTS***

April 9	9:00 AM	Regular Meeting
April 9	11:00 AM	California Public Finance Authority Regular Meeting
April 16	9:00 AM	Regular Meeting
April 23	9:00 AM	Regular Meeting
April 23	11:00 AM	California Public Finance Authority Regular Meeting
April 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
April 23	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
April 30	9:00 AM	Regular Meeting

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 2, 2019

**SUBMITTED BY:** Administration – Rebecca Campbell  
Sheriff's Office – Dave Robinson

**SUBJECT:** PRESENTATION TO THE EMPLOYEE OF THE QUARTER

**SUMMARY:**

**Overview:**

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

**Recommendation:**  
**Presentation only.**

**Fiscal Impact:**

The recognized employee will receive \$300, which will come from the General Fund in Budget Unit 111000 Account 82228125.

**BACKGROUND:**

Renaë Thayer will be presented with a certificate as the Employee of the Quarter. Ms. Thayer single handedly issues and maintains all communication lines for the Sheriff's Office, which includes over 140 cellular phones and more than 60 laptop computers assigned to deputies. She provides troubleshooting for all phone issues and will drop whatever she is working on to make sure that the employees phones are fully functioning, even if this means spending large amounts of time on the phone with the service provider. In the last six months, she has helped in the transition process from AT&T to First Net, which will save the County thousands of dollars in communication expenses over the next few years. The Employee Recognition Committee requests your Board honor Ms. Thayer for going above and beyond as an employee of Kings County and as an outstanding public servant.

**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.



# Kings County Board of Supervisors

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## Action Summary

### March 26, 2019

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

<b>Chairman:</b>	Joe Neves	(District 1)	<b>Staff:</b>	Rebecca Campbell, County Administrative Officer
<b>Vice Chairman:</b>	Doug Verboon	(District 3)		David Prentice, Interim County Counsel
<b>Board Members:</b>	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 B 1** CALL TO ORDER  
ROLL CALL – Clerk of the Board  
INVOCATION – Sylvia Gaston – Koinonia Church  
PLEDGE OF ALLEGIANCE  
ALL MEMBERS PRESENT
- II B 2** UNSCHEDULED APPEARANCES  
*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.*  
None
- III B 3** WOMEN'S HISTORY RECOGNITION – Rebecca Campbell/Kyria Martinez/ Board of Supervisors  
Consider adopting a Resolution declaring March 2019 as Women's History Month in Kings County and recognizing five women making a difference in Kings County. [Reso 19-024]  
ACTION: APPROVED AS PRESENTED (CP/DV/RV/RF/JN-Aye)
- IV B 4** CONSENT CALENDAR  
*All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.*
- A. Approval of the Minutes: March 19, 2019**
- B. Department of Child Support Services:**
1. Consider authorizing the Director of Child Support Services to sign a Plan of Cooperation with the California Department of Child Support Services.
  2. Consider authorizing the Chairman to sign an amended Memorandum of Understanding between the Department of Child Support Services and the Public Works Department and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. (4/5 vote required) [Agmt 18-059.1]

**CONSENT CALENDAR CONTINUED**

- C. Library:**  
Consider authorizing Library Fine Forgiveness Week during National Library Week on April 7-13, 2019 and Food For Fines Week on November 3-9, 2019 and authorizing the Library to waive fees on overdue fines for library materials and lost library cards.
- D. Administration:**
1. Consider denying the claim for damages filed by Borealis, LLC and authorizing County Counsel to notify the claimant of the action.
  2. Consider authorizing the Chairman to sign the first amendment to Agreement No. 14-048 with Vanir Construction Management Incorporated for the SB 1022 Jail Phase III project. [**Agmt 14-048.1**]
- ACTION: CONSENT CALENDAR APPROVED AS PRESENTED (RF/DV/RV/CP/JN-Aye)**

**V**

**REGULAR AGENDA ITEMS**

- B 5**
- A. Human Services Agency – Sanja Bugay/Antoinette Gonzales**
1. Consider authorizing the Chairman to sign an Agreement with Reading and Beyond to provide a CalFresh Employment and Training program from March 1, 2019 to September 30, 2021. [**Agmt 19-020**]  
**ACTION: APPROVED AS PRESENTED (DV/RF/RV/CP/JN-Aye)**
  2. Consider adopting a Resolution proclaiming the month of April 2019 as a Child Abuse Prevention Month in Kings County. [**Reso 19-025**]  
**ACTION: APPROVED AS PRESENTED (RF/CP/RV/DV/JN-Aye)**
  3. Consider authorizing the advanced step hire of Jamie Reyes as a Social Services Supervisor – Child Protective Services for the Human Services Agency at Salary Range 226.0, Step 4.  
**ACTION: APPROVED AS PRESENTED (DV/CP/RV/RF/JN-Aye)**
- B 6**
- B. Community Development Agency - Greg Gatzka/Chuck Kinney**  
Consider providing written comments to California Department of Housing and Community Development on their draft Community Development Block Grant Program guideline changes.  
**ACTION: APPROVED AS PRESENTED (DV/RV/CP/RF/JN-Aye)**
- B 7**
- C. Administration – Rebecca Campbell**
1. Consider authorizing the Chairman to sign the letter of support for a new compact between the State of California and Santa Rosa Rancheria.  
**ITEM WILL BE BROUGHT BACK ON A FUTURE AGENDA WITH AN AMENDED LETTER TO THE STATE**
  2. Consider setting the salary for Sheriff David Robinson to be effective March 25, 2019.  
**ACTION: APPROVED AS PRESENTED (RV/DV/CP/RF/JN-Aye)**

**VI**

**STUDY SESSION**

- B 8**
- D. Administration – Rebecca Campbell**  
Information regarding industrial hemp.  
**INFORMATION ONLY**

**VII**

**PUBLIC HEARING**

- B 9**
- E. Administration – Rebecca Campbell**  
**California Public Finance Authority – Caitlin Lanctot**  
Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for Centro De Salud De La Comunidad De San Ysidoro, Inc. [**Reso 19-026**]  
**Supervisor Neves opened the public hearing, no testimony was received and the public hearing was closed.**  
**ACTION: APPROVED AS PRESENTED (RF/DV/RV/CP/JN-Aye)**

**B 10**

**F. Administration – Rebecca Campbell**

**California Public Finance Authority – Caitlin Lanctot**

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for Hope on Broadway Apartments. [Reso 19-027]

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

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

**B 11**

**G. Administration – Rebecca Campbell**

**California Public Finance Authority – Caitlin Lanctot**

Conduct a public hearing under the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code of 1986 and consider adopting a Resolution approving the tax-exempt financing and issuance of obligations by the California Public Finance Authority for St. Anton Tasman Apartments. [Reso 19-028]

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

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

**VIII B 12**

**H. Board Member Announcements or Reports**

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

**Supervisor Fagundes thanked staff and the Board for the presentations to the recipients today for Women making a difference in Kings County.**

**Supervisor Neves stated that he attended the City/County Coordinating meeting on March 20, 2019, attended the CalViva Finance Committee meeting and the South Fork Kings Water meeting on March 21, 2019, attended the retirement party for Dinah Turpin from the Human Services Agency on March 22, 2019, attended the Kings County Agricultural Advisory Committee/Kings County Water Commission combined meeting on March 25, 2019, continues to announce baseball and softball Lemoore High School and stated that Lemoore Middle College High School won the U.S. Academic Decathlon Division 4 National Championship as the Small School representatives.**

- ◆ Board Correspondence: None
- ◆ Upcoming Events: **Rebecca Campbell stated that the Kings County Commission on Aging Pancake Breakfast fundraiser at Applebee's on March 31, 2019, Veterans of Foreign Wars Corn Hole Tournament on April 20, 2019 at Hanford Civic Park, Annual Hanford Chamber of Commerce Recognition Dinner on April 24, 2019 at the Hanford Civic Auditorium, the Employee Appreciation BBQ on May 7, 2019 and the Peace Officers Memorial on May 15, 2019 at the Kings County Government Center, Senior Health Fair at Hanford Civic Auditorium sponsored by the Commission on Aging on May 22, 2019 from 9:00 a.m. to 1:00 p.m. and the Child Abuse Prevention walk on April 9, 2019 at 6:00 p.m.**
- ◆ Information on Future Agenda Items: **Rebecca Campbell stated that following items would be on a future agenda: Behavioral Health Substance Use Disorders (SUD) program contracts with Champions, Administration SB 81 Round Two Juvenile Center remodel project plans, specifications and advertising, Administration study session on Habitat for Humanity, Administration Reorganization for the Elections Department, Department of Finance ACTTC Capital Partnership Agreement, District Attorney Crime Victims Rights Week, Administration/Community Development strategic plan for Kings County outreach efforts for the Census 2020 and award of contract.**

**IX B 13**

**I. 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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- ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation. 2 cases** [Govt. Code Section 54956.9(d)(4), (e)(1)]  
**REPORT OUT: David Prentice, Interim County Counsel stated that no reportable action was anticipated today.**

**X B 14J.**

**ADJOURNMENT**

The next regularly scheduled meeting is scheduled for April 2, 2019, at 9:00 a.m.

**XI 11:00 AM K. CALIFORNIA PUBLIC FINANCE AUTHORITY – REGULAR MEETING**

**XII 1:15 PM L. HOUSING AUTHORITY BOARD OF COMMISSIONERS- SPECIAL MEETING**

**XIII 2:00 PM M. IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY-MEETING CANCELLED**

***FUTURE MEETINGS AND EVENTS***

April 2	9:00 AM	Regular Meeting
April 9	9:00 AM	Regular Meeting
April 9	11:00 AM	California Public Finance Authority Regular Meeting
April 16	9:00 AM	Regular Meeting
April 23	9:00 AM	Regular Meeting
April 23	11:00 AM	California Public Finance Authority Regular Meeting
April 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
April 23	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
April 30	9:00 AM	Regular Meeting

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# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 2, 2019

**SUBMITTED BY:** County Counsel – David A. Prentice

**SUBJECT:** RESOLUTION SUPPORTING BALANCED ENERGY SOLUTIONS AND  
MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS

### **SUMMARY:**

#### **Overview:**

The County Counsel requests that the Board adopt a resolution in support of local control in legislation and regulation regarding energy solutions for the County of Kings.

#### **Recommendation:**

**Adopt a Resolution supporting balanced energy solutions which will provide the County with the decision-making authority and resources needed to achieve the State's climate goals.**

#### **Fiscal Impact:**

None.

### **BACKGROUND:**

Following the deregulation of the electric utilities in 1998, the State of California put forward legislation to establish its energy policies, which included funding for programs, energy goals, and compliance timelines in support of renewable energy solutions. These energy policies are anticipated to benefit both the environment and the economy. Further, clean, affordable, and reliable energy is crucial to the environment, the economy, and the well-being of County residents. With the myriad of energy options available, it will be important for each community to carefully consider how energy policy is implemented at the local level. What works for one region may not in another. Moreover, limiting or excluding certain energy options for the benefit of others, may also have a negative impact to a community. As a result, maintaining local control will be important as the County moves forward in compliance with the State's energy policies. With these goals in mind, staff proposes that your Board adopt a Resolution stating that the County supports a diversity of energy delivery systems and

**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**

### **RESOLUTION SUPPORTING BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS**

**April 2, 2019**

**Page 2 of 2**

**(Cont'd)**

resources to bring the reliability and stability necessary to serve all the needs of the County and endorses proposed legislation and regulation that retains local control.

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

\*\*\*\*\*

IN THE MATTER OF SUPPORTING  
BALANCED ENERGY SOLUTIONS  
AND MAINTAINING LOCAL CONTROL  
OF ENERGY SOLUTIONS \_\_\_\_\_ /

RESOLUTION NO. \_\_\_\_\_

WHEREAS, California's energy policies are critical to reducing greenhouse gas emissions and reducing the impact of climate change on our citizens; and

WHEREAS, the state legislature and state agencies are increasingly proposing new legislation and regulations eliminating choice of energy by mandating technologies to power buildings and public and private fleets, including transit and long-haul trucking, as a strategy to achieve the state's climate goals; and

WHEREAS, clean, affordable and reliable energy is crucial to the material health, safety and well-being of the residents of the County of Kings, particularly the most vulnerable, who live on fixed incomes, including the elderly and working families who are struggling financially; and

WHEREAS, the need for clean, affordable and reliable energy to attract and retain local businesses, create jobs and spur economic development is vital to the County's success in a highly competitive and increasingly regional and global marketplace; and

WHEREAS, the County, its residents, and businesses value local control and the right to choose the policies and investments that most affordably and efficiently enable them to comply with state requirements; and

WHEREAS, building and vehicle technology mandates eliminate local control and customer choice, suppress innovation, reduce reliability and unnecessarily increase costs for County residents and businesses; and

WHEREAS, the County understands that relying on a single energy delivery system unnecessarily increases vulnerabilities to natural and man-made disasters, and that a diversity of energy delivery systems and resources contribute to greater reliability and community resilience; and

WHEREAS, the County understands the need to mitigate the impacts of climate change and is committed to doing its part to help the state achieve its climate goals, but requires the flexibility to do so in a manner that best serves the needs of its residents and businesses.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** as follows:

1. That the Kings County Board of Supervisors supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state's

climate goals and supports proposed state legislation and regulation that retains local control by allowing all technologies and energy resources that can power buildings and fuel vehicles, and also meet or exceed emissions reductions regulations.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on April 2, 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 2nd day of April, 2019.

\_\_\_\_\_  
Clerk of said Board of Supervisors



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 2, 2019

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** ANIMAL SERVICES INDEMNIFICATION AGREEMENT

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office is requesting the Chairman sign a County Indemnification Agreement with the City of Hanford for Animal Services assistance.

**Recommendation:**

**Authorize the Chairman sign an Indemnification Agreement with the City of Hanford for Animal Services assistance.**

**Fiscal Impact:**

There will be no impact to the General Fund.

**BACKGROUND:**

The Kings County Sheriff's Office Animal Services Division currently provides animal shelter service to the City of Hanford. The City of Hanford has two Animal Services Officers who respond to animal-related calls for service within the city. The Hanford Police Department reached out to the Sheriff's Office for help to cover emergency animal related calls for service in the City of Hanford. The City staffing is performing these services, but due to unforeseen circumstances, that ability may cease at any time. The City of Hanford is working to recruit positions to assist, but in the meantime the Sheriff's Office proposed to assist should the need arise.

**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.

**INDEMNIFICATION AGREEMENT**

\* \* \* \* \*

THIS AGREEMENT is effective the 2<sup>nd</sup> day of April 2019 by and between the COUNTY OF KINGS (“**County**”) and the CITY OF HANFORD (“**City**”).

***Recitals***

WHEREAS, through the Animal Control Division of the City’s Police Department, the City provides animal control services within the City’s boundaries;

WHEREAS, the City’s Animal Control Division is temporarily short-staffed, which impacts the City’s ability to provide its typical day-to-day animal control services;

WHEREAS, the County is willing to assist the City by providing animal control services within the City’s boundaries while the City addresses its Animal Control Division staffing issues; and

WHEREAS, the County is agreeable to providing such services if the City indemnifies, defends, and holds the County harmless.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. **Indemnification**. The City shall indemnify, defend, and hold the County and the County’s officers, officials, employees, and agents (collectively “**County Parties**”) harmless from any liability arising from the animal control services that the County provides to the City; provided however, such duty to indemnify, defend, and hold harmless shall not apply to any liability arising from the gross negligence or intentional misconduct of the County or the County Parties.
2. **Termination**. This Agreement shall automatically terminate when the County ceases to provide animal control services to the City.
3. **Attorneys’ Fees**. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

///

///

///

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in Hanford, California.

**CITY OF HANFORD**

**COUNTY OF KINGS**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk of the Board of Supervisors



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 2, 2019

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** KEY BOX PURCHASE

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office is requesting approval to purchase a key management system from Real Time Networks for the Kings County Jail.

**Recommendation:**

- 1) **Authorize the Purchasing Manager to sign the purchase order with Real Time Networks to purchase a key management system; and**
- 2) **Authorize the Clerk of the Board to sign the Budget Appropriation and Transfer Form. (4/5 vote required)**

**Fiscal Impact:**

The full cost of the Key Management System, including 2 key boxes, taxes and associated costs will be \$35,000. There will be no impact to the General Fund. All expenses will be reimbursed by the Jail COPS equipment fund.

**BACKGROUND:**

The Kings County Jail has researched and gathered information on electronic key management systems that will improve efficiency, increase security and reduce costs for the Kings County Sheriff's Office. The current procedure requires supervisory staff to be present during the distribution and collection of facility keys. Facility keys give authorized staff access to secured areas of the Kings County Jail facility. Security and accountability is very crucial. Knowing each key's whereabouts is imperative to ensuring the safety and security of the Kings County Jail facility, its staff and inmate population. Supervisory staff would no longer be required to spend

(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**

### **KEY BOX PURCHASE**

**April 2, 2019**

**Page 2 of 2**

time during their shift distributing and collecting facility keys. This time may now be allocated to training staff, assisting with safety and security checks that are audited by the Board of State and Community Corrections, assisting local law enforcement agencies in pre-booking and answering questions from the community regarding inmates in custody.

Quotes were solicited from major vendors in this market, and after careful evaluation (including discussions with other Counties in California and with the concurrence of the Purchasing Manager); the quote from Real Time Networks is the unanimous choice by the Sheriff's Office for its requirements.

Purchasing the Real Times Networks key management system and implementing a procedure for its use within the Kings County Jail facility will be beneficial for each employee. IT staff has been briefed on the possibility of the purchase and implementation of a key management system and has agreed to work in cooperation with Kings County Jail staff for its startup. Kings County Public Works staff was also briefed on the possibility of the purchase and implementation of a key management system and has agreed to work in cooperation with Kings County Jail staff for its installment.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 2, 2019

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** PURCHASE OF A BODY SCANNER

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office is requesting approval to purchase a body scanner to detect and curtail the smuggling of contraband into the County Jail.

**Recommendation:**

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

**Fiscal Impact:**

The total cost of the body scanner is estimated to be \$160,403, which includes the price of the equipment, tax, shipping and a 3 year warranty on the equipment. Funding for this purchase is included in the Sheriff's Budget Unit 223000 Account 82460000. There is no impact to the General Fund. All expenses will be reimbursed by the Jail COPS equipment fund.

**BACKGROUND:**

The Kings County Jail has witnessed a dramatic increase in contraband being smuggled into the jail due to the shift in inmate demographics brought on by AB109 Realignment. The effect of this bill was to divert people convicted of certain classes of less serious felonies from the Department of Corrections (state prison) to local county jails. A large portion of the contraband is smuggled into the jail on the body or inside body cavities of newly arrested inmates, inmates committed to detention by the court, and flash incarcerations (inmates incarcerated for probationary violations). This contraband coming into the jail represents a safety and health hazard to inmates and officers. For example, fights and riots have been caused by smuggled drugs, and many of the injuries and deaths in jail and prison can be traced back to contraband smuggling. The body scanner has

(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**

### **PURCHASE OF A BODY SCANNER**

**April 2, 2019**

**Page 2 of 2**

demonstrated the capacity to curtail the ability of inmates to smuggle weapons, drugs, and other contraband into correctional facilities throughout the United States. Quotes were solicited from major vendors in this market, and after careful evaluation (including discussions with other Counties in California and with the concurrence of the Purchasing Manager); the quote from Tek84 Engineering Group, LLC is the unanimous choice by the Sheriff's Office for its requirements. Having an onsite body scanner will help ensure the safety of inmates, detentions staff, as well as the facility.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 2, 2019

**SUBMITTED BY:** Behavioral Health – Lisa Lewis/UnChong Parry

**SUBJECT:** AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.

**SUMMARY:**

**Overview:**

Behavioral Health is seeking approval for an agreement for Substance Use Disorder (SUD) Programs with Champions Recovery Alternative Programs, Inc. for a term covering Fiscal Years (FY) 2018-2019 and 2019-2020.

**Recommendation:**

**Authorize the Chairman to sign the Substance Use Disorder Programs Agreement between Behavioral Health and Champions Recovery Alternative Programs, Inc. for Substance Use Treatment Programs and Primary Prevention Programs.**

**Fiscal Impact:**

There is no impact to the County General Fund. The contract amount for FY 2018-2019 is \$1,925,000 and FY 2019-2020 is \$1,925,000. The revenue received to fund this agreement is under Budget Unit 422100.

**BACKGROUND:**

Behavioral Health offers Substance Use Treatment Programs and Primary Prevention Programs in the community and the agency currently has five (5) service programs with the contract provider as follows:

- (1) Perinatal Residential (PR) Treatment (Hannah's House) offers Clinically Managed Low Intensity, High Intensity, and Withdrawal Management Residential/Inpatient Withdrawal Management for women with substance use issue before and after pregnancy with capacity for up to fifteen (15) perinatal beneficiaries and

(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**

### **AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.**

**April 2, 2019**

**Page 2 of 3**

five (5) dependents at any time. PR provides clinically managed residential services in a 24-hour supportive living environment. The 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 other perinatal programming and community engagement classes are available for clients, in addition to employment and job readiness. PR is a child-friendly program and child visitation opportunities are welcomed. Withdrawal Management is also available when deemed clinically necessary. All services are provided by Facility Monitors, Registered or Certified Counselors, Registered or Certified Case Manager, Licensed Practitioners of Healing Arts, and Medical Director.

- (2) Outpatient Drug Free (ODF) Treatment focuses on assessments, individual and group counseling, beneficiary education, and care coordination. It is strength-based and focuses on the clients individualized needs that includes treatment planning, individual and group treatment sessions, crisis intervention, and relapse prevention and planning. It focuses on short term personal, family, job, school issues, and other problems and their relationship to substance abuse or a return to substance abuse. All services are provided by certified and/or licensed counselors at locations that are licensed and/or certified by the Department of Health Care Services for up to at least 400 unduplicated adults ages eighteen (18) and over experiencing substance use disorders.
- (3) Intensive Outpatient Treatment (IOT) focuses on assessment, individual and group counseling, beneficiary education, and care coordination. It provides individualized treatment plans that are tailored to meet the patients unique needs so that their treatment goals can be most appropriately met as well as accommodate work and family life. These individualized treatment plans include a variety of therapeutic interventions, which may include the following: medication management, individual and group therapy, family therapy, and continuing care. All services are provided by registered or certified counselors, a registered or certified case manager, licensed practitioners of Healing Arts, and a Medical Director. This program services for up to 50 unduplicated adults age 18 and up.
- (4) Celebrating Families (CF) is one of the few family-based, trauma-informed, skill building curriculums specifically addressing addiction required by the Substance Abuse & Mental Health Services Agency's (SAMHSA) National Registry of Evidence Based Programs & Practices. It is based upon the CF curriculum, which is an evidence based cognitive behavioral, support group model written for families in which one or both parents have a serious problem with alcohol or other drugs and in which there is a high risk for domestic violence, child abuse, or neglect. CF works with every member of the family for 16 weeks, from ages 3 through adult, to strengthen recovery from alcohol and/or other drugs, break the cycle of addiction and increase successful family reunification. CF fosters the development of safe, healthy, fulfilled, and addiction-free individuals and families by increasing resiliency factors and decreasing risk factors while incorporating addiction recovery concepts with healthy family living skills. This program provides services for up to 60 adults and older adults, ages eighteen (18) and over, who are experiencing substance use disorders
- (5) The Drug Testing Program provides drug testing to Kings County Collaborative Justice Treatment Court (CJTC) participants as prescribed by the CJTC treatment team.

## **Agenda Item**

### **AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.**

**April 2, 2019**

**Page 3 of 3**

The Department provides oversight of these program services to comply with Federal, State, and County contract guidelines and designed to meet countywide needs and State mandates for the prevention, intervention, and/or treatment of alcohol and other drug misuse, abuse, and addiction.

The detailed budget breakdown for each program are included in Exhibit B.

This agreement has been reviewed and approved by County Counsel as to form, and a copy of this agreement is on file with the Clerk of the Board.

**AGREEMENT FOR SERVICES  
BETWEEN THE COUNTY OF KINGS AND CHAMPIONS RECOVERY  
ALTERNATIVE PROGRAMS, INC.**

THIS AGREEMENT is made and entered into as of the 1st day of July, 2018, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Champions Recovery Alternative Programs Inc., a California non-profit corporation (hereinafter “Contractor”).

**RECITALS**

WHEREAS, County requires services from the Contractor to provide substance use treatment services in Kings County; 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 in **Exhibit B**

Payment for service provided under this Agreement is limited to the maximum amount of **\$1,925,000 for Fiscal Year 2018/2019** and **\$1,925,000 in Fiscal Year 2019/2020**.

Outpatient Drug Free (ODF) - **\$600,000**  
Intensive Outpatient Treatment (IOT) - **\$450,000**  
Perinatal Residential Services-**\$700,000**  
Celebrating Families-**\$115,000**  
CJTC Drug Testing-**\$60,000**

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

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears, up to the maximum amount provided for in this section. 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 be in full force and effect for FY 2018-2019 and FY 2019-2020 and shall commence on July 1, 2018 and shall **terminate on June 30, 2020** unless otherwise terminated in accordance with its terms. County shall have the option to extend this Agreement for one (1) additional year on the same terms and conditions.

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

#### **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 County Board of Supervisors or other representative authorized by County 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.

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default and a date certain for completion. If the non-defaulting party consents to that proposal in writing, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time specified, the non-defaulting party may terminate upon written notice specifying the date of termination.]

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

D. 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, 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, officials, employees, 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, any act, omission, fault or negligence, whether active or passive, 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 act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or 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. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance 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 as **Exhibit D**.

**12. 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.

**13. 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.

**14. 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.

**15. 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 County subject to any required state or federal approval.

**16. 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.

**17. 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.

**18. 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.

**19. NOTICE**

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

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

**CONTRACTOR:**  
CHAMPIONS RECOVERY  
ALTERNATIVE PROGRAMS, INC.  
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) overnight carrier, it is effective as of the date of delivery; c) 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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**.

**25. 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.

**26. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS**

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

**27. 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:

\_\_\_\_\_  
Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

\_\_\_\_\_  
Sande Huddleston

APPROVED AS TO FORM:  
David A. Prentice, Interim County Counsel

By: \_\_\_\_\_

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

KINGS COUNTY BEHAVIORAL HEALTH

&

**Champions Recovery Programs, Inc.**

**Outpatient Drug Free (ODF) Substance Use Disorder Treatment**

**EXHIBIT A**

**SCOPE OF WORK**

July 1, 2018 – June 30, 2020

Champions Recovery Programs, Inc. (Contractor) shall provide an American Society of Addiction Medicine (ASAM) 1.0 substance use disorder treatment program for up to at least 400 unduplicated adults ages eighteen (18) and over experiencing substance use disorders. The program will be identified as “Outpatient Drug Free” (ODF). Contractor shall provide ODF services at locations that are licensed and/or certified by the Department of Health Care Services for ODF Drug Medi-Cal, and services will be provided in accordance with California Code of Regulations, Title 22, Sections 51341.1, 51490.1, and 51516.1.

**A. Description of Outpatient Drug Free (ODF)**

Outpatient Drug Free (ODF) treatment is categorized as ASAM 1.0. Treatment is focused on assessment, individual and group counseling, beneficiary education, and care coordination. All services are provided by certified and/ or licensed counselors.

**B. Beneficiary Enrollment**

- a. For each potential beneficiary, Contractor shall complete the following:
  - i. Initial Placement Screener that is based on ASAM;
  - ii. Identify if the potential beneficiary meets the ASAM definition of medical necessity for IOT services, as determined by a Licensed Practitioner of the Healing Arts (LPHA);
  - iii. Obtain medical clearance/physical examination by a physician within thirty (30) calendar days of a beneficiary’s admission to treatment date.
- b. Contractor shall screen for the most amenable to treatment and highest priority. Admission priority is as follows:
  - i. Individuals who are pregnant and using injectable substances;
  - ii. Individuals who are pregnant and using substances;
  - iii. Individuals who are parenting and using injectable substances;
  - iv. Individuals who are parenting and using substances.
- c. Contractor shall prioritize providing ODF services to Kings County Medi-Cal beneficiaries who meet medical necessity. Those ODF services shall be called Drug Medi-Cal (DMC) ODF.



- d. Contractor may provide ODF services to Kings County residents who are not Medi-Cal beneficiaries who meet ASAM criteria. Those ODF services shall be called Non-DMC ODF. Contractor shall utilize the County Approved Sliding Fee Scale for participant fees.

### **C. Interim Services**

- a. Contractor shall create a wait list for individuals seeking treatment, inclusive of pre-enrollment tracking in the electronic health records, and provide the following Interim Services prior to enrollment:
  - i. Counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB), and the risk of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.
  - ii. Referrals for HIV or TB treatment services (if necessary).
  - iii. Counseling pregnant women on the effects of alcohol and other drug use on the fetus.
  - iv. Referrals for prenatal care for pregnant women.
  - v. Implement an orientation and/or educational component that keeps individuals engaged as they wait for a treatment slot.
  - vi. Using written plan, Contractor shall inform participants in accessing treatment services.
  - vii. Engage in outreach and cross-collaboration with other organizations that may be able to refer participants in need of substance use disorder (SUD) treatment services.

### **D. DMC ODF and Non-DMC ODF Services**

- a. Contractor shall provide DMC ODF and Non-DMC ODF services that are strength-based and focused on client individualized needs. Services may include:
  - i. Treatment Planning;
  - ii. Individual Sessions;
  - iii. Group Treatment Sessions;
  - iv. Crisis Intervention;
  - v. Relapse Prevention & Planning;
  - vi. Case Management to include enrollment documentation, activation of benefits, linkages and referrals, and care coordination;
  - vii. Collateral Services will be provided (e.g. educating families to help develop their understanding of substance abuse and how they can support their family member who is experiencing a substance use disorder.
  - viii. Discharge and Transition Planning. Inclusive of step-up or step-down per ASAM;
  - ix. Drug Testing including urine analysis and blood alcohol concentration.
  - x. Linkage to Medication Assisted Treatment (MAT) via partnerships with Aria Health Clinic and Adventist Health.

- xi. Educational about women's sexuality for the perinatal population and contagious illnesses for all populations;
- b. Contractor shall utilize evidence curriculums and treatment modalities for the provision of ODF services. At minimum, Contractor shall utilize the following programs and curriculums in treatment services:
  - i. *The Matrix Model: Intensive Outpatient Alcohol & Drug Treatment Program*. ODF utilizes several modules within this curriculum as applicable to the client's needs.
  - ii. *Living in Balance*. Incorporates the Twelve Steps and Cognitive Behavioral Learning principles. ODF utilizes several modules within this curriculum as applicable to the client's needs.
  - iii. *Seeking Safety*. Present-focused counseling model to address trauma and substance use.
  - iv. *Nurturing Parenting*. Parenting program for perinatal population.
- c. Contractor shall convene or participate in Beneficiary Review Team Meetings for the purpose of care coordination.
- d. Contractor shall engage in community outreach.

#### **E. DMC ODF Services**

- a. DMC ODF services shall include the following as part of the treatment plan:
  - i. Identified DSM diagnostic code;
  - ii. Established the medical necessity for treatment;
  - iii. A statement of problems to be addressed;
  - iv. Goals to be reached which addresses each problem;
  - v. Actions steps that will be taken by the provider, and/or beneficiary to accomplish identified goals;
  - vi. Target dates for the accomplishment of action steps and goals;
  - vii. A description of services, including the type of counseling, to be provided and the frequency thereof;
  - viii. The goal of obtaining a medical examination if none has been done within the 12-month period immediately prior to the treatment admission date;
  - ix. The assignment of a primary therapist or counselor;
  - x. All treatment plans shall be typed or legibly printed and signed & dated by the counselor and beneficiary within thirty (30) days of admission and by the physician within fifteen (15) calendar days of the counselor.
- b. DMC ODF services shall include admission physical examinations, intake, medical direction, body specimen screens, treatment and discharge planning, crisis intervention, collateral services, group counseling, and individual counseling, provided by staff that are lawfully authorized to provide, prescribe and/or order these services.
  - i. Group counseling sessions focus on short term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Services will be provided by appointment. Each beneficiary will receive at least two group counseling sessions per month.

- ii. Individual counseling is limited to intake, crisis intervention, collateral services, and treatment and discharge planning.
- c. Contractor shall establish, maintain, and update an individual patient record for each beneficiary admitted into treatment and receiving services. The individual patient record (file) will contain: name, client number, date of birth, gender, race and/or ethnicity, address, telephone number, next of kin or emergency contact, and all documentation gathered during the treatment episode, including all intake and admission data, all treatment plans, progress notes, continuing services justifications, laboratory test orders and results, referrals, counseling notes, discharge summary and any other information relating to the treatment services rendered to the beneficiary.
- d. Contractor shall ensure that all DMC ODF services are provided under the supervision of a physician. The following requirements apply:
  - i. Upon admission, each beneficiary will complete a personal, medical and substance abuse history.
  - ii. Within thirty (30) calendar days of admission to treatment, the beneficiary will undergo either a physical examination, or physician assistant authorized by state law to perform the prescribed procedures, or an assessment of the beneficiary's physical condition by a review of the beneficiary's medical history, substance abuse history, and/or the most recent physical examination documentation. If the assessment is made without a physical examination, the physician will complete a waiver specifying the basis for not requiring a physical examination.
- e. Contractor shall ensure that all DMC ODF progress notes are legible. Progress notes shall include:
  - i. A description of the beneficiary's progress on the treatment plan problems, goals, action steps, objectives, and/or referrals, and
  - ii. Information on a beneficiary's attendance including date (month, day, year) and duration in minutes of individual or group counseling sessions.
- f. Contractor shall ensure that DMC ODF beneficiaries are provided a minimum of two (2) counseling sessions per thirty (30) day period except when the provider determines that:
  - i. Fewer beneficiary contacts are clinically appropriate, and
  - ii. The beneficiary is progressing toward treatment plan goals
- g. Contractor shall assess for continuing services no sooner than five (5) months and no later than six (6) months after the Beneficiary's admission to treatment date or the date of completion of the justification for continuing services. At that time, the counselor will review the progress and eligibility of the beneficiary to continue to receive services. If the counselor recommends that the beneficiary requires further treatment, the physician will determine the need to continue services based on the following factors:
  - i. The medical necessity of continuing treatment,
  - ii. The prognosis, and
  - iii. The counselor's recommendation for the beneficiary to continue receiving services.

## **F. Beneficiary Transition and Discharge Criteria**

- a. Transition of Beneficiaries to less or more intensive services will occur based upon ASAM guidelines. Transitions will be made upon mutual agreement of the Beneficiary and SUD Counselor and/or Licensed Professional of the Healing Arts (LPHA).
- b. Beneficiaries will be discharged when they meet one or more of the following criteria:
  - i. Beneficiary and SUD Counselor and/or LPHA agree during a Client Review Team that the Beneficiary has made sufficient progress to continue to meet their recovery needs in a healthy manner with a lower level of service.
  - ii. Beneficiary decides to terminate participation.
  - iii. Beneficiary transfers to another program.
  - iv. Beneficiary's behaviors are violent both physically and non-physical actions towards Contractors staff and/or their beneficiaries.
  - v. Beneficiary permanently moves outside of Kings County.
  - vi. Beneficiary requires a higher level of care than can be provided as part of the ODF program.
  - vii. Beneficiary is incarcerated or placed in an Institute for Mental Disease (IMD).
  - viii. Beneficiary has a medical issue requiring specialized care.
  - ix. Beneficiary declines or refuses services and requests discharge.
  - x. Beneficiary has not participated or cannot be reached for an extended amount of time.
- c. Contractor shall complete a discharge summary upon Beneficiary discharge.

## **G. Staffing**

- a. Contractor agrees to provide the level of staffing for ODF needed to meet the activities described in this Scope of Work.
- b. Contractor shall ensure that each staff has completed a minimum of four (4) hours of training every year in the areas of Cultural Competency, Gender Responsive Services, Co-occurring disorders, Title 22 and Ethics.
- c. Contractor shall ensure that staff who provide direct services will receive annual trauma-informed training.
- d. Contractor shall maintain training records for staff for seven (7) years.
- e. Contractor shall ensure that direct service staff receive training and demonstrate competency in specific treatment standards for Champions services; participant confidentiality; participant screening and assessment; participant referral; CPR; communicable diseases; cultural diversity; data collection; drug testing protocols; Program Registrar procedures; and volunteer training.
- f. Contractor shall compose a staff that reflects the diversity of population being served.

## **H. Contractor Deliverables**

- a. Contractor shall maintain current Drug Medi-Cal certifications.
- b. Contractor shall submit all information and data required by the State, including but not limited to:
  - i. Drug and Alcohol Treatment Access Reports
  - ii. Provider Waiting List Record

- iii. CalOMS
- iv. Cost Reports for each Fiscal Year.
- c. Contractor shall utilize the County's electronic health record for service documentation.
- d. Contractor shall provide linkages and referrals to the appropriate mental health service provider for individuals who may be in need of mental health treatment.
- e. Contractor shall have the following policies in place for ODF services:
  - i. Conflict & Grievance Resolution – must include contact information for the County's Patients' Rights Advocate, be distributed to each Beneficiary upon admission, and posted in all public lobbies.
  - ii. Mandatory Reporting
  - iii. Quality Assurance – must include information identifying participants, procedure for obtaining staff and participants input, procedure for developing and implementing action plans, and must identify who is responsible for ensuring on-going implementation of Quality Assurance.
- f. Contractor shall maintain group counseling sign-in sheets which indicate the date, subject/title and duration of the service.
- g. Contractor shall retain records in accordance with Welfare & Institution (W&I) Code, Section 14124.1.
- h. Contractor will participate in the SUD Prevention Subcommittee of Kings Partnership for Prevention (KPPF) so as to increase community knowledge of services, and increase opportunities for community collaboration in prevention and treatment activities.
- i. Contractor will actively participate in the Kings Provider Network (KPN), in order to increase cross-communication, collaboration, and strengthening of the local provider network.
- j. Contractor shall submit all information and data required by the State, including but not limited to Primary Prevention SUD Data Service (PPSDS). The PPSDS review with the Department of Health Care Services (DHCS) shall:
  - i. Verify that all documentation requirements are met
  - ii. Verify that each beneficiary meets admission criteria
  - iii. Verify that a treatment plan exists for each beneficiary, and
  - iv. Establish the basis for recovery of payments:
    - a. DHCS shall base its findings on a sampling of beneficiary records and other records of Contractor and may recover overpayment to Contractor for any of the following reasons, including, but not limited to payments determined to be:
      - i. In excess of program payment ceilings or allowable costs
      - ii. In excess of the amounts usually charged by Contractor
      - iii. For services not documented in Contractors' records, or for services where Contractor documentation justifies only a lower level of payment
      - iv. Based upon false or incorrect claims or cost reports from Contractor
      - v. For services deemed to have been extensive, medically unnecessary or inappropriate
      - vi. For services prescribed, ordered or rendered by persons who did not meet the standards for participation in the Medi-Cal program at the time the services were prescribed, ordered or rendered
      - vii. For services not covered by the program

- viii. For services to persons not eligible for program coverage when the services were provided
  - ix. For Medi-Cal covered services already paid for by the beneficiary, but not yet refunded, or for services already reimbursed by DHCS or other coverage
  - x. For services that should have been to other coverage
  - xi. For services not ordered or prescribed, when an order or prescription is required
  - xii. For services not authorized, when a treatment authorization request is required
  - xiii. In violation of any other Medi-Cal regulation where overpayment has occurred
  - xiv. Claimed reimbursement for a service not rendered
  - xv. Claimed reimbursement for a service at an uncertified location
  - xvi. Used erroneous, incorrect, or fraudulent good cause codes or procedures
  - xvii. Used erroneous, incorrect, or fraudulent multiple billing codes and certification processes
  - xviii. Failure to meet time frames as set by DHCS
  - xix. Champions received reimbursement in excess of the limits set by DHCS
  - xx. Champions received reimbursement for an ineligible group or individual counseling session
- b. Contractor shall submit a Corrective Action plan to DHCS within sixty (60) days of the PPSDS review for any deficiencies identified by DHCS.
- k. Contractor shall inform all Beneficiaries 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 for the benefit.
- l. Contractor shall advise beneficiaries in writing at least ten (10) calendar days prior to the effective date of the intended action to terminate or reduce services. This notice will include:
- i. A statement of the action the provider intends to take
  - ii. The reason for the intended action
  - iii. A citation of the specific regulation(s) supporting the intended action
  - iv. An explanation of the beneficiary's right to a fair hearing to appeal the action
  - v. An explanation that the beneficiary may request a fair hearing by submitting a written request to:
    - Administrative Adjudication Division
    - Department of Social Services
    - 744 P Street, MS 19-37
    - Sacramento, CA 95814
    - Telephone: 1-800-743-8525
    - T.D.: 1-800-952-8349
  - vi. An explanation that Contractor shall continue treatment services pending a fair hearing decision only if the beneficiary appeals in writing to DHCS

for a hearing within ten (10) calendar days of the mailing or personal delivery of the notice of intended action

- m. Contractor shall adhere to Culturally and Linguistically Appropriate Services (CLAS) Standards in all aspects of the program in order to appropriately serve families. This shall be documented through a submission of the Contractor's Cultural Competency or CLAS plan and/or policies related adherence to CLAS standards. Contractor will actively participate in the Kings County Cultural Competency Committee.
- n. Contractor shall provide Behavioral Health with quarterly report, which shall account for spending to date and remaining funding balance for the year, the total number of individuals served (unduplicated) each quarter, as well as outcomes for each quarter. Failure to submit reports with required data in a timely manner will result in the withholding of payments until Contractor is in compliance.
- o. Contractor shall submit a yearend report to Behavioral Health within forty-five (45) days after the end of each fiscal year, which will reflect the revenues spent, costs, number of persons served, program outcomes, time studies for program employees, and overall implementation of the SOW above.
- p. All invoices must be submitted correctly and in a timely manner via email to within ten (10) business days after the service month.
- q. Contractor shall comply with all reporting requests from the County.
- r. Contractor shall adhere to the County's utilization and compliance review processes.
- s. Contractor shall identify a suitable representative to attend regularly scheduled meetings, training sessions, or other meetings scheduled by the Director of Behavioral Health or his/her designee. Meetings shall include, but are not limited to Contract Monitoring Meetings.

**I. Program Setting/Hours of Operation**

- a. Program Facilities Location: 311 North Douty Street, Hanford CA 93230
- b. Program Hours of Operation: Monday through Friday 8 a.m. to 6 p.m.

KINGS COUNTY BEHAVIORAL HEALTH

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**Champions Recovery Programs, Inc.**

**Intensive Outpatient Treatment (IOT) Substance Use Disorder Treatment**

**EXHIBIT A**

**SCOPE OF WORK**

July 1, 2018 – June 30, 2020

Champions Recovery Programs, Inc. (Contractor) shall provide an American Society of Addiction Medicine (ASAM) 2.1 substance use disorder treatment program for up to at least fifty (50) unduplicated adults ages eighteen (18) and over experiencing substance use disorders. The program will be identified as “Intensive Outpatient Treatment” (IOT). Contractor shall provide IOT services at locations that are licensed and/or certified by the Department of Health Care Services for IOT Drug Medi-Cal, and services will be provided in accordance with California Code of Regulations, Title 22, Sections 51341.1, 51490.1, and 51516.1.

**A. Description of Intensive Outpatient Treatment (IOT)**

Intensive Outpatient Treatment (IOT) treatment is categorized as ASAM 2.1. IOT is focused on assessment, individual and group counseling, beneficiary education, and care coordination. All services shall be provided by Registered or Certified Counselors, Registered or Certified Case Manager, Licensed Practitioners of Healing Arts, and Medical Director. Services are provided in Hanford, CA.

**B. Beneficiary Enrollment**

- a. For each potential beneficiary, Contractor shall complete the following:
  - i. Initial Placement Screener that is based on ASAM;
  - ii. Identify if the potential beneficiary meets the ASAM definition of medical necessity for IOT services, as determined by a Licensed Practitioner of the Healing Arts (LPHA);
  - iii. Obtain medical clearance/physical examination by a physician within thirty (30) calendar days of a beneficiary’s admission to treatment date.
- b. Contractor shall screen for the most amenable to treatment and highest priority. Admission priority is as follows:
  - i. Individuals who are pregnant and using injectable substances;
  - ii. Individuals who are pregnant and using substances;
  - iii. Individuals who are parenting and using injectable substances;
  - iv. Individuals who are parenting and using substances.



- c. Contractor shall prioritize providing IOT services to Kings County Medi-Cal beneficiaries who meet medical necessity. Those IOT services shall be called Drug Medi-Cal (DMC) IOT.
- d. Contractor may provide IOT services to Kings County residents who are not Medi-Cal beneficiaries who meet ASAM criteria. Those IOT services shall be called Non-DMC IOT. Contractor shall utilize the County Approved Sliding Fee Scale for participant fees. A participant's inability to pay fees should not impact access to Non-DMC IOT services.
- e. Contractor shall provide Perinatal IOT and Perinatal Non-IOT for those clients who meet Perinatal eligibility.

### **C. Interim Services**

- a. Contractor shall create a wait list for individuals seeking treatment, inclusive of pre-enrollment tracking in the electronic health records, and provide the following Interim Services prior to enrollment:
  - i. Counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB), and the risk of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur;
  - ii. Referrals for HIV or TB treatment services (if necessary);
  - iii. Counseling pregnant women on the effects of alcohol and other drug use on the fetus;
  - iv. Referrals for prenatal care for pregnant women;
  - v. Implement an orientation and/or educational component that keeps individuals engaged as they wait for a treatment slot;
  - vi. Using written plan, Contractor shall inform participants in accessing treatment services;
  - vii. Engage in outreach and cross-collaboration with other organizations that may be able to refer participants in need of substance use disorder (SUD) treatment services.

### **D. DMC IOT and Non-DMC IOT Services**

- a. Contractor shall provide DMC IOT and Non-DMC IOT services that are strength-based and focused on client individualized needs. Services may include:
  - i. Treatment Planning;
  - ii. Individual Sessions;
  - iii. Group Treatment Sessions;
  - iv. Crisis Intervention;
  - v. Relapse Prevention & Planning;
  - vi. Case Management to include enrollment documentation, activation of benefits, linkages and referrals, and care coordination;

- vii. Collateral Services will be provided (e.g. educating families to help develop their understanding of substance abuse and how they can support their family member who is experiencing a substance use disorder;
  - viii. Discharge and Transition Planning. Inclusive of step-up or step-down per ASAM;
  - ix. Drug Testing including urine analysis and blood alcohol concentration;
  - x. Linkage to Medication Assisted Treatment (MAT) via partnerships with Aria Health Clinic and Adventist Health;
  - xi. Educational about women's sexuality for the perinatal population and contagious illnesses for all populations.
- b. Contractor shall utilize evidence curriculums and treatment modalities for the provision of IOT services. At minimum, Contractor shall utilize the following programs and curriculums in treatment services:
- i. *The Matrix Model: Intensive Outpatient Alcohol & Drug Treatment Program*. IOT utilizes several modules within this curriculum as applicable to the client's needs;
  - ii. *Living in Balance*. Incorporates the Twelve Steps and Cognitive Behavioral Learning principles. IOT utilizes several modules within this curriculum as applicable to the client's needs;
  - iii. *Seeking Safety*. Present-focused counseling model to address trauma and substance use;
  - iv. *Nurturing Parenting*. Parenting program for perinatal population;
  - v. *Beyond Trauma*. Addresses the trauma exposure often experienced by those with a Substance Use Disorder;
  - vi. *Criminal & Addictive Thinking*. Identify maladaptive patterns, cues, and triggers and problem-solve solutions;
  - vii. *Socialization*. Identifying prosocial opportunities for engagement;
  - viii. *Family Ties*. Reparation of support systems and improvement of boundaries;
- c. Contractor shall convene or participate in Beneficiary Review Team Meetings for the purpose of care coordination;
- d. Contractor shall engage in community outreach.

#### **E. DMC IOT Services**

- a. DMC IOT services shall include the following as part of the treatment plan:
- i. Identified DSM diagnostic code;
  - ii. Established the medical necessity for treatment;
  - iii. A statement of problems to be addressed;
  - iv. Goals to be reached which addresses each problem;
  - v. Actions steps that will be taken by the provider, and/or beneficiary to accomplish identified goals;
  - vi. Target dates for the accomplishment of action steps and goals;
  - vii. A description of services, including the type of counseling, to be provided and the frequency thereof;

- viii. The goal of obtaining a medical examination if none has been done within the 12-month period immediately prior to the treatment admission date;
  - ix. The assignment of a primary therapist or counselor;
  - x. All treatment plans shall be typed or legibly printed and signed & dated by the counselor and beneficiary within thirty (30) days of admission and by the physician within fifteen (15) calendar days of the counselor.
- b. DMC IOT services shall include admission physical examinations, intake, medical direction, body specimen screens, treatment and discharge planning, crisis intervention, collateral services, group counseling, and individual counseling, provided by staff that are lawfully authorized to provide, prescribe and/or order these services.
  - i. Group counseling sessions focus on short term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Services will be provided by appointment. Each beneficiary will receive at least two group counseling sessions per month.
  - ii. Individual counseling is limited to intake, crisis intervention, collateral services, and treatment and discharge planning.
- c. Contractor shall establish, maintain, and update an individual patient record for each beneficiary admitted into treatment and receiving services. The individual patient record (file) will contain: name, client number, date of birth, gender, race and/or ethnicity, address, telephone number, next of kin or emergency contact, and all documentation gathered during the treatment episode, including all intake and admission data, all treatment plans, progress notes, continuing services justifications, laboratory test orders and results, referrals, counseling notes, discharge summary and any other information relating to the treatment services rendered to the beneficiary.
- d. Contractor shall ensure that all DMC IOT services are provided under the supervision of a physician. The following requirements apply:
  - i. Upon admission, each beneficiary will complete a personal, medical and substance abuse history.
  - ii. Within thirty (30) calendar days of admission to treatment, the beneficiary will undergo either a physical examination, or physician assistant authorized by state law to perform the prescribed procedures, or an assessment of the beneficiary's physical condition by a review of the beneficiary's medical history, substance abuse history, and/or the most recent physical examination documentation. If the assessment is made without a physical examination, the physician will complete a waiver specifying the basis for not requiring a physical examination.
- e. Contractor shall ensure that all DMC IOT progress notes are legible. Progress notes shall include:
  - i. A description of the beneficiary's progress on the treatment plan problems, goals, action steps, objectives, and/or referrals, and
  - ii. Information on a beneficiary's attendance including date (month, day, year) and duration in minutes of individual or group counseling sessions.
- f. Contractor shall ensure that DMC IOT beneficiaries are provided a minimum of two (2) counseling sessions per thirty (30) day period except when the provider determines that:

- i. Fewer beneficiary contacts are clinically appropriate, and
- ii. The beneficiary is progressing toward treatment plan goals
- g. Contractor shall assess for continuing services no sooner than five (5) months and no later than six (6) months after the Beneficiary's admission to treatment date or the date of completion of the justification for continuing services. At that time, the counselor will review the progress and eligibility of the beneficiary to continue to receive services. If the counselor recommends that the beneficiary requires further treatment, the physician will determine the need to continue services based on the following factors:
  - i. The medical necessity of continuing treatment,
  - ii. The prognosis, and
  - iii. The counselor's recommendation for the beneficiary to continue receiving services.

**F. Beneficiary Transition and Discharge Criteria**

- a. Transition of Beneficiaries to less or more intensive services will occur based upon ASAM guidelines. Transitions will be made upon mutual agreement of the Beneficiary and SUD Counselor and/or Licensed Professional of the Healing Arts (LPHA).
- b. Beneficiaries will be discharged when they meet one or more of the following criteria:
  - i. Beneficiary and SUD Counselor and/or LPHA agree during a Client Review Team that the Beneficiary has made sufficient progress to continue to meet their recovery needs in a healthy manner with a lower level of service.
  - ii. Beneficiary decides to terminate participation.
  - iii. Beneficiary transfers to another program.
  - iv. Beneficiary's behaviors are violent both physically and non-physical actions towards Contractors staff and/or their beneficiaries.
  - v. Beneficiary permanently moves outside of Kings County.
  - vi. Beneficiary requires a higher level of care than can be provided as part of the IOT program.
  - vii. Beneficiary is incarcerated or placed in an Institute for Mental Disease (IMD).
  - viii. Beneficiary has a medical issue requiring specialized care.
  - ix. Beneficiary declines or refuses services and requests discharge.
  - x. Beneficiary has not participated or cannot be reached for an extended amount of time.
- c. Contractor shall complete a discharge summary upon Beneficiary discharge.

**G. Staffing**

- a. Contractor agrees to provide the level of staffing for IOT needed to meet the activities described in this Scope of Work.
- b. Contractor shall ensure that each staff has completed a minimum of four (4) hours of training every year in the areas of Cultural Competency, Gender Responsive Services, Co-occurring disorders, Title 22 and Ethics.
- c. Contractor shall ensure that staff who provide direct services will receive annual trauma-informed training.
- d. Contractor shall maintain training records for staff for seven (7) years.

- e. Contractor shall ensure that direct service staff receive training and demonstrate competency in specific treatment standards for Champions services; participant confidentiality; participant screening and assessment; participant referral; CPR; communicable diseases; cultural diversity; data collection; drug testing protocols; Program Registrar procedures; and volunteer training.
- f. Contractor shall compose a staff that reflects the diversity of population being served.

## **H. Contractor Deliverables**

- a. Contractor shall maintain current Drug Medi-Cal certifications.
- b. Contractor shall submit all information and data required by the State, including but not limited to:
  - i. Drug and Alcohol Treatment Access Reports
  - ii. Provider Waiting List Record
  - iii. CalOMS
  - iv. Cost Reports for each Fiscal Year.
- c. Contractor shall utilize the County's electronic health record for service documentation.
- d. Contractor shall provide linkages and referrals to the appropriate mental health service provider for individuals who may be in need of mental health treatment.
- e. Contractor shall maintain group counseling sign-in sheets which indicate the date, subject/title and duration of the service.
- f. Contractor shall retain records in accordance with Welfare & Institution (W&I) Code, Section 14124.1.
- g. Contractor will participate in the SUD Prevention Subcommittee of Kings Partnership for Prevention (KPPF) so as to increase community knowledge of services, and increase opportunities for community collaboration in prevention and treatment activities.
- h. Contractor will actively participate in the Kings Provider Network (KPN), in order to increase cross-communication, collaboration, and strengthening of the local provider network.
- i. Contractor shall submit all information and data required by the State, including but not limited to the post service post payment utilization review of DMC service.
- j. Contractor shall inform all Beneficiaries 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 for the benefit.
- k. Contractor shall advise beneficiaries in writing at least ten (10) calendar days prior to the effective date of the intended action to terminate or reduce services. This notice will include:
  - i. A statement of the action the provider intends to take
  - ii. The reason for the intended action
  - iii. A citation of the specific regulation(s) supporting the intended action
  - iv. An explanation of the beneficiary's right to a fair hearing to appeal the action
  - v. An explanation that the beneficiary may request a fair hearing by submitting a written request to:

Administrative Adjudication Division

Department of Social Services  
744 P Street, MS 19-37  
Sacramento, CA 95814  
Telephone: 1-800-743-8525  
T.D.: 1-800-952-8349

- vi. An explanation that Contractor shall continue treatment services pending a fair hearing decision only if the beneficiary appeals in writing to DHCS for a hearing within ten (10) calendar days of the mailing or personal delivery of the notice of intended action
- l. Contractor shall adhere to Culturally and Linguistically Appropriate Services (CLAS) Standards in all aspects of the program in order to appropriately serve families. This shall be documented through a submission of the Contractor's Cultural Competency or CLAS plan and/or policies related adherence to CLAS standards. Contractor will actively participate in the Kings County Cultural Competency Committee.
- m. Contractor shall provide Behavioral Health with quarterly report, which shall account for spending to date and remaining funding balance for the year, the total number of individuals served (unduplicated) each quarter, as well as outcomes for each quarter. Failure to submit reports with required data in a timely manner will result in the withholding of payments until Contractor is in compliance.
- n. Contractor shall submit a yearend report to Behavioral Health within 45 days of close of the fiscal year, which will reflect the revenues spent, costs, number of persons served, program outcomes, time studies for program employees, and overall implementation of the SOW above.
- o. All invoices must be submitted correctly and in a timely manner via email to within ten (10) business days after the service month.
- p. Contractor shall comply with all reporting requests from the County.
- q. Contractor shall adhere to the County's utilization and compliance review processes.
- r. Contractor shall identify a suitable representative to attend regularly scheduled meetings, training sessions, or other meetings scheduled by the Director of Behavioral Health or his/her designee. Meetings shall include, but are not limited to Contract Monitoring Meetings.

**I. Program Setting/Hours of Operation**

- a. Program Facilities Location: 311 North Douty Street, Hanford CA 93230
- a. Program Hours of Operation: Monday through Friday 8 a.m. to 6 p.m.

KINGS COUNTY BEHAVIORAL HEALTH

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Champions Recovery Programs, Inc.

**Perinatal Residential Treatment Services**

**EXHIBIT A**

**SCOPE OF WORK**

July 1, 2018 – June 30, 2020

Champions Recovery Programs, Inc. (Contractor) shall provide Perinatal Residential Treatment that offers the following American Society of Addiction Medicine (ASAM) levels 3.1- Clinically Managed Low Intensity, 3.5-Clinically Managed High Intensity, and Withdrawal Management 3.2 Residential/ Inpatient Withdrawal Management with capacity for up to fifteen (15) perinatal beneficiaries and five (5) dependents at any time. Perinatal is defined as pregnant women and women with dependent children pursuant to Title 45 Code of Federal Regulations (CFR) Part 96, Section 96.124(c). Contractor is anticipated to serve sixty (60) perinatal or non- perinatal beneficiaries per fiscal year.

The program will be identified as “Perinatal Residential” (PR). Contractor shall provide PR services at a location that are is licensed and/or certified by the California Department of Health Care Services (DBCH) for Perinatal and Non-Perinatal Treatment and Perinatal and Non-Perinatal Drug Medi-Cal. Contractor shall ensure that all PR services are in adherence with the DHCS Perinatal Practice Guidelines.

**Description of Perinatal Residential**

Contractor’s PR treatment is categorized as ASAM levels 3.1, 3.5, and 3.2. PR provides clinically managed residential services in a 24-hour supportive living environment. 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 other perinatal programming and community engagement classes are available for clients, in addition to employment and job readiness. PR is a child-friendly program, thus child visitation and opportunities are welcomed. Withdrawal Management is also available when deemed clinically necessary. All services shall be provided by Facility Monitors, Registered or Certified Counselors, Registered or Certified Case Manager, Licensed Practitioners of Healing Arts, and Medical Director.

**A. Beneficiary Enrollment**

- a. Contractor shall screen and assess potential beneficiaries within 24 hours to determine the appropriate level of care per American Society of Addiction Medicine (ASAM). Once a level of care is determined client will be referred to Hannah’s House and given interim services until a bed is available. Once admitted to Hannah’s House beneficiary will

receive an assessment via the *Matrix for Matching Adult Severity and Level of Function with Type and Intensity of Service*.

- b. Contractor shall ensure that potential beneficiaries meet the following criteria:
  - i. Women who are 18 years of age or older, and one or more of the following:
    - 1. Pregnant;
    - 2. Have dependent children;
    - 3. Attempting to regain custody of their children;
    - 4. Postpartum;
    - 5. Have infants that have been exposed to substances;
    - 6. Pregnant and substance using;
    - 7. Parenting and substance using, with children under the age of 5 (4 at enrollment).
- c. For each potential beneficiary, Contractor shall:
  - i. Establish that there is a medical necessity for the beneficiary to receive services. Medical necessity is established by the physician's admission of each beneficiary, the physician's review and signature of each beneficiary's treatment plan, and the physician's determination to continue services to the beneficiary.
  - ii. Identify the applicable DSM diagnostic code for each beneficiary.
- d. Contractor shall screen for the most amenable to treatment and highest priority. Admission priority is as follows:
  - i. Individuals who are pregnant and using injectable substances;
  - ii. Individuals who are pregnant and using substances;
  - iii. Individuals who are parenting and using injectable substances;
  - iv. Individuals who are parenting and using substances.
- e. Contractor shall prioritize providing PR services to Kings County Medi-Cal beneficiaries who meet medical necessity. Those PR services shall be called Drug Medi-Cal (DMC) PR.
- f. Contractor may provide PR services to Kings County residents who are not Medi-Cal beneficiaries who meet ASAM criteria. Those PR services shall be called Non-DMC PR. Contractor shall utilize the County Approved Sliding Fee Scale for participant fees. A participant's inability to pay fees should not impact access to Non-DMC PR services.
- g. Contractor shall provide Perinatal PR and Perinatal Non-PR for those clients who meet Perinatal eligibility.

## **B. Interim Services**

- a. Contractor shall create a wait list for individuals seeking treatment, inclusive of pre-enrollment tracking in the electronic health records, and provide the following Interim Services prior to enrollment:
  - i. Counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB), and the risk of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur;



- ii. Referrals for HIV or TB treatment services (if necessary);
- iii. Counseling pregnant women on the effects of alcohol and other drug use on the fetus;
- iv. Referrals for prenatal care for pregnant women;
- v. Implement an orientation and/or educational component that keeps individuals engaged as they wait for a treatment slot;
- vi. Using written plan, Contractor shall inform participants in accessing treatment services;
- vii. Engage in outreach and cross-collaboration with other organizations that may be able to refer participants in need of substance use disorder (SUD) treatment services.

**C. DMC PR and Non-DMC PR Services**

- a. Contractor shall provide DMC PR and Non-DMC PR services that are strength-based and focused on client individualized needs. Services may include:
  - i. Treatment Planning;
  - ii. Individual Sessions;
  - iii. Case Management;
  - iv. Medication Support;
  - v. Beneficiary Review Team Meetings;
  - vi. Group Treatment Sessions;
  - vii. Crisis Intervention;
  - viii. Relapse Prevention & Planning;
  - ix. Case Management to include enrollment documentation, activation of benefits, linkages and referrals, and care coordination;
  - x. Collateral Services will be provided (e.g. educating families to help develop their understanding of substance abuse and how they can support their family member who is experiencing a substance use disorder;
  - xi. Discharge and Transition Planning. Inclusive of step-up or step-down per ASAM;
  - xii. Drug Testing including urine analysis and blood alcohol concentration;
  - xiii. Linkage to Medication Assisted Treatment (MAT);
  - xiv. Linkage to employment training opportunities and educational opportunities;
  - xv. Educational about women’s sexuality and budgeting for the perinatal population and contagious illnesses for all populations.
- b. Contractor shall utilize evidence curriculums and treatment modalities for the provision of PR services. At minimum, Contractor shall utilize the following programs and curriculums in treatment services:
  - i. *The Matrix Model*: PR utilizes several modules within this curriculum as applicable to the client’s needs;
  - ii. *Living in Balance*. Incorporates the Twelve Steps and Cognitive Behavioral Learning principles. PR utilizes several modules within this curriculum as applicable to the client’s needs;

- iii. *Seeking Safety*. Present-focused counseling model to address trauma and substance use;
  - iv. *Nurturing Parenting*. Parenting program for perinatal population;
  - v. *Beyond Trauma*. Addresses the trauma exposure often experienced by those with a Substance Use Disorder;
  - vi. *Criminal & Addictive Thinking*. Identify maladaptive patterns, cues, and triggers and problem-solve solutions;
  - vii. *Socialization*. Identifying prosocial opportunities for engagement;
  - viii. *Family Ties*. Reparation of support systems and improvement of boundaries;
  - ix. *Beyond Violence*. Addresses traumatization, victimization, and perpetration.
  - x. *Managing Co-Occurring Disorders*. Change Companies program focused on co-occurring symptomology and coping skills.
- c. Contractor shall convene or participate in Beneficiary Review Team Meetings for the purpose of care coordination;
  - d. Contractor shall engage in community outreach.

#### **D. DMC PR Services**

- a. DMC PR services shall include the following as part of the treatment plan:
  - i. Identified DSM diagnostic code;
  - ii. Established the medical necessity for treatment;
  - iii. A statement of problems to be addressed;
  - iv. Goals to be reached which addresses each problem;
  - v. Actions steps that will be taken by the provider, and/or beneficiary to accomplish identified goals;
  - vi. Target dates for the accomplishment of action steps and goals;
  - vii. A description of services, including the type of counseling, to be provided and the frequency thereof;
  - viii. The goal of obtaining a medical examination if none has been done within the twelve (12) month period immediately prior to the treatment admission date;
  - ix. The assignment of a primary therapist or counselor;
  - x. All treatment plans shall be typed or legibly printed and signed & dated by the counselor and beneficiary within thirty (30) days of admission and by the physician within fifteen (15) calendar days of the counselor.
- b. DMC PR services shall include admission physical examinations, intake, medical direction, body specimen screens, treatment and discharge planning, crisis intervention, collateral services, group counseling, and individual counseling, provided by staff that are lawfully authorized to provide, prescribe and/or order these services.
  - i. Group counseling sessions focus on short term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Services will be provided by appointment. Each beneficiary will receive at least two (2) group counseling sessions per month.

- ii. Individual counseling is limited to intake, crisis intervention, collateral services, and treatment and discharge planning.
- c. Contractor shall establish, maintain, and update an individual patient record for each beneficiary admitted into treatment and receiving services. The individual patient record (file) will contain: name, client number, date of birth, gender, race and/or ethnicity, address, telephone number, next of kin or emergency contact, and all documentation gathered during the treatment episode, including all intake and admission data, all treatment plans, progress notes, continuing services justifications, laboratory test orders and results, referrals, counseling notes, discharge summary and any other information relating to the treatment services rendered to the beneficiary.
- d. Contractor shall ensure that all DMC PR services are provided under the supervision of a physician. The following requirements apply:
  - 1. Upon admission, each beneficiary will complete a personal, medical and substance abuse history.
  - 2. Within thirty (30) calendar days of admission to treatment, the beneficiary will undergo either a physical examination, or physician assistant authorized by state law to perform the prescribed procedures, or an assessment of the beneficiary's physical condition by a review of the beneficiary's medical history, substance abuse history, and/or the most recent physical examination documentation. If the assessment is made without a physical examination, the physician will complete a waiver specifying the basis for not requiring a physical examination.
- e. Contractor shall ensure that all DMC PR progress notes are legible. Progress notes shall include:
  - 1. A description of the beneficiary's progress on the treatment plan problems, goals, action steps, objectives, and/or referrals, and
  - 2. Information on a beneficiary's attendance including date (month, day, year) and duration in minutes of individual or group counseling sessions.
- f. Contractor shall ensure that DMC PR beneficiaries are provided a minimum of two (2) counseling sessions per thirty (30) day period except when the provider determines that:
  - i. Fewer beneficiary contacts are clinically appropriate, and
  - ii. The beneficiary is progressing toward treatment plan goals
- g. Contractor shall assess for continuing services no sooner than five (5) months and no later than six (6) months after the Beneficiary's admission to treatment date or the date of completion of the justification for continuing services. At that time, the counselor will review the progress and eligibility of the beneficiary to continue to receive services. If the counselor recommends that the beneficiary requires further treatment, the physician will determine the need to continue services based on the following factors:
  - i. The medical necessity of continuing treatment,
  - ii. The prognosis, and
  - iii. The counselor's recommendation for the beneficiary to continue receiving services.

## **E. Beneficiary Transition and Discharge Criteria**

- a. Transition of Beneficiaries to less or more intensive services will occur based upon ASAM guidelines. Transitions will be made upon mutual agreement of the Beneficiary and SUD Counselor and/or Licensed Professional of the Healing Arts (LPHA).
- b. Beneficiaries will be discharged when they meet one or more of the following criteria:
  - i. Beneficiary and SUD Counselor and/or LPHA agree during a Client Review Team that the Beneficiary has made sufficient progress to continue to meet their recovery needs in a healthy manner with a lower level of service.
  - ii. Beneficiary decides to terminate participation.
  - iii. Beneficiary transfers to another program.
  - iv. Beneficiary's behaviors are violent both physically and non-physical actions towards Contractors staff and/or their beneficiaries.
  - v. Beneficiary permanently moves outside of Kings County.
  - vi. Beneficiary requires a higher level of care than can be provided as part of the PR program.
  - vii. Beneficiary is incarcerated or placed in an Institute for Mental Disease (IMD).
  - viii. Beneficiary has a medical issue requiring specialized care.
  - ix. Beneficiary declines or refuses services and requests discharge.
  - x. Beneficiary has not participated or cannot be reached for an extended amount of time.
- c. Contractor shall complete a discharge summary upon Beneficiary discharge.

## **F. Staffing**

- a. Contractor agrees to provide the level of staffing for PR needed to meet the activities described in this Scope of Work.
- b. Contractor shall ensure that each staff has completed a minimum of four (4) hours of training every year in the areas of Cultural Competency, Gender Responsive Services, Co-occurring disorders, Title 22 and Ethics.
- c. Contractor shall ensure that staff who provide direct services will receive annual trauma-informed training.
- d. Contractor shall maintain training records for staff for seven (7) years.
- e. Contractor shall ensure that direct service staff receive training and demonstrate competency in specific treatment standards for Champions services; participant confidentiality; participant screening and assessment; participant referral; CPR; communicable diseases; cultural diversity; data collection; drug testing protocols; Program Registrar procedures; and volunteer training.
- f. Contractor shall compose a staff that reflects the diversity of population being served.

## **G. Contractor Deliverables**

- a. Contractor shall maintain current Drug Medi-Cal certifications.
- b. Contractor shall submit all information and data required by the State, including but not limited to:
  - i. Drug and Alcohol Treatment Access Reports
  - ii. Provider Waiting List Record

- iii. CalOMS
- iv. Cost Reports for each Fiscal Year.
- c. Contractor shall utilize the County's electronic health record for service documentation.
- d. Contractor shall provide linkages and referrals to the appropriate mental health service provider for individuals who may be in need of mental health treatment.
- e. Contractor shall maintain group counseling sign-in sheets which indicate the date, subject/title and duration of the service.
- f. Contractor shall retain records in accordance with Welfare & Institution (W&I) Code, Section 14124.1.
- g. Contractor will participate in the SUD Prevention Subcommittee of Kings Partnership for Prevention (KPPF) so as to increase community knowledge of services, and increase opportunities for community collaboration in prevention and treatment activities.
- h. Contractor will actively participate in the Kings Provider Network (KPN), in order to increase cross-communication, collaboration, and strengthening of the local provider network.
- i. Contractor shall submit all information and data required by the State, including but not limited to the post service post payment utilization review of DMC service.
- 1. Contractor shall engage in activities which promote servicing the priority clientele such as:
  - a. Establishing and strengthening relationships with local OBGYN and maternal health clinics, providing linkages to Perinatal residential SUD services;
  - b. Establishing and strengthening relationships with Public Health and their WIC unit for service linkage to PR and other substance use disorder treatment services.
- j. Contractor shall inform all Beneficiaries 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 for the benefit.
- k. Contractor shall advise beneficiaries in writing at least ten (10) calendar days prior to the effective date of the intended action to terminate or reduce services. This notice will include:
  - i. A statement of the action the provider intends to take
  - ii. The reason for the intended action
  - iii. A citation of the specific regulation(s) supporting the intended action
  - iv. An explanation of the beneficiary's right to a fair hearing to appeal the action
  - v. An explanation that the beneficiary may request a fair hearing by submitting a written request to:
 

Administrative Adjudication Division  
 Department of Social Services  
 744 P Street, MS 19-37  
 Sacramento, CA 95814  
 Telephone: 1-800-743-8525  
 T.D.: 1-800-952-8349
  - vi. An explanation that Contractor shall continue treatment services pending a fair hearing decision only if the beneficiary appeals in writing to DHCS

for a hearing within ten (10) calendar days of the mailing or personal delivery of the notice of intended action

- l. Contractor shall adhere to Culturally and Linguistically Appropriate Services (CLAS) Standards in all aspects of the program in order to appropriately serve families. This shall be documented through a submission of the Contractor's Cultural Competency or CLAS plan and/or policies related adherence to CLAS standards. Contractor will actively participate in the Kings County Cultural Competency Committee.
- m. Contractor shall provide Behavioral Health with quarterly report, which shall account for spending to date and remaining funding balance for the year, the total number of individuals served (unduplicated) each quarter, as well as outcomes for each quarter. Failure to submit reports with required data in a timely manner will result in the withholding of payments until Contractor is in compliance.
- n. Contractor shall submit a yearend report to Behavioral Health within forty-five (45) days after the end of each fiscal year, which will reflect the revenues spent, costs, number of persons served, program outcomes, time studies for program employees, and overall implementation of the SOW above.
- o. All invoices must be submitted correctly and in a timely manner via email to within ten (10) business days after the service month.
- p. Contractor shall comply with all reporting requests from the County.
- q. Contractor shall adhere to the County's utilization and compliance review processes.
- r. Contractor shall identify a suitable representative to attend regularly scheduled meetings, training sessions, or other meetings scheduled by the Director of Behavioral Health or his/her designee. Meetings shall include, but are not limited to Contract Monitoring Meetings.

#### **H. Program Setting/Hours of Operation**

- a. Program Facilities Location: 222 Keith Street, Hanford, CA 93230
- b. Program Hours of Operation: Office hours are Monday through Friday from 8:00 AM to 5:00 PM. Hannah's House services will be provided on-site Monday through Sunday. Hannah's House staff will be available to provide crisis intervention 24 hours-per-day, 7 days-per-week through the on-call crisis coverage system.

**KINGS COUNTY BEHAVIORAL HEALTH  
&  
Champions Recovery Alternative Program, Inc.**

**Celebrating Families (Substance Use Disorder Prevention)**

**SCOPE OF WORK  
July 1, 2018 – June 30, 2020**

Champions Recovery Programs, Inc. (Contractor) shall provide an American Society of Addiction Medicine (ASAM) 0.5 substance use disorder prevention and early intervention program for up to sixty (60) adults and older adults, ages eighteen (18) and over, who are experiencing substance use disorders. The program will be identified as “Celebrating Families”.

**A. Description of Celebrating Families**

Contractor’s Celebrating Families program is a sixteen (16) week evidence based cognitive behavioral, support group model written for families in which one or both parents have a serious problem with alcohol or other drugs and in which there is a high risk for domestic violence, child abuse, or neglect.

**B. Program Criteria**

- a. Parents & caregivers of children ages 0-17 are seeking to:
  - o Break the cycle of addiction;
  - o Decrease participants use of alcohol and other drugs;
  - o Increase the rate of family reunification.

**C. Program Enrollment**

- a. Upon receipt of Referral Form from any Kings County Department, community based organization, or self-referral, Contractor will initiate contact with the individual referred within three (3) business days to setup an initial meeting to share about the Celebrating Families and begin rapport building with the individual who was referred.
- b. Contractor will schedule meeting to enroll the individual.
- c. Contractor shall enroll the individual in Celebrating Families.
  - o At enrollment, Contractor shall complete the following:
    - Open the Participant to services in Anasazi and document the following:
      - Champions Demographic Form;
      - Group Progress Notes.
    - Celebrating Families Participant Enrollment Form;
    - Celebrating Families Participant Commitment;

- Celebrating Families Policy Regarding Participants Being Under the Influence;
- Champions Referral Form;
- Champions Authorization for the Release of Protected Health Information;
- Champions Photo Release Form;
- Champions Client’s Rights & Responsibilities Non-Discrimination and Grievance Policy;
- Champions Equal Opportunity is the Law;
- Champions Consent to Follow-Up;
- Consent for Treatment of Services;
- California Meagan’s Law Check Form;
- Adult-Adolescent Parenting Inventory (AAPI-2) inventory Form A – PreTest;
- Adverse Childhood Experience (ACE) Questionnaire for Parent;
- Adverse Childhood Experience (ACE) Questionnaire for Children;
- Contractor specific forms, which will be completed, include: Informed Consent and Description of Services, Request for Records, and Chart Audit Form.

**D. Assessments**

- a. All participants shall 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.
- b. Subscales
  - Responses to the AAPI-2.1 provide an index of risk in five specific parenting and child rearing behaviors:
    - Construct A - Expectations of Children;
    - Construct B - Parental Empathy towards Children’s Needs;
    - Construct C - Use of Corporal Punishment;
    - Construct D - Parent-Child Family Roles;
    - Construct E - Children’s Power and Independence.
- c. All participants shall complete the Adverse Childhood Experiences (ACE) assessment to help inform additional treatment recommendations and linkages.

**E. Transition and Discharge Criteria**

- a. Participants will be discharged when they meet one or more of the following criteria:
  - Participant has successfully completed the Celebrating Families program;
    - Adult-Adolescent Parenting Inventory (AAPI-2) inventory Form B – PreTest is given at completion.
  - Participant decides to terminate participation in Celebrating Families;
  - Participant’s behaviors that are unsafe to Celebrating Families team members and other Participants;



- Participant moves outside of Kings County on a permanent basis;
- Participant is not present for an extended amount of time to appropriately participate in services.

#### **F. Staffing**

- a. Contractor agrees to provide the level of staffing for the Celebrating Families program needed to meet the activities described in this Scope of Work.
- b. Contractor shall ensure that each staff has completed a minimum of four (4) hours of training every year in the areas of Cultural Competency, Gender Responsive Services, and Ethics.
- c. Contractor shall maintain training records for staff for seven (7) years.
- d. Contractor shall ensure that direct service staff receive training and demonstrate competency in specific treatment standards for Celebrating Families services; participant confidentiality; participant screening and assessment; participant referral; CPR; cultural diversity; and data collection.
- e. Contractor shall compose a staff that reflects the diversity of population being served.

#### **G. Program Setting/Hours of Operation**

- a. Program Facilities Location: 311 N. Douty Street, Hanford, CA 93230
- b. Program Hours of Operation: Office hours are Monday through Friday from 8:00 AM to 6:00 PM. Celebrating Families services will be provided on-site on Tuesdays and Wednesdays from 5:00 PM until 7:30 PM. Celebrating Families team members will be available to provide crisis intervention during the office hours and service provided time.

#### **H. Contractor Deliverables**

- a. Contractor will participate in the SUD Prevention Subcommittee of Kings Partnership for Prevention (KPPF) to increase community knowledge of services, and increase opportunities for community collaboration in prevention and treatment activities.
- b. Contractor will implement and utilize the *Celebrating Families!*<sup>TM</sup> evidence-based curriculum for the program.
- c. Contractor will actively participate in the Kings Provider Network (KPN), in order to increase cross-communication, collaboration, and strengthening of the local provider network.
- d. Contractor shall provide prevention services to children and families of persons with a substance use disorder (SUD) in accordance with the Celebrating Families Model curriculum.
- e. Contractor will ensure accessibility to prevention services through the following efforts by creating a waiting list for individuals/families seeking to participate in the Celebrating Families Program.

- f. Contractor shall adhere to Culturally and Linguistically Appropriate Services (CLAS) Standards in all aspects of the program in order to appropriately serve families. This shall be documented through a submission of the Contractor's Cultural Competency or CLAS plan and/or policies related adherence to CLAS standards. Contractor will actively participate in the Kings County Cultural Competency Committee.
- g. Contractor shall provide Behavioral Health with quarterly report, which shall account for spending to date and remaining funding balance for the year, the total number of individuals served (unduplicated) each quarter, as well as outcomes for each quarter. Failure to submit reports with required data in a timely manner will result in the withholding of payments until Contractor is in compliance.
- h. Contractor shall submit a yearend report to Behavioral Health within forty-five (45) days of close of the fiscal year, which will reflect the revenues spent, costs, number of persons served, program outcomes, time studies for program employees, and overall implementation of the SOW above.
- i. All invoices must be submitted correctly and in a timely manner via email to within ten (10) business days after the service month.
- j. Contractor shall comply with all reporting requests from the County.
- k. Contractor shall adhere to the County's utilization and compliance review processes.
- l. Contractor shall identify a suitable representative to attend regularly scheduled meetings, training sessions, or other meetings scheduled by the Director of Behavioral Health or his/her designee. Meetings shall include, but are not limited to Contract Monitoring Meetings.

**KINGS COUNTY BEHAVIORAL HEALTH  
&  
Champions Recovery Alternative Program, Inc.**

**Collaborative Justice Treatment Court (CJTC) Drug Testing**

**SCOPE OF WORK  
July 1, 2018- June 30, 2020**

Champions Recovery Programs, Inc. (Contractor) shall provide drug testing services to Kings County Collaborative Justice Treatment Court (CJTC) participants as prescribed by the CJTC treatment team.

**A. Eligibility Criteria**

1. Must be a current participant in the Kings County CJTC and referred by the CJTC treatment team.

**B. Services Provided**

1. Contractor shall provide drug testing services to an average of twenty (20) participants per day, excluding Sundays and holidays, as prescribed by the CJTC treatment team.
2. Contractor shall ensure drug testing is provided at a State Licensed and/or Certified location to eligible beneficiaries in Kings County and in accordance with California code of Regulations Title 22 Sections 513410, 51490.1,
3. Contractor shall utilize evidence-based drug testing procedures as prescribed by SAMHSA: TAP32 (Clinical Drug Testing in Primary Care), which requires direct observations of specimen retrieval, strict chain of custody, the use of adulteration strips, and interpretation of testing results per the guidelines. Further, contractor will submit any required level testing to Redwood Toxicology and purchase all testing supplies from the same to ensure strict testing integrity standards.
4. Contractor shall participate in CJTC meetings as requested.

**C. Reporting/Process**

1. Contractor shall utilize testing and reporting software to be provided by Kings County Behavioral Health Department and submit all testing results instantaneously within that reporting systems.
2. Contractor shall utilize an eight (8) panel drug test which test for M-AMP, AMP, THC, Opiates, Benzodiazepines, Cocaine, PCP, and OxyContin.
3. Participants will randomly be swabbed for Alcohol using an Alco Screen four (4) minute saliva screening test.
4. Participant and Contractor staff will then Initial, Date, Time and mark the proper result (Negative/positive).

5. If test is positive staff will make a copy of the testing panel, then fill it out with participant information. Participant will then sign to confirm the positive results.
6. All specimen will be sent to Redwood Toxicology for confirmation on levels.
7. Specimen will be sent off on the same business day.

**D. Staffing**

1. Contractor will have two primary testers available at during testing hours, one male and one female.

**E. Setting/ Hours of Operation**

1. Program Facility Location: 311 N. Douty St, Hanford, CA 93230
2. Program Hours of Operation: Monday thru Friday, 7:00AM to 1:00PM and 5:00PM to 6:00 PM; and Saturday from 8:00AM to 12:00PM.
3. Contractor will notify Kings County Behavioral Health with a list of closed holidays at the beginning of each calendar year.

**EXHIBIT B****Outpatient Drug Free (ODF) Substance Use Disorder Treatment****BUDGET****CHAMPIONS****Fiscal Year 18/19 - 19/20**

<b>SALARIES</b>	<b>FTE</b>	<b>Budget Amount</b>
Executive Director	0.25	\$29,846
Director of Operations	0.25	\$17,216
Human Resource Director	0.33	\$16,190
Admin Assistant	0.28	\$7,664
Administrative Clerk	0.40	\$11,877
Clinical Director	0.30	\$25,992
Clinical Supervisor		\$12,530
Clinician	0.50	\$12,120
Program Manager	0.50	\$32,652
Counselor II (3)	2.60	\$104,960
Counselor II (Avenal)		\$5,678
Counselor I		\$17,200
Case Manager (4)	2.50	\$49,384
Case Manager (Avenal)		\$9,560
Receptionist (Hanford)	0.50	\$14,492
Receptionist (Avenal)		\$6,295
Salaries Total	8.41	<b>\$373,656</b>
<b>BENEFITS</b>		
Taxes		\$33,820
Worker's Comp		\$13,059
Health Care		\$28,065
Benefits Total		<b>\$74,944</b>
Salaries & Benefits Total		<b>\$448,600</b>
<b>OPERATING EXPENSES</b>		<b>\$151,400</b>
<b>TOTAL BUDGET</b>		<b>\$600,000</b>

**EXHIBIT B****Intensive Outpatient Treatment (IOT) Substance Use Disorder Treatment****BUDGET****CHAMPIONS****Fiscal Year 18/19 - 19/20**

<b>SALARIES</b>	<b>FTE</b>	<b>Budget Amount</b>
Executive Director	0.21	\$20,707
Director of Operations	0.21	\$12,352
Human Resource Director	0.33	\$16,128
Admin Assistant	0.21	\$4,909
Administrative Clerk	0.40	\$12,031
Clinical Director	0.25	\$25,984
Clinical Supervisor		\$12,508
Clinician	0.50	\$12,640
Program Manager	0.50	\$15,912
Pediatric Therapist		\$6,864
Counselor II (2)	0.90	\$21,222
Counselor II (Avenal)		\$5,678
Counselor I	1.00	\$35,360
Case Manager	2.00	\$50,948
Case Manager (Avenal)		\$12,280
Receptionist (Hanford)	0.50	\$14,493
Receptionist (Avenal)		\$6,295
Salaries Total	7.01	<b>\$286,311</b>
<b>BENEFITS</b>		
Taxes		\$25,959
Worker's Comp		\$8,333
Health Care		\$18,127
Benefits Total		<b>\$52,419</b>
Salaries & Benefits Total		<b>\$338,730</b>
<b>OPERATING EXPENSES</b>		<b>\$111,270</b>
<b>TOTAL BUDGET</b>		<b>\$450,000</b>

**EXHIBIT B**Perinatal Residential Treatment Services**BUDGET****CHAMPIONS****Fiscal Year 18/19 - 19/20**

<b>SALARIES</b>	<b>FTE</b>	<b>Budget Amount</b>
Executive Director	0.15	\$27,658
Director of Operations	0.15	\$15,040
Human Resource Director	0.32	\$15,706
Admin Assistant	0.15	\$7,020
Administrative Clerk	0.20	\$9,292
Clinical Director	0.15	\$22,284
Clinical Supervisor	1.00	\$62,667
Pediatric Therapist	0.70	\$20,176
Program Manager	1.00	\$54,848
Counselor II (2)	1.75	\$65,112
Clinician	1.00	\$45,765
Case Manager	1.00	\$30,720
Facility Monitor (4)	4.00	\$96,203
Reception	1.00	\$26,784
Salaries Total	12.57	<b>\$499,275</b>
<b>BENEFITS</b>		
Taxes		\$45,558
Worker's Comp		\$13,585
Health Care		\$20,402
Benefits Total		<b>\$79,545</b>
Salaries & Benefits Total		<b>\$578,820</b>
<b>OPERATING EXPENSES</b>		<b>\$121,180</b>
<b>TOTAL BUDGET</b>		<b>\$700,000</b>

**EXHIBIT B**Celebrating Families**BUDGET****CHAMPIONS****Fiscal Year 18/19 - 19/20**

<b>SALARIES</b>	<b>FTE</b>	<b>Budget Amount</b>
Executive Director	0.01	\$3,670
Director of Operations	0.01	\$1,344
Human Resource Director	0.02	\$853
Program Manager	0.45	\$24,120
Facilitators (3)	2.90	\$55,929
Salaries Total	3.39	<b>\$85,916</b>
<b>BENEFITS</b>		
Taxes		\$7,545
Worker's Comp		\$2,068
Health Care		\$3,281
Benefits Total		<b>\$12,894</b>
Salaries & Benefits Total		<b>\$98,810</b>
<b>OPERATING EXPENSES</b>		<b>\$16,190</b>
<b>TOTAL BUDGET</b>		<b>\$115,000</b>



**EXHIBIT B****Collaborative Justice Treatment Court (CJTC) Drug Testing**  
**BUDGET****CHAMPIONS****Fiscal Year 18/19 - 19/20**

<b>SALARIES</b>	<b>FTE</b>	<b>Budget Amount</b>
Tester	1.00	\$27,423
2 - Tester (Female)	1.90	\$15,215
Salaries Total	2.9	<b>\$42,638</b>
<b>BENEFITS</b>		
Taxes		\$3,900
Worker's Comp		\$1,107
Health Care		\$1,985
Benefits Total		<b>\$6,992</b>
Salaries & Benefits Total		<b>\$49,630</b>
<b>OPERATING EXPENSES</b>		<b>\$10,370</b>
<b>TOTAL BUDGET</b>		<b>\$60,000</b>

## Exhibit C

County of Kings

2016 ADA Self-Evaluation

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### Appendix E.

#### Kings County ADA Grievance Procedure

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

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

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

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

## Exhibit C

County of Kings

2016 ADA Self-Evaluation

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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.)

## HIPAA Business Associate Exhibit

### I. Recitals.

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

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

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

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

E. As set forth in this Agreement, Contractor **Champions**, 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 wrap around ("WRAP") Program Services.** Use and disclose PHI to provide WRAP program services to County. WRAP program services means the provision of services to children/youth and families, including individuals who are members of a class of children covered by Katie A. v Bonta (Katie A) settlement based on the Multidimensional Treatment Foster Care model and 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.

# **Behavioral Health County of Kings Branding Policy**

Created August, 2009

## Overview

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

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

## Purpose

The services funded by BH are almost entirely funded with public dollars, and driven by taxpayer revenue. As such BHA deems it necessary to demonstrate to the public how it is A) utilizing those public funds, B) exhibit the types of projects, programs, and services it is funding, C) generating public awareness of the collaboration between the various programs in the county and the BH.

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

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

are utilized in a manner that is deemed offensive, discriminatory, political, or violate any County wide policies, then BH has a right to request that the materials be revised to eliminate any of the mentioned issues. BH does reserve the right to approve the use of materials utilizing the BHA Brand should the need arise.

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

#### Benefits

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

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

BH is available to address any concerns, and or address any issues not covered in the policy on case by case bases.



## 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](http://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](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](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](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

## ASSURANCES AND CERTIFICATIONS

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

A. Contractor certifies and agrees that:

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

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

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, *et seq.* of the California Government Code, or Title 9, Section 10800, *et seq.* of the California Code of Regulations may



individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.

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

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

#### Drug-Free Workplace Government Code Section 8355

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.

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

BY: \_\_\_\_\_



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 2, 2019

**SUBMITTED BY:** Behavioral Health – Lisa Lewis/UnChong Parry

**SUBJECT:** AMENDMENT TO AGREEMENTS WITH CHAMPIONS RECOVERY  
ALTERNATIVE PROGRAMS, INC.

**SUMMARY:**

**Overview:**

The Behavioral Health (BH) Department has five (5) contractual agreements with Champions Recovery Alternative Program, Inc. Behavioral Health is requesting an agreement amendment to extend each agreement term through June 30, 2018.

**Recommendation:**

Authorize the Chairman to sign the amendment to the Agreements with Champions Recovery Alternative Programs, Inc. for Substance Use Treatment Programs and Primary Prevention Programs as follows: (1) Perinatal Residential Treatment Services, (2) Outpatient Drug Free Substance Use Disorder Treatment, (3) Intensive Outpatient Treatment, (4) Celebrating Families (Substance Use Disorder Prevention), and (5) Collaborative Justice Treatment Court Drug Testing.

**Fiscal Impact:**

There is no impact to the County General Fund.

**BACKGROUND:**

Behavioral Health offers Substance Use Treatment Programs and Primary Prevention Programs in the community, and the agency currently has five (5) service programs with the contract provider, Champions Recovery Alternative Program, Inc.

(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**

### **AMENDMENT TO AGREEMENTS WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.**

**April 2, 2019**

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- (1) Perinatal Residential (PR) Treatment (Hannah's House) offers Clinically Managed Low Intensity, Clinically Managed High Intensity, and Withdrawal Management Residential/Inpatient Withdrawal Management for women with substance use issue before and after pregnancy with capacity for up to fifteen (15) perinatal beneficiaries and five (5) dependents at any time. PR provides clinically managed residential services in a 24-hour supportive living environment. The 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 other perinatal programming and community engagement classes are available for clients, in addition to employment and job readiness. PR is a child-friendly program, thus child visitation and opportunities are welcomed. Withdrawal Management is also available when deemed clinically necessary. All services are provided by Facility Monitors, Registered or Certified Counselors, Registered or Certified Case Manager, Licensed Practitioners of Healing Arts, and Medical Director.
- (2) Outpatient Drug Free (ODF) Treatment is focused on assessment, individual and group counseling, beneficiary education, and care coordination. It is a strength-based and focused on client individualized needs that includes a treatment planning, individual and group treatment session, crisis intervention, and relapse prevention and planning. It focuses on short term personal, family, job, school, and other problems and their relationship to substance abuse or a return to substance abuse. All services are provided by certified and/ or licensed counselors at locations that are licensed and/or certified by the Department of Health Care Services for up at least 400 unduplicated adults ages eighteen (18) and over experiencing substance use disorders.
- (3) Intensive Outpatient Treatment (IOT) treatment focuses on assessment, individual and group counseling, beneficiary education, and care coordination. It provides individualized treatment plans that are tailored to meet their unique needs so that their treatment goals can be most appropriately met and accommodate to their work and family life. These individualized treatment plans will include a variety of therapeutic interventions, which may include the following: medication management, individual and group therapy, family therapy, and continuing care. All services are provided by registered or certified counselors, registered or certified case manager, licensed practitioners of Healing Arts, and Medical Director. This program services for up to 50 unduplicated adults age 18 and up.
- (4) Celebrating Families (CF) is one of the few family-based, trauma-informed, skill building curriculums specifically addressing addiction listed on Substance Abuse & Mental Health Services Agency's (SAMHSA) National Registry of Evidence Based Programs & Practices. It is based upon the CF curriculum, which is an evidence based cognitive behavioral, support group model written for families in which one or both parents have a serious problem with alcohol or other drugs and in which there is a high risk for domestic violence, child abuse, or neglect. CF works with every member of the family for 16 weeks, from ages 3 through adult, to strengthen recovery from alcohol and/or other drugs, break the cycle of addiction, and increase successful family reunification. CF fosters the development of safe, healthy, fulfilled, and addiction-free individuals and families by increasing resiliency factors and decreasing risk factors while incorporating addiction recovery concepts with healthy family living skills. This program

## **Agenda Item**

### **AMENDMENT TO AGREEMENTS WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.**

**April 2, 2019**

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services for up to 60 adults and older adults, ages eighteen (18) and over, who are experiencing substance use disorders

- (5) Drug Testing Program provides drug testing to Kings County Collaborative Justice Treatment Court (CJTC) participants as prescribed by the CJTC treatment team.

BH provides oversight of these program services to comply with Federal, State, and County contract guidelines and designed to meet Countywide needs and State mandates for the prevention, intervention and/or treatment of alcohol and other drug misuse, abuse, and addiction.

BH has encountered some challenges implementing these contracts. The Department has gone through major changes over the past few years: a new Department Director, reorganization of the Department including the change of the Substance Use Disorder (SUD) Program Manager. In addition, the contract provider also has gone through organizational changes in the past year, which caused many staff changes and reorganization of their responsibilities.

These five (5) service agreements were last executed on:

- (1) Perinatal Residential Treatment Services – March 10, 2015
- (2) Outpatient Drug Free (ODF) Substance Use Disorder Treatment – March 10, 2015
- (3) Intensive Outpatient Treatment (IOT) – June 8, 2016
- (4) Celebrating Families – March 24, 2017
- (5) Collaborative Justice Treatment Court (CJTC) Drug Testing – October 25, 2016

The Department is currently in the process of finalizing the service provider contract for Fiscal Years 2018-2019 & 2019-2020. The approval of the proposed amendment will bring the Contract current and provides transition to the proposed new agreement, which will be considered under a separate agenda item. The new revised and updated service provider contract will consolidate all five (5) previous service provider contracts within one all-inclusive contract. This consolidation will assist the Department in its goal to better manage, monitor, and provide efficient contract oversight. A plan of action, including methodology and quality assurance, has been developed to ensure diligent and improved contract oversight.

This agreement has been reviewed and approved by County Counsel as to form, and a copy of this agreement is on file with the Clerk of the Board.

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
COUNTY OF KINGS AND  
CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.**

Collaborative Justice Treatment Court Drug Testing Services

This first Amendment (“Amendment I”) to that certain Agreement entered into on October 25, 2016, is made on the 2nd day of April, 2019, by and between the County of Kings (“County”) and Champions Recovery Alternative Programs, Inc. (“Contractor”) upon the following terms and conditions:

**RECITALS**

WHEREAS, the County and Contractor entered into that certain Agreement on October 25, 2016, for the Collaborative Justice Treatment Court (CJTC) Drug Testing Services; and

WHEREAS, as set forth in Section 6, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties intend to modify this Agreement to reflect changes in Exhibit A.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit A to that certain Agreement shall be replaced with Revised Exhibit A attached hereto and incorporated herein as though fully set forth. Any reference throughout the Agreement or its Exhibits to “Exhibit A” shall be replaced with “Revised Exhibit A”.
2. The recitals are an integral part of this Amendment and are incorporated herein.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

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

County

Contractor

By: \_\_\_\_\_  
Joe Neves, Chairman  
Kings County Board of Supervisors

By: \_\_\_\_\_  
Champions Recovery Alternative  
Programs, Inc.

Attest:

\_\_\_\_\_  
Catherine Venturella, Clerk

APPROVED AS TO FORM:  
David A Prentice, Interim County Counsel

By: \_\_\_\_\_  
Juliana F Gmur, Assistant County Counsel

## REVISED EXHIBIT A

### SCOPE OF WORK

November 1, 2016 to June 30, 2018

#### COORDINATION OF SERVICES

1. Champions Alternative Recovery Programs (Contractor) shall provide drug testing services to participants within the Collaborative Justice Treatment Court (CJTC) as prescribed by the CJTC team per this Agreement.
2. Contractor shall provide services at a State Licensed and/or Certified location to eligible beneficiaries in Kings County and in accordance with California Code of Regulations Title 22 Sections 51341.1, 51490.1, and 51516.1.
3. Contractor will render services to an average of 20 CJTC clients per day Sunday through Saturday under this agreement as a condition for their participation in the CJTC program.
4. Contractor will implement and utilize evidence-based drug testing procedures as prescribed by SAMHSA: TAP 32 (Clinical Drug Testing in Primary Care), which requires direct observation of specimen retrieval, strict chain of custody, the use of adulteration strips, and interpretation of testing results per the guidelines. Further, contractor will submit any required level testing to Redwood Toxicology and purchase all testing supplies from the same to ensure strict testing integrity standards.
5. Contractor will utilize testing and reporting software to be provided by Kings County Behavioral Health Department and submit all testing results instantaneously within that reporting system.
6. Contractor will participate in CJTC meetings as requested in order to strengthen the knowledge of participants and CJTC policies and procedures.

#### **13045-Drug Testing**

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**NOTE: Clients of Champions Recovery Alternative Programs, Inc. are afforded privacy and confidentiality under the Health Insurance Portability and Accountability Act (HIPAA) and the Code of Federal Regulations (CFR) 42, Part 2. Any information that would disclose the identity of the client as a substance abuse treatment recipient and any identifiable health information held or transmitted by Champions will not be disclosed without written consent by the client. Champions' staff will adhere to the regulations and law outlined within HIPAA and CFR 42, Part 2 in order to protect the privacy, security, and confidentiality of the client.**

Champions will adhere to the Substance Abuse and Mental Health Services Administration (SAMHSA) Technical Assistance Publication Series (TAP) 32 which outlines Clinical Drug Testing in Primary Care. Champion's staff will test all clients in their respective programs periodically and randomly (per the Admissions Agreement). Clients are required to pay for drug testing, unless prior payment arrangements have been set up by the referring party or are covered by Drug Medi-Cal.

#### **Collection of Specimen:**



- Staff will collect the specimen from the client of same sex only, and make other arrangements for those clients of opposite sex with appropriate staff.
- Staff must inform clients of the purpose of testing, the testing process, and confidentiality.
- Staff must ensure that the restroom is clean and set-up properly for the specimen collection.
- Staff must make every effort to ensure client privacy.
- Staff will prohibit the client from bringing any excessive personal property into the restroom and remove any jackets.
- Staff will visibly observe the specimen leave the body into the collection cup from a reasonable distance within the same restroom.
- Staff will ensure specimen is of appropriate temperature by thermometer strip on the testing collection cup and that the amount provided is reasonable for testing purposes.

#### **In-House Instant-Read (Dip) Testing:**

- Directions for in-house (dip) test (to be performed by client, and observed by staff):
  1. Remove the device from the foil pouch
  2. Pull the plastic cap from the device (with the thermometer strip on cup)
  3. Dip the revealed sample pads into the urine sample for a minimum of 10-15 seconds
  4. Remove the device from the urine and replace the plastic cap
  5. Place on a flat surface. Read test results at 5 minutes
  - 6.
- Utilize an adulteration strip to test for sample tampering, utilizing these steps:
  1. Remove the strip(s) from the canister and recap tightly. Dip test strip into urine specimen and remove immediately
  2. Blot the test gently on its side to remove excess urine. NOTE: It is important to blot the test strip for consistent results
  3. Read results in one (1) minute by comparing each pad with the color chart printed on the canister. **Do not interpret test results after 4 minutes**
  4. If the test indicates adulteration, refer to your Drug Free Policy for guidelines on handling adulterated specimens. **\*\*See note at end of policy**

#### **Interpreting:**

- Staff will interpret the test results in a private location (designated interpretation location per program site) with client present.
- Temperature must be measured to be valid between 90-100 degrees.
- Urine creatinine (24-hour sample) values can range from 500 to 2000 mg/day. Results depend on your age and amount of lean body mass. Another way of expressing the normal range for test results is:
  - 14 to 26 mg per kg of body mass per day for men
  - 11 to 20 mg per kg of body mass per day for women

*Normal value ranges may vary slightly among different laboratories. Some labs use different measurements or test different samples.*

- Clients will be notified of the results in private (and act accordingly per the Policy & Procedures

of each program). Policy dictates that should a client require a level test be conducted, one will be conducted per request and policy.

- The results will be recorded in the client electronic chart, as well as the Drug Testing Binder. A copy of a Test positive form will be scanned and completed for all positive tests to be kept in the file and documented in EHR.

#### **Level Testing:**

- Should levels (laboratory) testing be required, the following procedures will be followed:
  1. Instead of standard, cap-less specimen container, specimen will be captured in a laboratory (threaded cap) specimen container
  2. Staff member will fill out specimen container label (with Client ID # only) and have client verify, as well as the Champions UA Levels Test Inventory Sheet
  3. Staff member will place label onto exterior of container
  4. Client will place cap and tighten securely, then wipe down exterior of container (if necessary)
  5. Client will place a tamper-proof security seal across the container cap, then place container into provided Ziploc-style baggie
  6. Staff will instruct client to place specimen into shipping container (box)
  7. Staff will deposit shipping container into outgoing mail slot at Post Office
  8. Upon receipt of levels (laboratory) testing results, staff will make appropriate entry into the client's electronic record

#### **Staff Duty:**

- Staff it is your duty to understand drug testing/ screening purpose, policies, and procedures.
- Staff must follow the Champions Drug Testing Policy & Procedure-No Exceptions.
- Further, it is your duty to ensure that all clients are tested without fail and documented accordingly.

#### **Understanding adulteration testing:**

- Creatinine - Creatinine is a waste product of creatinine, an amino-acid contained in muscle tissue and found in urine. A person may attempt to foil a test by drinking excessive amounts of water or diuretics such as herbal teas to "flush" the system. Creatinine and specific gravity are two ways to check for dilution and flushing. Low creatinine and specific gravity levels may indicate dilute urine. The absence of creatinine (<5 mg/dl) is indicative of a specimen not consistent with human urine.
- Specific Gravity - tests for sample dilution. Values outside the normal range of 1.003 to 1.030 may be the result of specimen dilution or adulteration.
- Nitrite - include common commercial adulterants such as Klear or Whizzies. They work by oxidizing the major cannabinoid metabolite THC-COOH. Normal urine should contain no trace of nitrite.
- Glutaraldehyde - Adulterants such as UrinAid and Clear Choice contain glutaraldehyde which may cause false negative screening results by disrupting the enzyme used in some immunoassay tests. Glutaraldehyde is not normally found in urine.
- pH - Normal pH levels should be in the range of 4.0 to 9.0. Values outside of this range may indicate sample tampering.
- Oxidants/PCC - Oxidizing agents such as bleach, hydrogen peroxide and pyridinium chlorochromate (UrineLuck) are commonly used adulterants. Normal human urine should not contain oxidants or PCC.

**Invalid Result:** Refers to the result reported by a laboratory for a urine specimen that contains an unidentified adulterant, contains an unidentified interfering substance, has an abnormal physical characteristic, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing testing or obtaining a valid drug test result.

**Client Refusal or Failure to Produce a sample:** Failure to provide a sample or failure to test will result in an automatic positive result noted (including reason).

<b>CJTC Drug Testing FY 16/17</b>	
<b>Salaries Budget</b>	
Tester - Male	5,179
Tester - Female	6,877
<b>Salaries Total</b>	<b>12,056</b>
<b>Benefits</b>	
Taxes	1,663
Worker's Comp	162
Health Care	0
<b>Benefits Total</b>	<b>1,825</b>

<b>Salaries &amp; Benefits Total</b>	<b>13,881</b>
<b>Operating Expense</b>	<b>5,505</b>
<b>Total Budget</b>	<b>19,386</b>

<b>CJTC Drug Testing FY 17/18</b>	
<b>Salaries Budget</b>	
Tester - Male	16,353
Tester - Female	13,065
<b>Salaries Total</b>	<b>29,418</b>
<b>Benefits</b>	
Taxes	2,733
Worker's Comp	1,102
Health Care	1,067
<b>Benefits Total</b>	<b>4,901</b>

<b>Salaries &amp; Benefits Total</b>	<b>34,319</b>
<b>Operating Expense</b>	<b>11,237</b>
<b>Total Budget</b>	<b>45,556</b>

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
COUNTY OF KINGS AND  
CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.**

**Celebrating Families**

This first Amendment (“Amendment I”) to that certain Agreement entered into on March 24, 2017, is made on the 2nd day of April, 2019, by and between the County of Kings (“County”) and Champions Recovery Alternative Programs, Inc. (“Contractor”) upon the following terms and conditions:

**RECITALS**

WHEREAS, the County and Contractor entered into that certain Agreement entered into on March 24, 2017, for the Celebrating Families Program; and

WHEREAS, as set forth in Section 6, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties intend to modify this Agreement to reflect changes in and Exhibits A and B.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit A to that certain Agreement shall be replaced with Revised Exhibit A attached hereto and incorporated herein as though fully set forth. Any reference throughout the Agreement or its Exhibits to “Exhibit A” shall be replaced with “Revised Exhibit A”.
2. Exhibit B to that certain Agreement shall be augmented with Exhibit B-1 attached hereto and incorporated herein as though fully set forth. Any reference throughout the Agreement or its Exhibits to “Exhibit B” shall be replaced with “Exhibits B and B-1”.
3. The recitals are an integral part of this Amendment and are incorporated herein.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

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

County

Contractor

By: \_\_\_\_\_  
Joe Neves, Chairman  
Kings County Board of Supervisors

By: \_\_\_\_\_  
Champions Recovery Alternative  
Programs, Inc.

Attest:

\_\_\_\_\_  
Catherine Venturella, Clerk

APPROVED AS TO FORM:  
David A Prentice, Interim County Counsel

By: \_\_\_\_\_  
Juliana F Gmur, Assistant County Counsel

## REVISED EXHIBIT A

### KINGS COUNTY BEHAVIORAL HEALTH & Champions Recovery Programs, Inc. Celebrating Families (Substance Use Disorder Prevention) July 1, 2016 to June 30, 2018

- 1) Contractor will participate in Kings Partnership for Prevention so as to increase community Knowledge of services, and increase opportunities for community collaboration in the prevention and treatment activities. Additionally, participate in the SUD subcommittee Of the KPFP.
- 2) Contractor will implement and utilize the Celebrating Families evidence based curriculum in this program as required by the COUNTY.
- 3) Contractor will actively participate in the Kings Provider Network (KPN), in order to increase cross-communication, collaboration, and strengthening of the local provider network.
- 4) Contractor shall provide prevention services to children and families of person with a substance use disorder (SUD) in accordance with the Celebrating Families Model curriculum.
- 5) Contractor shall submit all information and data required by the State, including but not limited to Drug and Alcohol Treatment Access Reports, Provider Waiting List Record, CalOMS Treatment, Cost Reports for each Fiscal Year (or a Performance Report in lieu of a Cost Report if the provider is an eligible NTP Provider).
- 6) Contractor will render services to 24 families using the Celebrating Families Model during the term of the agreement.
- 7) Contractor will ensure accessibility to prevention services through the following efforts by creating a waiting list for individuals/families seeking to participate in the Celebrating Families Program.
- 8) Contractor shall provide linkages and referrals to the appropriate behavioral health provider for individuals who may be in need of additional services provided by a behavioral health provider. Such providers could include, but not limited to:
  - a. Kings County Behavioral Health Department
  - b. Kingsview Counseling
  - c. Adventist Behavioral Health
- 9) Contractor shall develop a written plan to inform families and participants about SUD and mental health treatment services available under the Affordable Care Act (ACA) and submit the written plan to Behavioral Health as Documentation to demonstrate compliance.
- 10) Contractor shall adhere to Culturally and Linguistically Appropriate Services (CLAS) Standards in all aspects of the program in order to appropriately serve families. This

- Exhibit A shall be documented through a submission of the Contractor's Cultural Competency or CLAS plan and/ or policies related adherence to CLAS standards.
- 11) Contractor shall provide Behavioral Health with quarterly report, which shall account for spending to date and remaining funding balance for the year, the total number of individuals served (unduplicated) each quarter, as well as outcomes for each quarter. Failure to submit reports with required data in a timely manner will result in the withholding of payments until Contractor is in compliance.
  - 12) Contractor will provide employee Time Studies on a quarterly bases, reflecting what percentage or how many hours are spent on programs funded by Behavioral Health, by employees whose salaries are funded by this contract (Celebrating Families). Quarterly time studies can consist of a time study for one month out of the quarter.
  - 13) Contractor shall submit a yearend report to Behavioral Health by July 15, 2017, which will reflect the revenues spent, costs, number of persons served, program outcomes, time studies for program employees, and overall implementation of the SOW above.
  - 14) Contractor has been allocated \$400.00 in its approved budget for this agreement to be used exclusively to address fiscal management needs. This line-item shall only be expended in either the contracting or employment of a professional accountant and/ or fiscal manager who is a Certified Public Accountant (CPA) with experience managing large budgets and/ or public funding. The hire shall provide for the Contractor: billing, invoicing, fiscal oversight, budgeting, internal balancing and monitoring of expenditures and revenues and all other actions in accordance with Generally Accepted Accounting Practices (GAAP). Contractor must maintain such fiscal/financial support during the term of this agreement. The fiscal support shall render services a minimum of 20 hours a month (CPA) for all County-funded programs, including, but not limited to, services rendered under this Agreement. Qualifications of the hire shall be on file with the County as part of this Agreement. The total amount for the contract does not include any introductory repair functions, as these were absorbed separately by Champions agency. Basic daily bookkeeping functions shall be completed by the Administrative Services Officer (ASO) with guidance and oversight by the CPA
  - 15) All invoices must be submitted correctly and in a timely manner. Behavioral Health shall not make payments for invoices not submitted in a timely manner.

**EXHIBIT B-1**

**KINGS COUNTY BEHAVIORAL HEALTH**

&

Champions Recovery Programs, Inc.

<b>Celebrating Families FY 17/18</b>	
<b>Salaries Budget</b>	
Exec Director	3,818
Deputy Director	1,859
Program Manager	28,388
Childcare	625
Facilitator	3,912
Facilitator	1,808
<b>Salaries Total</b>	<b>40,411</b>
<b>Benefits</b>	
Taxes	3,903
Worker's Comp	1,244
Health Care	1,252
<b>Benefits Total</b>	<b>6,399</b>
<b>Salaries &amp; Benefits Total</b>	<b>46,810</b>
<b>Operating Expense</b>	<b>150</b>
<b>Total Budget</b>	<b>46,960</b>



**FIRST AMENDMENT TO AGREEMENT BETWEEN  
COUNTY OF KINGS AND  
CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.**

Out-Patient Substance Use Disorder Treatment Services

This first Amendment to that Agreement numbered 15-019, (“Amendment I”) is made on the 2nd day of April, 2019, by and between the County of Kings (“County”) and Champions Recovery Alternative Programs, Inc. (“Contractor”) upon the following terms and conditions:

**RECITALS**

WHEREAS, the County and Contractor entered into that Agreement numbered 15-019, for Out-Patient Substance Use Disorder Treatment Services; and

WHEREAS, as set forth in Section 20, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties intend to modify this Agreement to reflect changes in Section 2 Compensation, Section 5 Term, and Exhibit A.

NOW, THEREFORE, the parties agree as follows:

1. Section 2 Compensation shall be amended as follows:
2. Compensation.

Payment for services provided under this Agreement shall be limited to the reimbursement of actual costs, for a maximum amount of \$239,759 for Fiscal Year 2014-15; \$247,974 for Fiscal Year 2015-16; \$326,011 for Fiscal Year 2016-17; and \$474,789 for Fiscal Year 2017-18. The County shall not be liable to the Contractor for any amount in excess of documented actual costs or the maximum amounts as set forth above. If the County’s contract with the State is terminated or reduced, compensation under this Agreement shall be terminated or reduced accordingly as set forth in the NNA Drug Medi-Cal Agreement. County’s obligation to make payments under this Agreement is contingent on the State making allocation for funding under the NNA Drug Medi-Cal Agreement to the County, and the State delivering said allocated funds to the County.

Upon submission by Contractor of required monthly invoices and activity reports by the fifteenth (15th) of the month, the County will, fifteen business days after receipt of correct invoices, starting with July 1, 2014, through June 30, 2018, draw monthly warrants in favor of the Contractor in the amount of the previous month's invoice for expenditures incurred.

Contractor must obtain written approval from County for any budget line item variance greater than twenty-five percent (25%) within the approved budget (Exhibit D, column named Out-Patient, and Exhibit D-1).

2. Section 5 Term shall be amended as follows:

5. Term.

This Agreement shall take effect upon signature of the parties, and shall terminate on June 30, 2018. However, this Agreement may be extended by mutual agreement signed by both the Contractor and the Kings County Board of Supervisors. The parties understand and agree that this Agreement shall have retroactive application and cover services from July 1, 2014.

3. Exhibit A to that certain Agreement shall be replaced with Revised Exhibit A attached hereto and incorporated herein as though fully set forth. Any reference throughout the Agreement or its Exhibits to "Exhibit A" shall be replaced with "Revised Exhibit A".

4. The recitals are an integral part of this Amendment and are incorporated herein.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

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

County

Contractor

By: \_\_\_\_\_  
Joe Neves, Chairman  
Kings County Board of Supervisors

By: \_\_\_\_\_  
Champions Recovery Alternative  
Programs, Inc.

Attest:

\_\_\_\_\_  
Catherine Venturella, Clerk

APPROVED AS TO FORM:  
David A Prentice, Interim County Counsel

By: \_\_\_\_\_  
Juliana F Gmur, Assistant County Counsel

## REVISED EXHIBIT A

### Adult Out-Patient Substance Use Disorder Treatment Services.

#### SCOPE OF WORK

July 1, 2014 to June 30, 2018

#### COORDINATION OF SERVICES

1. Champions Alternative Recovery Programs (Contractor) shall provide outpatient substance use disorder treatment to residents of Kings County between the ages of 18-25.
2. Contractor shall provide Adult Drug Medi-Cal substance use disorder (SUD) treatment services at a State Licensed and/or Certified location to eligible beneficiaries in Kings County and in accordance with California Code of Regulations Title 22 Sections 51341.1, 51490.1, and 51516.1.
3. Contractor shall maintain current Drug Medi-Cal and State Certification at the location where services are rendered.
4. Contractor will render services to 100 unduplicated individuals under this agreement. The participants shall be between 18-25 years of age. Any participants not within the funded population (18-25) must meet a religious exemption request, whom shall be kept to a minimum, and whose units of services shall be clearly identified in units of service invoiced. The Scope of Work for this agreement is for men and women between the ages of 18-25. Participants aged 18-25 years of age shall receive priority in receiving services under this Agreement.
5. Contractor will implement and utilize evidence based components in its programs as required by the County.
6. Contractor will actively participate in the Kings Provider Network (KNP) in order to increase cross-communication, collaboration, and strengthening of the local provider network.
7. Contractor will participate in the Kings Partnership for Prevention (KPPF) so as to increase community knowledge of services and increase opportunities for community collaboration in prevention and treatment activities.
8. Contractor shall provide Adult Outpatient SUD treatment services to non-Drug Medi-Cal eligible participants of Kings County, to the extent said services do not exceed the total amount of funding under this Agreement.
9. Contractor shall submit all information and data required by the State, including but not limited to, Drug and Alcohol Treatment Access Reports, Provider Waiting List Record, CalOMS Treatment, Cost Reports for each Fiscal Year (or a Performance Report in lieu of a Cost Report if the provider is an eligible NTP Provider). Contractor shall also utilize the County's ANASAZI database system for service documentation.
10. Contractor will ensure accessibility to treatment services through the following efforts:
  - a. Create a waiting list for individuals seeking treatment
  - b. Screen for the most amenable to treatment and highest priority

- c. Implement an orientation and/or educational component that keeps individuals engaged as they wait for a treatment slot.
  - d. Using a written plan, Contractor shall inform participants about substance use disorder and mental health treatment services available under the Affordable Care Act (ACA) as a means to assist participants in accessing treatment services.
  - e. Consistently impose AND collect fees that can sustain/supplement program costs.
  - f. Engage in outreach and cross-collaboration with other organizations that may be able to refer participants ages 18-25 in need of SUD services.
11. Contractor shall coordinate with Kings County Public Health to schedule time during the term of the Agreement for Public Health to present HIV education and prevention materials or training to participants in all of its programs as required by the State.
  12. Contractor shall provide linkages and referrals to Behavioral Health for individuals who may be in need of additional services provided by Behavioral Health.
  13. Contractor shall provide Behavioral Health with a quarterly report, which shall account for spending to date and remaining funding balance, total number of individuals served (unduplicated) each quarter, as well as outcomes for the quarter. Failure to submit reports with the required data in a timely manner will result in the withholding of payments until Contractor is in compliance.
  14. Contractor shall adhere to Culturally and Linguistically Appropriate Services (CLAS) Standards in all aspects of the program in order to appropriately serve families. This shall be documented through a submission of the Contractor's Cultural Competency or CLAS plan and/or policies related adherence to CLAS standards by the end of the first quarter (September 30, 2014).
  15. Contractor has been allocated \$25,000 in its approved budget for this agreement to be used exclusively to address fiscal management needs. This line-item shall only be expended in either the contracting or employment of a professional accountant and/or fiscal manager who is a Certified Public Accountant (CPA) with experience managing large budgets and/or public funding. The hire shall provide for the Contractor; billing, invoicing, fiscal oversight, budgeting, internal balancing and monitoring of expenditures and revenues and all other actions in accordance with Generally Accepted Accounting Practices (GAAP). Contractor shall retain services of such a contractor or employee by October 1, 2014. Contractor must maintain such fiscal/financial support during the term of this agreement. The fiscal support shall render services a minimum of 40 hours a week for all County-funded programs, including, but not limited to, services rendered under this Agreement. Qualifications of the hire shall be on file with the County as part of this Agreement.
  16. Contractor shall provide Behavioral Health with all financial audits for the past two calendar years (2012 including all of 2013) no later than October 30, 2014. All annual independent financial audits shall be submitted to Behavioral Health no later than June 30 of the following year.
  17. Contractor shall submit a year end report to Behavioral Health by July 15 following the close of the fiscal year which will reflect the revenues spent, costs, number of persons served, program

outcomes, time studies for program employees, and overall implementation of the SOW above.

18. All invoices must be submitted correctly and in a timely manner. Behavioral Health shall not make payments for services not invoiced in a timely manner.

**Proposed Drug Medi-Cal Rates for FY 2014-15**

**10.6 Percent Deflator Applied to FY 2009-10 Rates per Welfare and Institutions Code Section 14021.9 Date April 9, 2014**

**Regular Drug Medi-Cal**

A	B	C	D	E	F
Description	FY 2009-10 Budget Act Rates	Implicit Price Deflator <sup>1</sup>	FY 2014-15 Applied Deflator Rates	FY 2014-15 Developed Rates	Proposed FY 2014-15 Rates
			B+C		Lesser of D or E
Narcotic Treatment Program-(NTP) - Methadone	\$11.34	10.6%	\$12.54	\$10.80	\$10.80
NTP - Individual Counseling	\$13.30	10.6%	\$14.71	\$13.48	\$13.48
NTP - Group Counseling	\$3.14	10.6%	\$3.47	\$2.91	\$2.91
Intensive Outpatient Treatment	\$61.05	10.6%	\$67.52	\$56.44	\$56.44
Naltrexone	<sup>2</sup> \$19.07	10.6%	\$21.09	\$19.06	\$19.06
Residential (same as Perinatal Residential rate and pending CMS approval of SPA 09-0221)					\$99.43
Outpatient Drug Free (ODF) Individual Counseling	\$66.53	10.6%	\$73.58	\$67.38	\$67.38
ODF Group Counseling	\$28.27	10.6%	\$31.27	\$26.23	\$26.23

**Perinatal Drug Medi-Cal**

A	B	C	D	E	F
Description	FY 2009-10 Budget Act Rates	Implicit Price Deflator <sup>1</sup>	FY 2014-15 Applied Deflator Rates	FY 2014-15 Developed Rates	Proposed FY 2014-15 Rates
NTP - Methadone	\$12.21	10.6%	\$13.50	\$11.79	\$11.79
NTP - Individual Counseling	\$19.04	10.6%	\$21.06	\$22.52	\$21.06
NTP - Group Counseling	\$6.36	10.6%	\$7.03	\$8.17	\$7.03
Intensive Outpatient Treatment	\$73.04	10.6%	\$80.78	\$81.07	\$80.78
Perinatal Residential	\$89.90	10.6%	\$99.43	\$106.47	\$99.43
ODF Individual Counseling	\$95.23	10.6%	\$105.32	\$112.59	\$105.32
ODF Group Counseling	\$57.26	10.6%	\$63.33	\$73.53	\$63.33

<sup>1</sup>This is a combined 10.6% state and local implicit price deflator comprised of 2.4% for the change from FY 2009-10 to FY 2010-11, plus 2.8% for the change from FY 2010-11 to FY 2011-12, plus 1.9% for the change from FY 2011-12 to FY 2012-13, plus 1.4% for the change from FY 2012-13 to FY 2013-14, plus 2.1% for the change from FY 2013-14 to FY 2014-15. The implicit price deflator will be updated the first week of May 2013 and could impact the proposed FY 2014-15 rates.

<sup>2</sup> This is the last \$21.19 approved rate for FY 1999-00 with the 10% reduction applied for FY 2009-10. Counties and providers have not provided services, submitted claims, nor reported cost for this service for a number of years.

<b>ODF FY 15/16</b>	
<b>Salaries Budget</b>	
Exec Director	15,948
Clinical Director	-
Admin Services Officer	7,609
Admin Assit/Fiscal Support	-
ODF Program Manager	20,060
COUNSELOR II	3,381
Counselor II	43,791
Counselor II	45,414
Counselor	33,187
Counselor I	118
Receptionist	10,130
<b>Salaries Total</b>	<b>179,639</b>
<b>Benefits</b>	
Taxes	-
Worker's Comp	-
Health Care	-
<b>Benefits Total -</b>	
<b>Salaries &amp; Benefits Total</b>	
	<b>179,639</b>
<b>Operating Expense</b>	
	<b>68,335</b>
<b>Total Budget</b>	
	<b>247,974</b>

<b>ODF FY 16/17</b>	
<b>Salaries Budget</b>	
Exec Director	25,372
Admin Services Officer	4,382
Human Resource Specialist	-
Clinical Director	27,469
Clinical Supervisor	1,880
Program Manager	42,701
Counselor II	3,538
Counselor II	36,560
Counselor I	32,800
Case Manager	8,880
Clerk	1,601
Receptionist	4,357
<b>Salaries Total</b>	189,539
<b>Benefits</b>	
Taxes	18,498
Worker's Comp	8,758
Health Care	8,265
<b>Benefits Total</b>	35,520
<b>Salaries &amp; Benefits Total</b>	
	225,059
<b>Operating Expense</b>	
	100,952
<b>Total Budget</b>	
	326,011



<b>ODF FY 17/18</b>	
<b>Salaries Budget</b>	
Exec Director	35,886
Deputy Director	18,612
HR Specialist	15,733
Admin Assistant	5,797
Administrative Clerk	8,599
Clinical Director	4,660
Clinical Supervisor	20,153
Program Manager	44,884
Counselor II	27,576
Counselor II	36,920
Counselor II	23,646
Counselor	38,271
Case Manager	15,025
Receptionist	9,272
<b>Salaries Total</b>	<b>305,033</b>
<b>Benefits</b>	
Taxes	28,010
Worker's Comp	9,445
Health Care	18,202
<b>Benefits Total</b>	<b>55,657</b>
<b>Salaries &amp; Benefits Total</b>	
	<b>360,690</b>
<b>Operating Expense</b>	
	<b>114,099</b>
<b>Total Budget</b>	
	<b>474,789</b>

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
COUNTY OF KINGS AND  
CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.**

Hannah's House Perinatal Residential Substance Use Disorder Treatment Services

This first Amendment to that Agreement numbered 15-018, ("Amendment I") is made on the 2nd day of April, 2019, by and between the County of Kings ("County") and Champions Recovery Alternative Programs, Inc. ("Contractor") upon the following terms and conditions:

**RECITALS**

WHEREAS, the County and Contractor entered into that Agreement numbered 15-018, for Hannah's House Perinatal Residential Substance Use Disorder Treatment Services; and

WHEREAS, as set forth in Section 20, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties intend to modify this Agreement to reflect changes in Section 2 Compensation, Section 5 Term, and Exhibits A and D.

NOW, THEREFORE, the parties agree as follows:

1. Section 2 Compensation shall be amended as follows:
2. Compensation.

Payment for services provided under this Agreement shall be limited to the reimbursement of actual costs, for a maximum amount of \$295,933 for Fiscal Year 2014-15; \$300,313 for Fiscal Year 2015-16; \$402,934 for Fiscal Year 2016-17; and \$625,481 for Fiscal Year 2017-18. The County shall not be liable to the Contractor for any amount in excess of documented actual costs or the maximum amounts as set forth above. If the County's contract with the State is terminated or reduced, compensation under this Agreement shall be terminated or reduced accordingly as set forth in the NNA Drug Medi-Cal Agreement. County's obligation to make payments under this Agreement is contingent on the State

making allocation for funding under the NNA Drug Medi-Cal Agreement to the County, and the State delivering said allocated funds to the County.

Upon submission by Contractor of required monthly invoices and activity reports by the fifteenth (15th) of the month, the County will, fifteen business days after receipt of correct invoices, starting with July 1, 2014, through June 30, 2018, draw monthly warrants in favor of the Contractor in the amount of the previous month's invoice for expenditures incurred.

Contractor must obtain written approval from County for any budget line item variance greater than twenty-five percent (25%) within the approved budget (Exhibit D, column named Hannah's House, and Exhibit D-1).

2. Section 5 Term shall be amended as follows:

5. Term.

This Agreement shall take effect upon signature of the parties, and shall terminate on June 30, 2018. However, this Agreement may be extended by mutual agreement signed by both the Contractor and the Kings County Board of Supervisors.

3. Exhibit A to that certain Agreement shall be replaced with Revised Exhibit A attached hereto and incorporated herein as though fully set forth. Any reference throughout the Agreement or its Exhibits to "Exhibit A" shall be replaced with "Revised Exhibit A".

4. Exhibit D to that certain Agreement shall be augmented with Exhibit D-1 attached hereto and incorporated herein as though fully set forth. Any reference throughout the Agreement or its Exhibits to "Exhibit D" shall be replaced with "Exhibit D and D-1".

5. The recitals are an integral part of this Amendment and are incorporated herein.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

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

County

Contractor

By: \_\_\_\_\_  
Joe Neves, Chairman  
Kings County Board of Supervisors

By: \_\_\_\_\_  
Champions Recovery Alternative  
Programs, Inc.

Attest:

\_\_\_\_\_  
Catherine Venturella, Clerk

APPROVED AS TO FORM:  
David A Prentice, Interim County Counsel

By: \_\_\_\_\_  
Juliana F Gmur, Assistant County Counsel

## REVISED EXHIBIT A

KINGS COUNTY BEHAVIORAL HEALTH  
&  
Champions Recovery Programs, Inc.  
**Perinatal Substance Use Disorder Residential Treatment Services.**

SCOPE OF WORK  
July 1, 2014 to June 30, 2018

### COORDINATION OF SERVICES

1. Champions Alternative Recovery Programs (Contractor) shall provide perinatal residential substance use disorder treatment to eligible residents of Kings County in accordance with the Department of Health Care Service's (DHCS) Perinatal Services Network Guidelines 2014, included as Exhibit F under this agreement.
2. Contractor shall provide Perinatal and Adult Drug Medi-Cal substance use disorder (SUD) treatment services at a State Licensed and/or Certified location to eligible beneficiaries in Kings County and in accordance with California Code of Regulations Title 22 Sections 51341.1, 51490.1, and 51516.1.
3. Contractor shall maintain current Drug Medi-Cal and State Certification at the location where services are rendered.
4. Only participants meeting the Perinatal requirements under DHCS shall be funded for services under this agreement. County will not fund services to any participant under this agreement who does not meet the Perinatal services eligibility criteria as defined by DHCS's guidelines, included in Exhibit F. Funding provided under this agreement shall only be used to render services to participants of Kings County.
5. Contractor will implement and utilize evidence based components in its programs as required by the County and in accordance with the DHCS Perinatal Services Network Guidelines, included as Exhibit F.
6. Contractor will actively participate in the Kings Provider Network (KNP) in order to increase cross communication, collaboration, and strengthening of the local provider network.
7. Contractor will participate in the Kings Partnership for Prevention (KPPF) to increase community knowledge of services and opportunities for community collaboration in prevention and treatment activities.

8. Contractor shall provide Perinatal SUD treatment services to non-Medi-Cal eligible participants of Kings County. Those cases shall be clearly documented as to why the participant was not eligible to be funded under Medi-Cal and Perinatal.
9. Contractor shall submit all information and data required by the State, including but not limited to, Drug and Alcohol Treatment Access Reports, Provider Waiting List Record, CalOMS Treatment, and Cost Reports for each Fiscal Year (or a Performance Report in lieu of a Cost Report if the provider is an eligible NTP Provider). Contractor shall also utilize the County's ANASAZI database system for service documentation.
10. Contractor will ensure accessibility to treatment services through the following efforts:
  - a. Create a waiting list for individuals seeking treatment
  - b. Screen for those individuals who have highest priority for treatment in accordance with the DHCS Perinatal Network Services Guidelines.
  - c. Implement an orientation and/or educational component to ensure individuals are engaged as they wait for a treatment slot.
  - d. Using a written plan, Contractors shall inform participants about substance use disorder and mental health treatment services available under the Affordable Care Act (ACA) as a means to assist participants in accessing treatment services.
  - e. Engage in outreach and cross-collaboration with other organizations that may be able to refer participants eligible for Perinatal SUD services and document engagement plan and/or activities.
11. Contractor shall coordinate with Kings County Public Health to schedule time during the term of the agreement for Public Health to present HIV education and prevention to participants in all its programs as required by the State.
12. Contractor shall provide linkages and referrals to Behavioral Health for individuals who may be in need of additional services provided by Behavioral Health.
13. Contractor shall provide Behavioral Health with a quarterly report, which shall account for spending to date and remaining funding balance, provide a total number of individuals served (unduplicated), identify the number of neo-perinatal or perinatal for each quarter, provide the number of children residing in the program as well as the number of births, and provide information on the outcomes of participants (i.e., number of successful program completions, etc.) for the quarter. Failure to submit reports with the required data in a timely manner will result in the withholding of payments until Contractor is in compliance.
14. Contractor shall adhere to Culturally and Linguistically Appropriate Services (CLAS) Standards in all aspects of the program in order to appropriately serve families. This shall be documented through a submission of the Contractor's Cultural Competency or CLAS plan and/or policies related adherence to CLAS standards by the end of the first quarter (September 30, 2014).

15. Contractor has been allocated **\$20,000** in its approved budget for this agreement to be used exclusively to address fiscal management needs. This line-item shall only be expended in either the contracting or employment of a professional accountant and/or fiscal manager who is a Certified Public Accountant (CPA) with experience managing large budgets and/or public funding. The fiscal management employee or contractor shall provide the following services for the Contractor: billing, invoicing, fiscal oversight, budgeting, internal balancing and monitoring of expenditures and revenues, as well as any and all other actions in accordance with the Generally Accepted Accounting Practices (GAAP). Contractor shall retain the services of such a contractor or employee by October 1, 2014. Contractor must maintain such fiscal/financial support during the term of this agreement. The fiscal support shall provide services for a minimum of 40 hours a week. The qualifications of the engaged employee or contractor shall be on file with the County as part of this agreement.
16. Contractor shall provide Behavioral Health with all financial audits for the past two calendar years (2012 and 2013) by no later than October 30, 2014. All annual independent financial audits for calendar year 2014 shall be submitted to Behavioral Health no later than March 30 of each year under the term of this agreement.
17. Contractor shall submit a year end report to Behavioral Health by July 15 of each year under the term of this agreement, which will reflect the revenues spent, costs, number of persons served, program outcomes, time studies for program employees, and overall implementation of the SOW as outlined above.
18. As part of the CAP which will be included in the SOW, all invoices must be submitted correctly and in a timely manner. Behavioral Health will not make payments for services not invoiced in a timely manner.

**EXHIBIT D-1**  
**KINGS COUNTY BEHAVIORAL HEALTH**

&

Champions Recovery Programs, Inc.

**Perinatal Residential Treatment Services**

<b>Perinatal</b>	
<b>FY 15/16</b>	
<b>Salaries</b>	<b>Budget</b>
Exec Director	34,316
Clinical Director	-
Admin Assit/Fiscal Support	-
Admin Service Officer	11,934
House Manager	45,252
Asst House Mgr	25,550
Counselor I I	8,852
Counselor I	9,887
Facility Support	18,964
Facility Support	31,619
Facility Support	23,508
Facility Support	17,866
Facility Support	15,692
Facility Support	724
<b>Salaries Total</b>	<b>244,164</b>
<b>Benefits</b>	
Taxes	-
Worker's Comp	-
Health Care	-
<b>Benefits Total</b>	<b>-</b>
<b>Salaries &amp; Benefits Total</b>	<b>244,164</b>
<b>Operating Expense</b>	<b>56,149</b>
<b>Total Budget</b>	<b>300,313</b>



<b>Perinatal</b>	
<b>FY 16/17</b>	
<b>Salaries</b>	<b>Budget</b>
Exec Director	32,027
Admin Services Officer	5,842
Human Resource Specialist	-
Pediatric Therapist	2,497
Clinical Director	24,629
Clinical Supervisor	1,000
Program Manager	44,188
Assistant Program Manager	20,772
Counselor I	28,400
Facility Monitor	24,720
Facility Monitor	17,585
Facility Monitor	21,265
Facility Monitor	13,427
Clerk	1,794
<b>Salaries Total</b>	<b>238,146</b>
<b>Benefits</b>	
Taxes	22,043
Worker's Comp	9,705
Health Care	13,564
<b>Benefits Total</b>	<b>45,312</b>
<b>Salaries &amp; Benefits Total</b>	<b>283,458</b>
<b>Operating Expense</b>	<b>119,476</b>
<b>Total Budget</b>	<b>402,934</b>

<b>Perinatal</b>	
<b>FY 17/18</b>	
<b>Salaries</b>	<b>Budget</b>
Exec Director	41,561
Deputy Director	19,631
HR Specialist	22,690
Admin Assistant	8,348
Administrative Clerk	11,439
Clinical Director	11,897
Clinical Supervisor	24,687
Pediatric Therapist	45,115
Program Manager	47,692
Counselor II	28,236
Counselor II	9,343
Counselor II	28,886
Counselor	5,355
Case Manager	24,758
Facility Monitor	25,700
Facility Monitor	23,186
Facility Monitor	22,920
Facility Monitor	12,529
Facility Monitor	8,936
<b>Salaries Total</b>	422,906
<b>Benefits</b>	
Taxes	38,555
Worker's Comp	11,098
Health Care	20,514
<b>Benefits Total</b>	70,167
<b>Salaries &amp; Benefits Total</b>	493,073
<b>Operating Expense</b>	132,408
<b>Total Budget</b>	625,481

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
COUNTY OF KINGS AND  
CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC.**

Intensive Outpatient Treatment

This first Amendment (“Amendment I”) to that certain Agreement entered into on June 8, 2016, is made on the 2nd day of April, 2019, by and between the County of Kings (“County”) and Champions Recovery Alternative Programs, Inc. (“Contractor”) upon the following terms and conditions:

**RECITALS**

WHEREAS, the County and Contractor entered into that certain Agreement on June 8, 2016, for Intensive Out-Patient Treatment; and

WHEREAS, as set forth in Section 6, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties intend to modify this Agreement to reflect changes in Exhibit A.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit A to that certain Agreement shall be replaced with Revised Exhibit A attached hereto and incorporated herein as though fully set forth. Any reference throughout the Agreement or its Exhibits to “Exhibit A” shall be replaced with “Revised Exhibit A”.
2. The recitals are an integral part of this Amendment and are incorporated herein.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

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

County

Contractor

By: \_\_\_\_\_  
Joe Neves, Chairman  
Kings County Board of Supervisors

By: \_\_\_\_\_  
Champions Recovery Alternative  
Programs, Inc.

Attest:

\_\_\_\_\_  
Catherine Venturella, Clerk

APPROVED AS TO FORM:  
David A Prentice, Interim County Counsel

By: \_\_\_\_\_  
Juliana F Gmur, Assistant County Counsel

## REVISED EXHIBIT A

### **Adult Intensive Outpatient Treatment (IOT) Substance Use Disorder Treatment Services**

#### SCOPE OF WORK

January 30, 2016 to June 30, 2018

#### COORDINATION OF SERVICES

1. Champions Alternative Recovery Programs (Contractor) shall provide Intensive Outpatient Treatment (IOT) to residents of Kings County.
2. Contractor shall provide Adult Drug Medi-Cal substance use disorder (SUD) treatment services at a State Licensed and/ or Certified location to eligible beneficiaries in Kings County and in accordance with California Code of Regulations Title 22 Sections 51341.1, 51490.1, and 51516.1.
3. Contractor shall maintain current Drug Medi-Cal and State Certifications at the location where services are rendered.
4. The Contractors shall ensure that they meet the 30% rule pertaining to certified staff ratio.
5. Contractor will render services to 50 unduplicated individuals under this agreement.
6. Contractor will generate \$40,000 in Drug Medi-Cal billing for the FY 15-16 and provide the County with Quarterly updates on the trends, progress, and methods to resolve any deficiencies. Billing would be inclusive of Perinatal IOT and Non-Perinatal IOT at the accepted California DHCS rates for each modality subtype.
7. Contractor will implement and utilize evidence based components in its programs as required by the County, such as Matrix, Seeking Safety, Beyond Trauma (gender-specific), Life Skills, and Living in Balance.
8. Contractor will actively participate in the Kings Provider Network (KPN) in order to increase cross-communication, collaboration, and strengthening of the local provider network.
9. Contractor will participate in the Kings Partnership for Prevention (KPPF) so as to increase community knowledge of services and increase opportunities for community collaboration in prevention and treatment services.
10. Contractor shall provide Adult JOT SUD treatment services to non- Drug Medi-Cal eligible participants of Kings County, to the extent said services do not exceed the total amount of funding under this Agreement.
11. Contractor shall submit all information and data required by the State, including but not limited to, Drug and Alcohol Treatment Access Reports, Provider Waiting List Record, CalOMS Treatment, Cost Reports for each Fiscal Year (or a Performance Report in lieu of a Cost Report if the provider is an eligible NTP Provider). Contractor shall also utilize the County's ANASAZI database system for service documentation.
12. Contractor will ensure accessibility to treatment services through the following efforts:
  - a. Create a waiting list for individuals seeking treatment, inclusive of Pre-Enrollment tracking in ANASAZI.
  - b. Provide interim services for clients enrolling, such as:
    - i. Counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB), and the risk of needle sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.
    - ii. Referrals for HIV or TB treatment services (if necessary)
    - iii. Counseling pregnant women on the effects of alcohol and other drug use on the fetus

- iv. Referrals for prenatal care for pregnant women
  - c. Screen for the most amenable to treatment and highest priority. Admission priority as follows for clientele:
    - i. Pregnant injection drug users
    - ii. Pregnant substance users
    - iii. Parenting injection drug users
    - iv. Parenting substance users
  - d. Implement an orientation and/ or educational component that keeps individuals engaged as they wait for a treatment slot.
  - e. Using written plan, Contractor shall inform participants in accessing treatment services.
  - f. Consistently impose AND collect fees that can sustain/ supplement program costs per County approved Sliding Fee Scale.
  - g. Engage in outreach and cross-collaboration with other organizations that may be able to refer participants in need of IOT SUD services.
13. Contractor shall coordinate with Kings County Public Health to schedule time during the term of the Agreement for Public Health to present HIV education and prevention materials or training to participants in all of its programs as required by the State.
  14. Contractor shall provide linkages and referrals to the appropriate behavioral health provider for individuals who may be in need of additional services provided by a behavioral health provider. Such providers could include, but not limited to:
    - a. Kings County Behavioral Health Department
    - b. Kingsview Counseling
    - c. Adventist Behavioral Health
  15. Transition between Champions IOT Program and Champions IOT program will occur per assessment of client's diagnosis, client treatment needs, and medical necessity.
  16. Extensive group and individual counseling and other appropriate activities will include:
    - a. Nine (9) hours per week of scheduled, formalized services (e.g., work program, treatment techniques, mine surveillance, creative recreational activities, and ancillary services) will be available for each program participant.
    - b. All Department of Health Care Services (DHCS) provided to the individual must occur within the regularly scheduled array of activities. As such, only one (1) unit of service may be claimed per day. Exceptions may include emergency and crisis visits and will be documented as such in the individual's record.
  17. Contractor shall provide Behavioral Health with the quarterly report, which shall account for spending to date and remaining funding balance, total number of individuals served (unduplicated) each quarter, as well as outcomes for the quarter. Failure to submit reports with the required data in a timely manner will result in the withholding of payments until Contractor is in compliance.
  18. Contractor shall adhere to Culturally and Linguistically Appropriate Services (CLAS) Standards in all aspects of the program in order to appropriately serve families. This shall be documented through a submission of the Contractor's Cultural Competency or CLAS plan and/ or policies related adherence to CLAS standards.
  19. Contractor shall develop a written plan to inform families and participants about SUD and mental health treatment services available under the Affordable Care Act (ACA) and submit the written plan to Behavioral Health as Documentation to demonstrate compliance.
  20. Contractor has been allocated \$604 in its approved budget for this agreement to be used exclusively to address fiscal management needs. This line-item shall only be expended in either the contracting or employment of a professional accountant and/ or fiscal a manger who is a Certified Public Accountant (CPA) with experience managing large budgets and/or public funding. The hire shall provide for the Contractor: billing, invoicing fiscal oversight, budgeting,

internal balancing and monitoring of expenditures and revenues and all other actions in accordance with Generally Accepted Accounting Practices (GAAP). Contractor must maintain such fiscal/financial support during the term of this agreement. The fiscal support shall render services a minimum of 20 hours a month (CPA) for all County-funded programs, including, but not limited to, services rendered under this Agreement. Qualifications of the hire shall be on file with the County as part of this Agreement. The total amount for the contract does not include any introductory repair functions, as these were absorbed separately by Champions agency. Basic daily bookkeeping functions shall be completed by the Administrative Services Officer (ASO) with guidance and oversight by the CPA.

21. Contractor shall submit a year-end report to behavioral Health by July 15 after the close of the fiscal year which will reflect the revenues spent, costs, number of persons served, program outcomes, time studies for the program employees, and overall implementation of the SOW above.
22. All invoices must be submitted correctly and in a timely manner. Behavioral Health shall not make payments for invoices not submitted in a timely manner.

#### DRUG MEDI-CAL REQUIREMENTS

1. The Champions IOT Program will participate in the Drug Medi-Cal (DMC) treatment service system and will comply with the following requirements, at a minimum:
  - a. Identifying the DSM diagnostic code;
  - b. Establishing the medical necessity for treatment
  - c. A statement of problems to be addressed;
  - d. Goals to be reached which addresses each problem;
  - e. Actions steps that will be taken by the provider, and/ or beneficiary to accomplish identified goals;
  - f. Target dates for the accomplishment of action steps and goals;
  - i. A description of services, including the type of counseling, to be provided and the frequency thereof;
  - g. Including the goal of obtaining a medical examination if none has been done within the 12-month period immediately prior to the treatment admission date;
  - h. The assignment of a primary therapist or counselor;
  - i. All plans shall be typed or legibly printed and signed & dated by the counselor, physician, and the beneficiary within 30 days of admission.
  - j. Following DMC admission criteria and procedures;
  - k. Developing and updating treatment plans;
  - l. Preparing weekly progress notes;
  - m. Providing group, and when it meets certain criteria, individual counseling;
  - n. Justification of the need to continue services; and completing a discharge summary

#### DRUG MEDI-CAL SERVICES

1. Outpatient services include admission physical examinations, intake, medical direction, body specimen screens, treatment and discharge planning, crisis intervention, collateral services, group counseling, and individual counseling, provided by staff that are lawfully authorized to provide, prescribe and/ or order these services.
  - a. Group counseling sessions focus on short term personal, family, job/ school, and other problems and their relationship to substance abuse or a return to substance abuse. Services will be provided by appointment. Each beneficiary will receive at least two group counseling sessions per month.
  - b. Individual counseling is limited to intake, crisis intervention, collateral services, and treatment and discharge planning.

2. Champions will:
  - a. Establish, maintain, and update an individual patient record for each beneficiary admitted into treatment and receiving services. The individual patient record (file) will contain: name, client number, date of birth, gender, race and/ or ethnicity, address, telephone number, next of kin or emergency contact, and all documentation gathered during the treatment episode, including all intake and admission data, all treatment plans, progress notes, continuing services justifications, laboratory test orders and results, referrals, counseling notes, discharge summary and any other information relating to the treatment services rendered to the beneficiary.
  - b. Maintain group counseling sign-in sheets which indicate the date and duration of the session.
3. In order to receive reimbursement, these services will be provided under the supervision of a physician. The following requirements apply:
  - a. Upon admission, each beneficiary will complete a personal, medical and substance abuse history.
  - b. Within thirty (30) calendar days of admission to treatment, the beneficiary will undergo either a physical examination, or physician assistant authorized by state law to perform the prescribed procedures, or an assessment of the beneficiary's physical condition by a review of the beneficiary's medical history, substance abuse history, and/ or the most recent physical examination documentation. If the assessment is made without a physical examination, the physician will complete a waiver specifying the basis for not requiring a physical examination.
4. For each beneficiary, Champions will:
  - a. Establish that there is a medical necessity for the beneficiary to receive services. Medical necessity is established by the physician's admission of each beneficiary, the physician's review and signature of each beneficiary's treatment plan, and the physician's determination to continue services to the beneficiary.
  - b. Identify the applicable DSM diagnostic code for each beneficiary.
5. Treatment Planning
  - a. Champions will prepare an individualized written treatment plan for each beneficiary in Outpatient treatment. The treatment plan will include:
    - i. A statement of the problem(s) to be addressed
    - ii. Goals to be reached to address each problem
    - iii. Action steps to be taken by the provider and/ or beneficiary to accomplish the identified goals
    - iv. Target dates for the accomplishment of action steps and goals
    - v. A description of services, including the type of counseling, to be provided and the frequency thereof, and
    - vi. The assignment of a primary counselor
  - b. Initial treatment plans will meet the following requirements:
    - i. The counselor will complete and sign within thirty (30) days of the admission to treatment date
    - ii. The physician will review, approve, and sign within fifteen (15) calendar days of signature by the counselor
  - c. Treatment plans will be reviewed and updated as described below:
    - i. The counselor will review, update and sign treatment plans no later than ninety (90) calendar days after signing the initial treatment plan, and no later than every ninety (90) days thereafter, or when a change in problem identification or focus of treatment occurs, whichever comes first



- ii. Within fifteen (15) calendar days of signature from the counselor, the physician will review, approve and sign all updated treatment plans. If the physician has not prescribed medication, a psychologist licensed by the State of California Board of Psychology may sign an updated treatment plan
- 6. Progress Notes
  - a. Progress notes will be legible
  - b. For Out Patient treatment services, the counselor will record a progress note for each beneficiary participating in an individual or group counseling session. Progress notes are individual summaries and will include:
    - i. A description of the beneficiary's progress on the treatment plan problems, goals, action steps, objectives, and/ or referrals, and
    - ii. Information on a beneficiary's attendance including date (month, day, year) and duration in minutes of individual or group counseling sessions
  - c. For Out Patient treatment services, a beneficiary will be provided a minimum of two (2) counseling sessions per thirty (30) day period except when the provider determines that:
    - i. Fewer beneficiary contacts are clinically appropriate, and
    - ii. The beneficiary is progressing toward treatment plan goals
- 7. Continuing Services
  - a. For Out Patient treatment services, continuing services will be justified no sooner than five (5) months and no later than six (6) months after the beneficiary's admission to treatment date or the date of completion of the justification for continuing services. At that time, the counselor will review the progress and eligibility of the beneficiary to continue to receive services. If the counselor recommends that the beneficiary requires further treatment, the physician will determine the need to continue services based on the following factors:
    - i. The medical necessity of continuing treatment,
    - ii. The prognosis, and
    - iii. The counselor's recommendation for the beneficiary to continue receiving services
  - b. Champions will discharge the beneficiary if there is no medical necessity to continue treatment
- 8. Discharge
  - a. Discharge of a beneficiary from treatment may occur on a voluntary or involuntary basis. Champions will complete a discharge summary for each beneficiary in accordance with the following requirements:
    - i. For Out Patient treatment services, Champions will complete the discharge summary within thirty (30) calendar days of the date of the last face-to-face treatment contact with the beneficiary
    - ii. The discharge summary will include:
      - 1. The duration of the beneficiary's treatment as determined by the dates of admission to and from treatment,
      - 2. The reason for discharge,
      - 3. A narrative summary of the treatment episode, and
      - 4. The beneficiary's prognosis
- 9. Champions will accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered. Champions will not charge fees to beneficiaries for access to Drug Medi-Cal substance abuse services or for admission to a Drug Medi-Cal treatment slot
- 10. Champions will maintain individual patient records a minimum of three (3) years from the date of the last face-to-face contact. If an audit takes place during the 3-year period, Champions will maintain records until that audit is complete
- 11. Reimbursement for Substance Abuse Services

- a. Champions understands that DHCS will not reimburse Champions for services not rendered or received by a beneficiary
  - b. Champions understands when a beneficiary receives services from more than one provider, DHCS will reimburse only one provider for a single unit of service provided at a single certified location on a calendar day
  - c. For Out Patient treatment services, DHCS may reimburse Champions for an additional unit of service on a calendar day under the circumstances listed below:
    - i. Crisis intervention
    - ii. Collateral services
12. Champions understands DHCS will conduct a post service post payment utilization review of DMC substance abuse services. The review shall:
- a. Verify that all documentation requirements are met
  - b. Verify that each beneficiary meets admission criteria
  - c. Verify that a treatment plan exists for each beneficiary, and
  - d. Establish the basis for recovery of payments:
    - i. DHCS shall base its findings on a sampling of beneficiary records and other records of Champions
  - e. DHCS shall recover overpayment to Champions for any of the following reasons, including, but not limited to payments determined to be:
    - i. In excess of program payment ceilings or allowable costs
    - ii. In excess of the amounts usually charged by Champions
    - iii. For services not documented in Champions' records, or for services where Champions documentation justifies only a lower level of payment
    - iv. Based upon false or incorrect claims or cost reports from Champions
    - v. For services deemed to have been extensive, medically unnecessary or inappropriate
    - vi. For services prescribed, ordered or rendered by persons who did not meet the standards for participation in the Medi-Cal program at the time the services were prescribed, ordered or rendered
    - vii. For services not covered by the program
    - viii. For services to persons not eligible for program coverage when the services were provided
    - ix. For Medi-Cal covered services already paid for by the beneficiary, but not yet refunded, or for services already reimbursed by the Department or other coverage
    - x. For services that should have been to other coverage
    - xi. For services not ordered or prescribed, when an order or prescription is required
    - xii. For services not authorized, when a treatment authorization request is required
    - xiii. In violation of any other Medi-Cal regulation where overpayment has occurred
  - f. DHCS shall also recover overpayments to Champions for any of the following reasons:
    - i. Claimed reimbursement for a service not rendered
    - ii. Claimed reimbursement for a service at an uncertified location
    - iii. Used erroneous, incorrect, or fraudulent good cause codes or procedures
    - iv. Used erroneous, incorrect, or fraudulent multiple billing codes and certification processes
    - v. Failure to meet time frames as set by DHCS
    - vi. Champions received reimbursement in excess of the limits set by DHCS

- vii. Champions received reimbursement for an ineligible group or individual counseling session
- g. Champions' noncompliance with other requirements are considered programmatic deficiencies by DHCS. DHCS will issue a report to the provider documenting demands for recovery of payment and/ or programmatic deficiencies. Champions will submit a Corrective Action Plan (CAP) sixty (60) calendar days after the date of the report. The CAP will:
  - i. Address each demand for recovery or programmatic deficiency, including a description of how the deficiency will be corrected and an implementation date for the corrective action
- h. Champions will inform all beneficiaries 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 for benefits
  - i. Champions will advise beneficiaries in writing at least ten (10) calendar days prior to the effective date of the intended action to terminate or reduce services. This notice will include:
    - i. A statement of the action the provider intends to take
    - ii. The reason for the intended action
    - iii. A citation of the specific regulation(s) supporting the intended action
    - iv. An explanation of the beneficiary's right to a fair hearing to appeal the action
    - v. An explanation that the beneficiary may request a fair hearing by submitting a written request to:  
 Administrative Adjudication Division Department of Social Services  
 744 P Street, MS 19-37  
 Sacramento, CA 95814  
 Telephone: 1-800-743-8525  
 T.D.: 1-800-952-8349
  - vi. An explanation that Champions will continue treatment services pending a fair hearing decision only if the beneficiary appeals in writing to DHCS for a hearing within ten (10) calendar days of the mailing or personal delivery of the notice of intended action
- j. Champions and/ or Kings County may appeal Drug Medi-Cal dispositions concerning demands for recovery of payment and/ or programmatic deficiencies of specific claims
  - i. Champions and/ or Kings County will initiate an appeal, grievance, or complaint by submitting a letter to:
    - Deputy Director  
 Program Operations Division  
 Department of Alcohol and Drug Programs  
 1700 K Street  
 Sacramento, CA 95814-51015
    - ii. Champions and/ or Kings County will submit the letter on official letterhead stationary of Champions and/ or Kings County and it will be
    - iii. County
    - iv. The letter will specify that it is being submitted in accordance with Section 51015
    - v. The letter will identify the specific claim(s) involved and describe the disputed (in) action regarding the claim

- vi. The letter will be submitted within ninety (90) calendar days from the date of Champions and/ or Kings County received written notification of the decision to disallow claims
- vii. DHCS shall acknowledge the letter within fifteen (15) calendar days of its receipt
- k. DHCS shall inform Champions and/ or Kings County of DHCS's decision and the basis for the decision within fifteen (15) calendar days after DHCS's acknowledgment notification. DHCS shall have the option of extending the decision response time if additional information is required from Champions and/ or Kings County. Champions and/ or Kings County will be notified if DHCS extends the response time limit
- l. Champions and/ or Kings County may initiate a second-level appeal, grievance or complaint to the Department of Health Services (DHS) only after complying with first-level procedures and only when:
  - i. DHCS has failed to acknowledge the grievance or complaint within fifteen (15) calendar days of its receipt, or
  - ii. Champions and/ or Kings County is dissatisfied with the action taken by DHCS where the conclusion is based on DHCS's evaluation of the merits
- m. The second-level appeal will be submitted to DHCS within thirty (30) calendar days from the date DHCS failed to acknowledge the first-level appeal or from the date of the DHCS first-level appeal decision. All second-level appeals shall be directed to:  
Chief, Medi-Cal Policy Division Department of Health Services 714 P Street, Room 1561 Sacramento, CA 95814
- n. In referring an appeal, grievance, or complaint to DHS, Champions and/ or Kings County will submit:
  - i. A copy of the original written grievance or complaint sent to DHCS
  - ii. A copy of DHCS's report to which the appeal, grievance, or complaint applies, and If received by Champions and/ or Kings County, a copy of DHCS's specific finding(s), and conclusion(s) regarding the appeal, grievance, or complaint with which Champions and/ or Kings County is dissatisfied.

**Intensive Outpatient Treatment (IOT) Services SCOPE OF WORK 2016**

<b>Session/ Service Type</b>	<b>Units of Service (Per Session Type)</b>	<b>Maximum Program Hours</b>
<b>INTERVENTION PHASE (6 Month Duration)</b>		
Early Recovery Skills	3 Hrs	24 Hrs
Relapse Prevention I: Matrix	2 Hrs	16 Hrs
Relapse Prevention II: Matrix	3 Hrs	24 Hrs
Individual Counseling Sessions	1 Hrs	24 Hrs
Beyond Trauma (gender-specific)	2 Hrs	24 Hrs
Getting It Right: Managing My Life (Life Skills)	2 Hrs	24 Hrs
Case Management	2 Hrs	48 Hrs
<b>Total Units of Service Intervention Phase</b>	<b>15 Hrs</b>	<b>184 Hrs</b>
<b>AFTERCARE PHASE (6 Month Duration)</b>		
Relapse Prevention III: Matrix	2 Hrs	16 Hrs
Individual Counseling Sessions	1 Hrs	24 Hrs
Seeking Safety	2 Hrs	24 Hrs
Family Education	2 Hrs	24 Hrs
Case Management	2 Hrs	48 Hrs
<b>Total Units of Service Aftercare Phase</b>	<b>9 Hrs</b>	<b>136 Hrs</b>
<b>MISC. CLIENT ACTIVITIES</b>		
Orientation, Eligibility, Assessment, Admissions, CalOMS, Initial Case Plan Development	6 Hrs	6 Hrs
Documentation	1 Hrs	48 Hrs
Crisis Intervention (varies)	1 Hrs	48 Hrs
Treatment Plan Updates (x3)	2 Hrs	6 Hrs
Weekly Staff Meetings	2 Hrs	96 Hrs
Exit Assessment (Planning)	3 Hrs	3 Hrs
Discharge Summary	2 Hrs	2 Hrs
<b>Total Units of Service Misc. Client Functions</b>	<b>17 Hrs</b>	<b>209 Hrs</b>
<b>TOTAL UNITS OF SERVICE PER CLIENT</b>		<b>529</b>

<b>IOT</b>	
<b>January 2016 - June 2016</b>	
<b>Salaries Budget</b>	
Exec Director	1,247
Admin Services Officer	559
Counselor II	4,689
Case Manager	3,440
<b>Salaries Total</b>	<b>9,935</b>
<b>Benefits</b>	
Taxes	-
Worker's Comp	-
Health Care	-
<b>Benefits Total -</b>	
<b>Salaries &amp; Benefits Total</b>	
	<b>9,935</b>
<b>Operating Expense</b>	
	<b>1,681</b>
<b>Total Budget</b>	
	<b>11,616</b>

<b>IOT FY 16/17</b>	
<b>Salaries Budget</b>	
Exec Director	6,484
Admin Services Officer	584
Human Recourse Specialist	1,549
Pediatric Therapist	1,188
Clinical Director	19,228
Clinical Supervisor	1,000
Counselor II	7,954
Counselor I	27,100
Case Manager	4,705
Case Manager	26,557
<b>Salaries Total</b>	<b>96,349</b>
<b>Benefits</b>	
Taxes	8,868
Worker's Comp	556
Health Care	2,102
<b>Benefits Total</b>	<b>11,526</b>
<b>Salaries &amp; Benefits Total</b>	
	<b>107,875</b>
<b>Operating Expense</b>	<b>29,536</b>
<b>Total Budget</b>	<b>137,411</b>

<b>IOT FY 17/18</b>	
<b>Salaries Budget</b>	
Exec Director	20,226
Deputy Director	9,905
HR Specialist	16,744
Admin Assistant	3,334
Administrative Clerk	9,413
Clinical Director	4,137
Clinical Supervisor	21,081
Pediatric Therapist	6,390
Counselor II	18,384
Counselor I	31,200
Counselor II	15,796
Case Manager	10,512
Case Manager	33,313
Case Manager	20,605
Receptionist	9,872
<b>Salaries Total</b>	<b>230,912</b>
<b>Benefits</b>	
Taxes	21,474
Worker's Comp	1,589
Health Care	12,074
<b>Benefits Total</b>	<b>35,137</b>
<b>Salaries &amp; Benefits Total</b>	
	<b>266,049</b>
<b>Operating Expense</b>	<b>58,040</b>
<b>Total Budget</b>	<b>324,089</b>





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 2, 2019

**SUBMITTED BY:** District Attorney – Keith Fagundes/Philip Esbenshade

**SUBJECT:** OBSERVANCE OF CRIME VICTIMS' RIGHTS WEEK

**SUMMARY:**

**Overview:**

During the week of April 7-13, 2019, the District Attorney's Office's Victim Witness Assistance Program proposes to observe Crime Victims' Rights Week. This weeklong event honors victims' rights and increases public awareness and knowledge about the many rights and services that are available to people who have been victimized by crime. It also promotes assistance for victims and seek to foster empathy for crime victims, and it honors those who advocate on their behalf.

**Recommendation:**

**Adopt a Resolution designating the week of April 7-13, 2019 as Kings County Crime Victims' Rights Week.**

**Fiscal Impact:**

None.

**BACKGROUND:**

Crime Victims' Rights Week is a long standing tradition observed annually at national and local levels during the month of April. Since 1982, when President Ronald Reagan declared the first National Crime Victims' Rights Week, crime victims, survivors, and those who serve them join together in unity to promote victims' rights.; The partnerships is an effort to prevent crime and to make the community a safer and healthier place to live and work. The District Attorney's Office Victim Witness Assistance Program is planning significant community outreach and events including the National Crime Victim's Rights Week Recognition Ceremony on April 9 at 6:00 pm, at the Firt Baptist Hanford Church, the Victim's memorial Quilt Unveiling at the same time

(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**

### **OBSERVANCE OF CRIME VICTIMS' RIGHTS WEEK**

**April 2, 2019**

**Page 2 of 2**

and location, and Child Abuse awareness presentations to local service clubs and partner agencies throughout the month.

County Counsel has reviewed and approved the Resolution.

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

\*\*\*\*\*

IN THE MATTER OF PROCLAIMING                      RESOLUTION NO. \_\_\_\_\_  
APRIL 7th THROUGH 13, 2019 AS  
KINGS COUNTY CRIME VICTIMS'  
RIGHTS WEEK \_\_\_\_\_/

Whereas, in 1982, the President’s Task Force on Victims of Crime envisioned a national commitment to a more equitable and supportive response to victims;

Whereas, this commemorative week celebrates the energy, perseverance and commitment that launched the victims’ rights movement, inspired its progress, and continues to advance the cause of justice for crime victims;

Whereas, crime can leave a lasting impact on any person, regardless of age, national origin, race, creed, religion, gender, sexual orientation, immigration, or economic status;

Whereas, incorporating communities’ existing experts and trusted sources of support into efforts to fully serve survivors will develop a criminal justice system response that is truly accessible and appropriate for all victims of crime;

Whereas, with the unwavering support of their communities and victim service providers behind them, survivors will be empowered to face their grief, loss, fear, anger, and hope without fear of judgment, and will feel understood, heard, and respected;

Whereas, serving victims and rebuilding their trust restores hope to victims and survivors, as well as supports thriving communities;

Whereas, engaging a broader array of healthcare providers, community leaders, faith organizations, educators and businesses can provide new links between victims and services that improve their safety, healing, and access to justice;

Whereas, honoring the rights of victims, including the rights to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs rebuilds their trust in the criminal justice and social service systems;

Whereas, National Crime Victims’ Rights Week provides an opportunity to recommit to ensuring that all victims of crime –especially those who are challenging to reach or serve – are offered culturally and linguistically accessible and appropriate services in the aftermath of crime; and

Whereas, Kings County District Attorney Victim Witness is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for a better future for all victims and survivors.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Kings as follows:

1. The Kings County Board of Supervisors proclaims the week of April 7 to 13, 2019, to be Kings County Crime Victims' Rights Week, and honors crime victims and those who serve them during this week and throughout the year.

2. That this official proclamation is to be presented to the Kings County District Attorney's Victim Witness Program on April 9, 2019.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the

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

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of April, 2019.

By: \_\_\_\_\_  
Clerk of the Board of Supervisors



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM

April 2, 2019

**SUBMITTED BY:** Department of Finance – James Erb

**SUBJECT:** CONTRACT WITH CAPITAL PARTNERSHIPS, INC. FOR ONESOLUTION SOFTWARE IMPLEMENTATION SERVICES

**SUMMARY:**

**Overview:**

The Department of Finance is seeking approval of a contract with Capital Partnerships, Inc. (CPI) for technical and quality assurance services to assist County staff with implementation of the ONESolution financial and budgeting software.

**Recommendation:**

**Authorize the Chairman to sign a sole source Agreement with Capital Partnerships, Inc. for ONESolution implementation support in an amount not to exceed \$295,092 for a contract term through June 30, 2020.**

**Fiscal Impact:**

The total cost of services under the proposed contract is for an amount not to exceed \$295,092. The project repayment is five annual payments within Budget Unit 121600 “Financial and Human Resource Systems” beginning May 1, 2019. Mr. Schwartz, CPI’s sole proprietor, will be eligible for travel reimbursement under this contract. Travel reimbursement will be consistent with the County’s travel policy guidelines. The cost of Mr. Schwartz’s hourly rate and travel reimbursement would be funded within the current ONESolution implementation budget; therefore, adequate funding is available for these services within the Adopted Fiscal Year 2018-2019 Budget.

**BACKGROUND:**

On June 12, 2018, the Board of Supervisors approved a contract with CentralSquare for the purchase and implementation of the ONESolution financial and budgetary software system. The County selected

(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**

### **CONTRACT FOR SERVICES WITH CAPITAL PARTNERSHIPS FOR ONESOLUTION IMPLEMENTATION SERVICES**

**April 2, 2019**

**Page 2 of 2**

ONESolution to replace the current aging financial and budgetary software system, e-Finance. The first phase of the project will go live on July 1, 2019. After reviewing the timeline and status of the various deliverables to implement the software, staff recommends obtaining additional support to maintain the scheduled timeline. Therefore, staff proposes to contract with CPI for additional expertise and assistance with the implementation of ONESolution.

Mr. Schwartz is the sole proprietor and employee of CPI and has worked as a software consultant for over 20 years. The past five years, Mr. Schwartz has been assisting Merced County with its ONESolution financial and budgeting application implementation and with ongoing support. In addition, Mr. Schwartz recently assisted Merced County with the implementation of the human resources and payroll modules offered in ONESolution. Mr. Schwartz has a broad technical and operational understanding of the ONESolution software, which will be valuable to the County as it completes its project.

Based on staffs' perceived need, Mr. Schwartz's direct experience, and strong recommendations from staff in Merced County, staff recommends that your Board approve a sole source contract with CPI for ONESolution implementation services. Staff requests to contract with Mr. Schwartz through June 30, 2020. Mr. Schwartz will only bill for hours worked up to a maximum allowable contract amount, which allows for 30 hours of work a week on average.

Once the County goes live with the financial modules scheduled for July 1, 2019, staff will then begin implementation of the ONESolution budget, fixed asset, and the budget book modules. The budget module needs to be in place for the development of the Fiscal Year 2020-2021 Budget. This effort will start around December 2019. The final go-live date of the complete system is expected to occur on July 1, 2020. It will be difficult to maintain the current schedule without outside help from an experienced consultant such as Mr. Schwartz.

The Administrative Office reviewed this request, County Counsel reviewed the contract as to form, and staffing requirements were discussed with the Information Technology Department. In addition, the Information Technology Department has provided a fulltime staff person to the project after discussing the interface and report writing specifications that require a programmer or developer to manage.

**COUNTY OF KINGS PURCHASING DEPARTMENT**  
**SOLE SOURCE JUSTIFICATION**

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

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

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

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

Existing Equipment

Manufacturer/Model Number

Age

Current Estimated Value     \$

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

2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary. *SEE ATTACHMENT A*

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

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

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

Signature

*[Handwritten Signature]*

Printed Name and Title

*DIRECTOR OF FINANCE*

Date

*3-13-2019*

Purchasing Manager: Approved as written

Rejected

Signed

*[Handwritten Signature]*  
Dan Willhite, Purchasing Manager

**Sole Source Justification  
Support for 1d – Other Factors  
Capital Partnerships, Inc.**

The County of Kings is in the process implementing a new financial and reporting software system referred to as “ONESolution”. The go live date is July 1, 2019, for Phase 1 and July 1, 2020 for Phase 2. While staff is working diligently, there is not any one staff person who is fully dedicated to the project. We need to supplement the current staffing level as soon as possible to have any chance of making the July 1, 2019 go live of Phase 1.

Mr. Schwartz (Capital Partnerships, Inc.) spent the last 5 years implementing and supporting ONESolution for Merced County. He is familiar with the software and the implementation process. It is difficult to find an independent contractor with such current and direct experience as Mr. Schwartz.

The software firm is also assisting with the implementation. We could increase their hours to fill in the gaps. However, CentralSquare bills an average rate of \$190 an hour versus Mr. Schwartz’s rate of \$130 an hour. In addition, I believe it is important to have an independent opinion from an experienced consultant regarding some of the design decisions that will be presented to staff. We are not aware of any ONESolution consultants in the area.

The County’s Purchasing Manager assisted the Finance Director establish a low dollar purchase order for \$25,000. The purpose of this purchase order was to hire Mr. Schwartz immediately and to provide us with an opportunity to evaluate Mr. Schwartz’s experience and fit with County staff. Within the first week, Mr. Schwartz provided benefit to County staff and questioned the CentralSquare project manager about hours and timing. Mr. Schwartz worked with many of the CentralSquare staff in Merced County.

Based on Mr. Schwartz’s recent and direct experience with a County of similar size to Kings County and his immediate availability the Finance Director is requesting approval for the sole source justification.



**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into as of the 2nd day of April, 2019, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Capital Partnerships Inc., a California Subchapter S corporation (hereinafter "Contractor").

**R E C I T A L S**

WHEREAS, County requires services to complete a ONESolution Finance and Budget software implementation; 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.

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

**3. COMPENSATION**

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 in **Exhibit B**.

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

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall approve payment to Contractor monthly in arrears, 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 be in full force and effect for fifteen months, and shall commence on April 2, 2019 and shall terminate on June 30, 2020, at the end of business unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the parties for 3 months provided there is remaining funding from the compensation identified in Exhibit A.

**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 County Board of Supervisors or other representative authorized by County 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.

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

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

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

D. 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 Four Million Dollars (\$4,000,000) 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, 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, officials, employees, 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, any act, omission, fault or negligence, whether active or passive, 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 act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or 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. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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 County subject to any required state or federal approval.]

**16. 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.

**17. 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.

**18. 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.

**19. NOTICE**

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:**

James P. Erb, CPA  
Director of Finance  
1400 W. Lacey Blvd.  
Hanford, CA 93230

Phone: (559) 852-2460  
Facsimile: (559) 587-9935

**CONTRACTOR:**

Davis R. Schwartz, President  
Capital Partnerships Inc.  
2318 34<sup>th</sup> Avenue  
San Francisco, CA 994116-2203

Cell phone: (415) 377-0274  
Facsimile: (415) 759-0977

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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25 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

CAPITAL PARTNERSHIPS, INC.

By: \_\_\_\_\_  
JOE NEVES, Chairman

By: \_\_\_\_\_  
DAVIS R. SCHWARTZ, President

ATTEST:

APPROVED AS TO FORM:  
David A. Prentice, Interim County Counsel

\_\_\_\_\_  
Catherine Venturella, Clerk to the Board

By: \_\_\_\_\_  
Carrie R. Woolley, Deputy

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Fees

**Exhibit C:** Kings County ADA Grievance  
Procedures

Approved and Endorsements Received:

\_\_\_\_\_  
Sande Huddleston, Risk Manager



## **Exhibit A – Scope of Work**

Consultant will provide technical assistance / quality assurance services to assist County staff and the software vendor with implementing the following ONESolution applications:

### By Phase 1 “Go Live:”

1. General ledger accounting: excluding Cognos Disclosure Management (CDM) development of the Consolidated Annual Financial Report (CAFR);
2. Purchasing: purchase request, purchase order, and encumbrance functionality;
3. Accounts payable: invoice / check processing and electronic funds transfer (EFT) to vendors;
4. Cash receipts and bank reconciliation for the Treasurer’s and Auditor’s processes; and
5. Project cost (job ledger) accounting for the Department of Public Health / Department of Public Works by Finance go live and for other County departments after Finance “Go Live.”

### After Phase 1 “Go Live:”

1. Budgeting: both the Position Budgeting (PB) and Budget Item Detail (BID) applications as well as Cognos Disclosure Management (CDM) development of the Budget Book;
2. Accounts receivable;
3. Contracts management; and
4. Grants management: both grants set-up and interfacing with the job ledger for grant revenue and expenditure tracking / reporting.

Implementation of the above ONESolution applications requires an understanding of end user needs, configuration of software applications, and various types of technical assistance as indicated below and requested by County staff:

- Requirements definition beyond what is documented in the Project Scope & Charter, configuration workbooks, and business process improvement deliverables provided by the software vendor;
- Configuration detailing beyond what is documented in the Project Scope & Charter, configuration workbooks, and business process improvement deliverables provided by the software vendor;
- Data mapping of the 23 Position Budgeting tables needed to export PeopleSoft HRMS data to PB;
- Interface scoping and integration testing;
- Report scoping, development, and acceptance testing of Cognos / CDD reports (customizing of standard OS reports, cloning/customizing of Merced County reports, and custom development of other Kings County reports);
- Workflow scoping, development, and acceptance testing;
- User security set-up: establishing mask/data security for OS applications as well as Cognos reports;
- User training (where appropriate) and assistance in developing user training materials; and

- OS support case identification, tracking, and resolution.

Consultant will also assist the County's Director of Finance and/or the Assistant Director of Finance with the following ERP project management activities, as requested, for each project phase:

- Microsoft Project scheduling: review/advise regarding reasonableness of project schedules;
- ERP budget tracking: review/advise on project billings in light of completed deliverables;
- Issue / risk identification, tracking, and resolution by the software vendor;
- Readiness assessment: across-the board assessment regarding whether or not the County is fully ready to "Go Live" with specific Finance and Budget applications; and
- Cutover planning: technical assistance in detailing the tasks, schedules, and responsibilities for the 30-45 days prior to "Go Live" with specific Finance and Budget applications.

## Exhibit B - Fees

### Labor:

**\$130 per hour for work on-site or remotely. It is anticipated that Contractor will work approximately 30 hours per week for 63 weeks, for an anticipated amount of \$245,700.**

### Travel expense:

**\$196 per diem for any whole or partial day on site. This amount includes lodging, food, mileage, bridge tolls for approximately 4 days a week for 63 weeks, for an anticipated amount of \$49,392.**

Cost	Rate	Quantity	Amount		Per diem
Lodging	\$89.21	3	\$267.63		
Subsistence	57.00	4	228.00		
Mileage	0.585	480	280.80		
Tolls	6.00	1	6.00		
Total			\$782.43	/ 4 =	\$195.61

**Total fees and compensation under this Agreement shall not exceed \$295,092 (\$245,700 + \$49,392).**



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 2, 2019

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** RESOLUTION ESTABLISHING APRIL AS NATIONAL DONATE LIFE MONTH

**SUMMARY:**

**Overview:**

April is National Donate for Life Month. Organ and tissue donations are life-giving acts. A single individual's donation of the heart, lungs, kidneys, pancreas and small intestine can save up to eight lives. Donation of tissue can save and heal the lives of up to 75 others.

**Recommendation:**

**Adopt a Resolution declaring April as National Donate Life Month in Kings County.**

**Fiscal Impact:**

None.

**BACKGROUND:**

More than 135 individuals in Kings County are currently on the national organ transplant waiting list and 22 patients die each day due to the shortage of donated organs. Over fourteen million Californians have signed up with the state-authorized Donate Life California Registry to ensure their wishes to be organ and tissue donors are honored. In recognition of National Donate Life Month, the Sheriff's Office requests that your Board adopt the Resolution declaring April as National Donate Life Month in Kings County and in doing so encourage all Californians to check yes to become an organ and tissue donor when applying for/or renewing their driver's license or I.D. card, or by signing up at [www.donoretworkwest.org](http://www.donoretworkwest.org).

The Resolution has been reviewed County Counsel.

**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.

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

\*\*\*\*\*

IN THE MATTER OF PROCLAIMING  
APRIL 2019 AS NATIONAL DONATE  
LIFE MONTH IN KINGS COUNTY /

Resolution No. \_\_\_\_\_

WHEREAS, more than 135 individuals in Kings County are currently on the national organ transplant waiting list, and 22 patients die each day due to the shortage of donated organs; and

WHEREAS, Donor Network West serves as the federally designated Organ Procurement Organization in Northern/Central California and Northern Nevada and works in close partnership with families, doctors, nurses, and coroners in hospitals to connect donors to recipients; and

WHEREAS, organ and tissue donations are life-giving acts recognized worldwide as expressions of compassion to those in need that save thousands of lives each year; and

WHEREAS, the need for donated organs is especially urgent in Hispanic, African American, and Asian communities; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas, and small intestine can save up to eight lives and donation of tissue can save and heal the lives of up to 75 others; and

WHEREAS the spirit of giving and decision to donate are not restricted by age or medical condition; and

WHEREAS, over fourteen million Californians have signed up with the state-authorized Donate Life California Registry to ensure their wishes to be organ and tissue donors are honored; and

WHEREAS, California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles.

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NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Kings County Board of Supervisors proclaims the month of April 2019, to be "National Donate Life Month," and in so doing encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at donornetworkwest.org.

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

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

\_\_\_\_\_  
Joe Neves, Chairperson of the  
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Catherine Venturella  
Clerk of the Board of Supervisors



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 2, 2019

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** APPOINTMENT TO THE AGRICULTURAL ADVISORY COMMITTEE

### **SUMMARY:**

#### **Overview:**

When a vacancy occurs on any board, commission or committee for which the legislative body has the appointing power, a vacancy notice shall be posted in the office of the clerk of the local agency and the local library. The legislative body shall not make a final appointment to the board or commission for at least 10 working days after the posting of a vacancy notice as required.

#### **Recommendation:**

**Appoint one member to the Agricultural Advisory Committee. Pursuant to Board policy, the Administrative Office makes no recommendations on advisory board appointments.**

#### **Fiscal Impact:**

None.

#### **Advisory Board Statement:**

The Committee coordinator recommends the appointment of Justin Mendes as outlined today.

### **BACKGROUND:**

The complete membership of the Committee consists of Eighteen members: Nine (9) Regular members, three (3) Ex-Officio Members and Six (6) Auxiliary members. Four (4) vacancies currently exist on the Agricultural Advisory Committee: Two (2) Regular members representing one of the following categories: Livestock, Poultry, Cotton/Row Crops, Water, Fruit/Field Crops or Small Farms/Ag Chemicals/Petroleum; One (1) Auxiliary member from a Citizen's Advisory Group of Industries; and One (1) Auxiliary member from the California Employment Development Department.

(Cont'd)

**BOARD ACTION :**

APPROVED AS PRESENTED: \_\_\_\_\_ OTHER: \_\_\_\_\_

I hereby certify that the above order was passed  
and adopted on \_\_\_\_\_ 2019.

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **APPOINTMENT TO THE AGRICULTURAL ADVISORY COMMITTEE**

**April 2, 2019**

**Page 2 of 2**

The purpose of the Committee is an advisory agency to the Kings County Board of Supervisors on matters involving agriculture. The primary focus of the Committee will be the sustainability and economic prosperity of agricultural production in Kings County. The Committee may perform functions such as, but not limited to: study problems of general or special interest assigned by the Board, undertake special studies as needed or requested relating to the preservation of agricultural land and protection of soil resources, review important proposed State legislation affecting agriculture, and other matters of general concern or interest to agriculture.

#### **Applicant:**

Justin Mendes – applicant for Water representative member vacancy





To: Kings County Board of Supervisors  
Fr: Dirk Holkeboer  
Re: Habitat for Humanity of Tulare/Kings Counties  
Da: March 27, 2019

On behalf of the homeowner-partners, volunteers and board of directors, I am pleased to have the opportunity to bring you up-to-date on the mission and activities of Habitat for Humanity in Kings County.

Habitat for Humanity is based on the idea that everyone deserves a decent and affordable place to live and that our community is healthier and stronger when this happens. We accomplish that goal by offering a “hand up rather than a hand-out”, becoming a partner with the people who become Habitat homeowners.

While there are many good organizations addressing the housing needs of lower-income residents, Habitat focuses its efforts on creating or preserving homeownership opportunities for households with incomes between 40-60% of the Area Median Income with a hard eligibility ceiling of 80% AMI, the U.S. Housing & Urban Development’s definition of a “low income household” (currently in Kings County = \$47,750 for a family of four).

#### First-Time Homeownership Program

- Habitat for Humanity operates a first-time homeownership program where homeowner-partners work alongside community volunteers and Habitat staff to create a permanent home for themselves and their families.
- The future owners invest between 250-500 hours of “sweat equity” in the project and purchase the completed home, generally financed through a long-term zero interest mortgage provided by Habitat. With these monthly mortgage principal payments, Habitat homeowners support efforts to help other families who are in similar situations as they once were.
- Through the Homeownership Program, Habitat both builds new homes and acquires and rehabilitates run-down houses. Currently, four families are living in Habitat homes in Kings County. In total, HFHTKC has helped 65 families become first-time homeowners in its 25-year history.
- Last year, Habitat purchased a lot on the southwest corner of Kaweah and Cameron in Hanford; we are planning to identify a homeowner-partner and start construction later this year if sufficient funding is identified.

#### Home Repair Program

- Habitat also offers a home repair program to assist low-income homeowners with minor repairs and maintenance issues that they are not physically or financially able to take care of themselves. Examples of projects include wheelchair ramps,

other accessibility modifications, exterior painting, plumbing and electrical repairs, and HVAC repairs.

- Approximately 70% of the homeowners served through the Home Repair Program are seniors; the assistance provided by Habitat allows them to age-in-place in a safe, secure and accessible environment. The program also reaches out to veterans who may need repairs.
- As with the Homeownership Program, participants in the Home Repair Program repay Habitat's revolving loan fund with manageable monthly payments for the costs of the repairs which provides some funding for additional projects.
- More than 400 repair and maintenance projects have been completed in the ten years that Habitat has been operating the Home Repair Program.
- Habitat is undertaking its largest Home Repair project later this year when we work with a Hanford family of five which recently adopted three brothers whose mother was addicted to drugs. Needless to say, their 3-bedroom, 1-bathroom home is severely overcrowded for a household of eight; they will be working with Habitat to add an additional bedroom and bathroom.

### ReStore

- The ReStore is a home improvement store accepting donations of new and used items related to the home. The inventory includes cabinets, light fixtures, furniture, doors, windows, hardware, tools and a host of other items. We also offer a line of paint that is purchased from a company that re-manufactures left-over paint gathered through the California PaintCare program.
- The funds raised through sales of these items help Habitat cover much of its over-head expense and allowing more of the community contributions to be directed toward the housing programs.
- Donations to the ReStore keep thousands of pounds of usable materials out of the landfills.
- Habitat for Humanity operates two ReStores in its service area including a new location at 415 West Lacey in Hanford, which opened in June 2018.

### Funding

- Although HFHTKC is affiliated with Habitat for Humanity International, virtually all of the funds needed to operate its programs are generated from the local community – there is no funding pipeline from the HFHI headquarters in Atlanta. Donations from local individuals, businesses, congregations and service club, in addition to the net proceeds from the ReStore, provide most of the organization's funding.
- Local government can be a partner in the efforts to meet the growing need for housing that is affordable to hard-working, lower-income households by working creatively with Habitat in several ways.
  - Donate buildable lots to Habitat. In the past, local municipalities have also sold property to Habitat with a deferred payment promissory note that is passed on to the future homeowner.
  - Provide financing for property acquisition, infrastructure improvements, or lot preparation.
  - The Home Repair Program, in particular, could expand significantly in Kings County if Habitat had access to a modest, dedicated source of project funding that would create a Kings County revolving loan fund.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 2, 2019

**SUBMITTED BY:** Administration – Rebecca Campbell/Roger Bradley

**SUBJECT:** STUDY SESSION ON MISSION AND ACTIVITIES OF HABITAT FOR HUMANITY WITHIN KINGS COUNTY

**SUMMARY:**

**Overview:**

Habitat for Humanity of Tulare/Kings Counties Executive Director, Mr. Dirk Holkeboer, of the Habitat chapter working in Kings County will update the Board on the organization's mission and upcoming activities.

**Recommendation:**

**Hold a Study Session regarding Habitat for Humanity's mission and activities within Kings County.**

**Fiscal Impact:**

None.

**BACKGROUND:**

Habitat for Humanity is a global nonprofit housing organization working in local communities across all 50 states in the United States and in approximately 70 countries worldwide. Habitat for Humanity's vision is of a world where everyone has a decent place to live. Habitat for Humanity works toward this vision by building strength, stability, and self-reliance in partnership with families in need of decent and affordable housing. Specifically, families in need of decent, affordable housing apply for homeownership with their local Habitat for Humanity office. Each local Habitat for Humanity's family selection committee selects applicants to become homeowners based on three criteria:

- The applicant's level of need.
- The willingness to partner with Habitat.
- The ability to repay a mortgage through an affordable payment plan.

After being selected, Habitat for Humanity's homebuyers invest hundreds of hours of their own labor, called sweat equity, working alongside volunteers and other Habitat for Humanity homeowners to build their own home, in addition to paying an affordable mortgage and receiving financial education. Habitat for Humanity

(Cont'd)

**BOARD ACTION:**

APPROVED AS PRESENTED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk of the Board

By \_\_\_\_\_, Deputy.

## **Agenda Item**

### **STUDY SESSION ON MISSION AND ACTIVITIES OF HABITAT FOR HUMANITY WITHIN KINGS COUNTY**

**April 2, 2019**

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follows a nondiscriminatory policy of family selection. Neither race nor religion is a factor in choosing Habitat's homeowners.

The local Habitat for Humanity of Tulare/Kings County began service within Kings County in 2016. In addition to its homeownership program within the County, it operates a local ReStore within the City of Hanford. The ReStore is a building materials thrift store that sells donated materials and supplies at a discounted price. The ReStore receives its items through donations made by retailers with discontinued merchandise, builders with unneeded material, and community members. Mr. Dirk Holkeboer is the Executive Director of the local office. He has been asked to provide an update to your Board on the mission and efforts of Habitat for Humanity within Kings County. Mr. Holkeboer has provided the attached document outlining the information he will provide and discuss during the Study Session.