



# 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* June 17 & 18, 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.*

### Special Meeting

#### Monday, June 17, 2019

- I 8:00 AM CALL TO ORDER  
ROLL CALL – Clerk of the Board
- II 8:00 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 8:00 AM A. CLOSED SESSION  
INTERVIEWS – REGISTRAR OF VOTERS  
[Govt. Code Section 54957]
- IV B. ADJOURNMENT  
The next regularly scheduled meeting is scheduled for June 18, 2019, at 9:00 a.m.

### Regular Meeting

#### Tuesday, June 18, 2019

- I 9:00 AM CALL TO ORDER  
ROLL CALL – Clerk of the Board  
INVOCATION – JoAnn Hawkins – Kings County Grand Jury  
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 RECOGNITION – Rebecca Campbell**

Presentation of a certificate of recognition to Mikayla Contreras for winning the Miss Teen California United States 2019 title.

**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: June 11, 2019**

**B. Child Support Services:**

Consider authorizing the Chairman to sign the Intra-County Plan of Cooperation with the Kings County Information Technology Department to maintain and monitor the computer systems used by the Child Support Services Department.

**C. County Counsel:**

1. Consider approving the Kettleman City Community Services District Resolution No. 2018-01 and the Home Garden Community Services District Resolution No. 2018-04-26, to change district election dates to even numbered years to allow for consolidation with statewide elections for both entities.
2. Consider appointing Jim Wilson as a Director of the Tulare Lake Reclamation District #761 in order to establish a quorum.

**D. Department of Finance:**

Consider authorizing the Finance Director to make necessary budget transfers after final numbers are available, prior to the closing of County Ledgers. **(4/5 vote required)**

**E. Department of Public Works:**

1. Consider awarding the bid to purchase traffic paint to Ennis-Flint, Inc. for striping roads throughout the County and authorizing the Purchasing Manager to sign the purchase order.
2. Consider awarding the bid from Talley Oil for asphaltic emulsion for chip sealing road projects throughout the County and authorizing the Purchasing Manager to sign the purchase order.

**F. Sheriff's Office:**

Consider authorizing the Chairman to sign an amendment to an Agreement with Inmate Calling Solutions, LLC and authorizing Assistant Sheriff Dave Putnam to sign an Agreement with Spillman Technologies, Inc. to allow for the deposit of funds into inmate accounts.

**V REGULAR AGENDA ITEMS**

**9:15 AM A. Human Services Agency – Sanja Bugay/Shannon Tolbert/Monica Connor**

1. Consider authorizing the Chairman to sign an Agreement with Blue Cross of California Partnership Plan, Inc. to commence care coordination and data sharing for shared clients in the Whole Person Care Pilot Program effective June 12, 2019 to December 31, 2019.
2. Consider adopting a Resolution proclaiming the month of June 2019 as Elder Abuse Awareness month in Kings County.

**9:20 AM B. Department of Finance – Jim Erb/Rob Knudson**

1. Consider introducing an Ordinance establishing booking fees for Fiscal Year 2019-2020 and waive the first reading of the Ordinance.
2. Consider adopting a Resolution establishing the appropriation limits for Fiscal Year 2019-2020.

**9:25 AM C. Administration – Rebecca Campbell**

1. Consider appointing one member to the Kings County Homelessness Collaborative.
2. Consider authorizing the Chairman to sign a letter of opposition to affordable housing trailer bill language in the State budget.

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

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

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

**VII 9:35 AM E. CLOSED SESSION**

- ◆ **Litigation initiated formally.** The title is: *Administrative Proceedings before the California Public Utilities Commission between the California High Speed Rail Authority and County of Kings re Grade Separation Applications A1802018, A1802017, A1805020 and A1806017.* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Litigation initiated formally.** The title is: *Kings County, et. al. vs. California High-Speed Rail Authority, Sacramento County Superior Court Case #34-2014-80001861* [Govt. Code Section 54956.9(d)(1)]
- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Worker's Compensation Claim:** (1 case) [Gov't. Code Section 54956.95]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]  
*Public Employment:*  
*Title: County Counsel*
- ◆ **Personnel Matters:** [Govt. Code Section 54957]  
*Public Employment:*  
*Title: Registrar of Voters*
- ◆ **Personnel Matters:** [Govt. Code Section 54957]  
*Public Employment:*  
*Title: Child Support Services Director*
- ◆ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]  
Negotiator: Rebecca Campbell
  - Blue Collar SEIU Local 521
  - Detention Deputies' Association
  - Firefighters' Association
  - General Unit C.L.O.C.E.A.
  - Prosecutors' Association
  - Supervisors' Unit C.L.O.C.E.A.
  - Unrepresented Management

**VIII F. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, June 25, 2019, at 9:00 a.m. There will be a Special meeting held on Monday, June 24, 2019 at 8:00 a.m.

**IX 11:00 AM G. CALIFORNIA PUBLIC FINANCE AUTHORITY – REGULAR MEETING**

**X 2:00 PM H. KINGS IN HOME SUPPORTIVE SERVICES BOARD – SPECIAL MEETING**

***FUTURE MEETINGS AND EVENTS***

June 24	8:00 AM	Special Meeting – County Counsel interviews
June 25	9:00 AM	Regular Meeting
June 25	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
June 25	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting Cancelled
July 2	9:00 AM	Regular Meeting
July 4	---	County offices closed in observance of July 4, 2019 Holiday
July 9	---	Regular Meeting - Cancelled

*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 June 18, 2019

**SUBMITTED BY:** Administration – Rebecca Campbell  
**SUBJECT:** CERTIFICATE OF RECOGNITION

**SUMMARY:**

**Overview:**

High School student Mikayla Contreras visited your Board on July 17, 2018 to give your Board information on an upcoming pageant competition she was competing in. Mikayla won the title of Miss Teen California United States 2019, and is scheduled to compete soon for the title of Miss Teen United States.

**Recommendation:**

Present a certificate of recognition to Mikayla Contreras congratulating her for winning the title of Miss Teen California United States 2019.

**Fiscal Impact:**

None.

**BACKGROUND:**

Mrs. United States National Pageant, Inc. celebrates intelligent women of all walks of life. Their system is based on a solid commitment to uphold the standards of fairness and integrity. It prides itself in providing an avenue for each young woman to give a voice to those needing to be heard, lend a hand to those less fortunate, and be a compass for those daring to dream. At the local, state, and national level, United States National Pageants gives women the opportunity to promote a platform of community service.

On July 17, 2018, Mikayla Contreras presented at your Board's meeting to give information on the upcoming pageant competition she was competing in. Mikayla won the title of Miss Teen California United States 2019, and is scheduled to complete soon for the title of Miss Teen United States.

**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.



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## Action Summary

June 11, 2019

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

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

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

- I B 1**      **CALL TO ORDER**  
ROLL CALL – Clerk of the Board  
INVOCATION –Joanne Hawkins – Kings County Grand Jury  
PLEDGE OF ALLEGIANCE  
MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, DOUG VERBOON,  
RICHARD FAGUNDES  
MEMBERS ABSENT: CRAIG PEDERSEN
- II B 2**      **UNSCHEDULED APPEARANCES**  
*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.*  
None
- III B 3**      **EMPLOYEE RECOGNITION – Rebecca Campbell/Sarah Poots**  
Recognize employees, vendors and businesses who made contributions to the Employee Recognition Barbecue and presentation of certificates to the Employee Recognition Committee members.  
INFORMATION ONLY - NOA
- IV B 4**      **CONSENT CALENDAR**  
*All items listed under the consent calendar are considered to be routine and will be enacted by one motion. For any discussion of an item on the consent calendar, it will be removed at the request of any Board Member and made a part of the regular agenda.*  
**A. Approval of the Minutes: June 4, 2019**  
**B. District Attorney's Office:**  
Consider authorizing out of state travel for Senior District Attorney Investigator Nicole Lucero and District Attorney Investigator Jason Bietz to attend the 2019 American Professional Society on the Abuse of Children Colloquium in Salt Lake City, Utah on June 17-22, 2019.

**CONSENT CALENDAR CONTINUED**

- C. Department of Public Health:**  
Consider approving the purchase of four Toyota Camrys, authorizing the Purchasing Manager to sign the purchase order and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**
- D. Information Technology Department:**  
Consider declaring 20 vehicles as surplus and authorizing the Purchasing Manager to consign them for sale through the Public Surplus Online Auction Company.
- E. Job Training Office:**  
Consider authorizing the Chairman to sign an Agreement for Special Services with ProPath, Inc. to serve as the Workforce Innovation and Opportunity Act One-Stop Operator in Kings County. **[Agmt #19-051]**
- ACTION: APPROVED CONSENT CALENDAR AS PRESENTED (RF/DV/RV/JN-Aye., CP-Absent)**

**V**

**REGULAR AGENDA ITEMS**

- B 5 A. Behavioral Health Department – Lisa Lewis/Unchong Parry**  
Consider approving the Mental Health Services Act Capital Facilities and Technological Needs Program Plan revision for submission to the Department of Health Care Services.  
**ACTION: APPROVED AS PRESENTED (DV/RV/R/JN-Aye., CP-Absent)**
- B 6 B. County Counsel – David Prentice**  
Consider renewing the proclamation of emergency due to high flows on the Kings River and the prohibition of recreation activity on the Kings River and the closure of parks that abut the Kings River. **[Reso #19-043.1]**  
**ACTION: APPROVED AS PRESENTED (DV/RF/RV/JN-Aye., CP-Absent)**
- B 7 C. Fire Department – Clay Smith/Brandon Jones**  
Consider authorizing the Fire Chief to retroactively accept and sign the grant documents and any other documents as necessary for the United States Department of Agriculture Rural Development Community Facilities Grant for the date of June 6, 2019 and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required)**  
**ACTION: APPROVED AS PRESENTED (DV/RV/R/JN-Aye., CP-Absent)**
- B 8 D. Job Training Office – Lance Lippincott**  
Consider authorizing the Chairman to sign the Application for Subsequent Local Area Designation and Local Board Recertification Program year 2019-2021 to administer workforce services and resources under the Workforce Innovation and Opportunity Act. **[Agmt #19-052]**  
**ACTION: APPROVED AS PRESENTED (RF/DV/RV/JN-Aye., CP-Absent)**
- B 9 E. Library – Natalie Rencher**  
Consider authorizing the Chairman to sign the Agreement with EMCOR Services for the purchase and installation of a new chiller system, authorizing the Purchasing Manager to sign a purchase order to rent a temporary chiller and authorizing the Clerk of the Board to sign the budget appropriation and transfer form. **(4/5 vote required) [Agmt #19-053]**  
**ACTION: APPROVED AS PRESENTED (DV/RF/RV/JN-Aye., CP-Absent)**

**B 10**

**F. Administration – Rebecca Campbell**

1. Consider adopting a Resolution that authorizing the Chairman to sign an Agreement for participation in the Help America Vote Act funding program and authorizing the Clerk of the Board to sign the budget appropriation and transfer from. (4/5 vote required) [Reso #19-046, Agmt #19-054]

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

2. Consider adopting a Resolution to retroactively authorize the Chairman to sign an Agreement with the California Secretary of State for State reimbursement of funds for a new voting system. [Reso #19-047]

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

**VI**

**STUDY SESSION**

**B 11**

**G. Administration – Rebecca Campbell/Roger Bradley**

**CalVans – Ron Hughes**

Information regarding the CalVans Agency and the retirement of CalVans Director, Ron Hughes.

**INFORMATION ONLY - NOA**

**VII 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 Verboon stated that he attended a meeting regarding Hemp on June 5, 2019 and will attend one set for June 13, 2019, stated that he toured the Tulare Lake area and discussed water releases for crops.**

**Supervisor Fagundes stated that he has been attending graduations, the Portuguese Celebrations and helped for the Mary Immaculate Queen School dinner on June 8, 2019 and thanked Supervisor Neves for being the auctioneer for the event.**

**Supervisor Neves stated that he attended the First 5 Children & Families Commission meeting and a meeting regarding Hemp on June 5, 2019, attended the Lemoore High School graduation ceremony and Sober graduation events on June 6-7, 2019, attended the Senior Luau hosted by Kings Commission on Aging event at Civic Auditorium on June 7, 2019, attended and auctioneered at the Mary Immaculate Queen dinner on June 8, 2019.**

- ◆ **Board Correspondence: Rebecca Campbell stated that staff received a letter from Barbi Brokhoff, Kings County Child Support Services Director announced she will be retiring on August 9, 2019.**
- ◆ **Upcoming Events: Rebecca Campbell stated that the Kings County Sheriff's Posse annual dinner dance on June 15, 2019 at Burriss Park and tickets are \$100 for all you can eat crab and tri tip, Kings Lions Club Brewfest at Kings Lions complex on June 15, 2019 and tickets are \$40, the Kings County Employee Blood Drive is scheduled for June 25, 2019 in the Administrative Multipurpose room.**
- ◆ **Information on Future Agenda Items: Rebecca Campbell stated that the following items would be on an upcoming agenda: Public Works Department Asphaltic Emulsion and traffic paint purchase, Human Services Agency agreement with Blue Cross for data sharing and care coordination with whole person care pilot program, Administration Defense of the Accused contract renewal for FY 2019/2020 and FY 2019/2020 County Proposed budget.**



**VIII 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)]
- ◆ **Litigation initiated formally.** The title is: *California High-Speed Rail Authority, et al. vs. John Tos, et al., Sacramento County Superior Court Case No. 34-2016-00204740* [Govt. Code Section 54956.9(d)(1)]
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- ◆ **Deciding to initiate litigation.** 2 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Significant exposure litigation.** 1 case [Govt. Code Section 54956.9(d)(2), (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
  - Blue Collar SEIU Local 521
  - Detention Deputies' Association
  - Firefighters' Association
  - General Unit C.L.O.C.E.A.
  - Prosecutors' Association
  - Supervisors' Unit C.L.O.C.E.A.
  - Unrepresented Management

**REPORT OUT:** David Prentice, Interim County Counsel stated that he did not anticipate any reportable action taken in closed session today.

**IX B 14**

**J. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for Tuesday, June 18, 2019, at 9:00 a.m. There will be a special meeting on Monday, June 17, 2019.

***FUTURE MEETINGS AND EVENTS***

June 17	8:00 AM	Special Meeting/Interviews for Registrar of Voters
June 18	9:00 AM	Regular Meeting
June 18	11:00 AM	California Public Finance Authority Regular Meeting
June 18	2:00 PM	Kings In-Home Supportive Services Board Special Meeting
June 25	9:00 AM	Regular Meeting
June 25	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
June 25	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
July 9	9:00 AM	Regular Meeting cancelled
July 16	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

June 18, 2019

**SUBMITTED BY:** Child Support Services – Barbi Brokhoff

**SUBJECT:** INTRA-COUNTY PLAN OF COOPERATION BETWEEN KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND KINGS COUNTY INFORMATION TECHNOLOGY DEPARTMENT

**SUMMARY:**

**Overview:**

The Kings County Department of Child Support Services has annually entered into an Intra-County Plan of Cooperation (POC) with the Kings County Information Technology Department (IT). This plan outlines the responsibilities of both parties for securing financial support for minor children. The primary responsibility of IT is to maintain and monitor the computer system used by Child Support Services.

**Recommendation:**

**Authorize the Chairman to sign the Intra-County Plan of Cooperation between Kings County Department of Child Support Services and Kings County Information Technology Department.**

**Fiscal Impact:**

The Department of Child Support Services is 100% funded by the State (34%) and Federal (66%) government. As a result, there will be no impact to the General fund with this action. The costs for IT services for Fiscal Year 2019-2020 have been submitted in the proposed budget, Budget Unit 326000, for \$182,909. With \$119,943 designated for IT and \$62,966 for Central Services/Purchasing/Phone System.

**BACKGROUND:**

The Intra-County POC with the Information Technology Department was established to outline the responsibilities and guidelines for securing child support for minor children. In this regard, IT has several responsibilities in monitoring and maintaining the computers and computer system used by Child Support

(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**

### **INTRA-COUNTY PLAN OF COOPERATION BETWEEN KINGS COUNTY CHILD SUPPORT SERVICES AND KINGS COUNTY INFORMATION TECHNOLOGY DEPARTMENT**

**June 18, 2019**

**Page 2 of 2**

Services. All child support information is considered confidential. IT maintains strict confidentiality controls over child support enforcement data files. IT additionally ensures office system and network support for the child support computer system. When necessary, IT will assign one of their staff to visit Child Support Services to solve any troubleshooting problems.

The Intra-County POC between the Kings County Department of Child Support Services and the Kings County Information Technology Department will be effective beginning July 1, 2019 and ending on June 30, 2020.

Staff respectfully requests that your Board approve the Intra-County POC, and authorize the Chairman to sign it.

Intra-County POC has been reviewed and approved by County Counsel as to form.

# INTRACOUNTY PLAN OF COOPERATION

## I

### PURPOSE

The following Intra-County Plan of Cooperation is entered into between the Department of Child Support Services and Department of Information Technology (hereinafter called IT) and approved by the Board of Supervisors on behalf of the County of Kings for the coordination of their respective efforts and delineation of responsibilities relating to the Title IV-D Program. For the purpose of clarity the Kings County Department of Child Support Services will be referred to as Local Child Support Agency (hereinafter called LCSA) throughout this Plan of Cooperation (hereinafter called Plan). The purpose of this Plan is to establish responsibilities and guidelines for an effective program for the securing of financial support for minor children, including, but not limited to, identification and location of absent parents, determination of paternity of children born out of wedlock, determination of the absent parent's ability to support their minor children, establishment of support obligations and enforcement of support obligations.

## II

### CONFIDENTIALITY

The use or disclosure of information concerning applicants and recipients will be limited to purposes directly connected with the administration of the State Plan for establishing paternity and establishing, enforcing, and modifying child support obligations pursuant to Federal and State Laws and regulations. This includes, but is not necessarily limited to, the release of information obtained in connection with establishing eligibility; determining amounts of assistance; identifying and locating putative or deserting parents; establishing paternity; enforcing support obligations; investigating welfare fraud; and any investigation, prosecution or criminal or civil proceeding conducted in connection with the administration of the State Plan. No information which identifies any applicant or recipient of public assistance by name or address shall be disclosed to any committee or legislative body. IT is responsible for safeguarding all information in accordance with 45 CFR section 303.21, 45 CFR section 303.70, and 26 U.S.C. section 6103 (p) (4).

## III

### STANDARDS

The parties to this Plan shall maintain an organizational structure and sufficient staff to administer and supervise all of the functions for which they are responsible under the State Plan or this Plan. In addition, the parties must meet the standards for program operations in accordance with 45 CFR sections 302 through 303.109, inclusive.

## IV

### RESPONSIBILITIES

The LCSA may enter into cooperative arrangements with other county departments as necessary to carry out the responsibilities imposed by the State Plan. When such a delegation of duties is made, the LCSA shall be responsible and accountable for the execution of such duties within the county and shall ensure that all such functions are being carried out properly, efficiently, and effectively.

Both parties to this Plan agree to comply with Title IV-D of the Social Security Act, implementing regulations and all Federal and State regulations and requirements promulgated thereunder.

The LCSA shall have the following responsibilities:

1. LCSA will coordinate with IT a yearly budget estimate of data processing requirements for which LCSA can reasonably project a need during that year.
2. LCSA agrees to hold IT harmless for failure to provide services due to circumstances beyond IT's control, provided that data processing service to LCSA will be made on a best effort basis by IT. IT shall, however, to the extent feasible and possible, attempt to obtain backup computer support from state or other sources in the event of prolonged equipment failure to enable it to meet its commitment to LCSA.
3. LCSA will have the authority, to the extent necessary to meet its responsibilities, to request available technical assistance from IT in planning, developing, installing, and operating Child Support Enforcement program systems.

The Kings County Information Technology Department shall have the following responsibilities:

1. Cooperate and coordinate efforts with LCSA personnel as requested in order to provide for continued smooth, effective operations.

Other purchases of service priorities of either a continuing or special nature should not disrupt the schedule or due dates.

2. Service and rate schedules for State Fiscal Year 19/20 are shown below and include:

Office System Support  
Network Support  
Network Applications  
E-mail  
County Web System  
Service Desk System

IT TOTAL \$119,943

Central Services:

Postage/Mail Handling \$ 29,957

Print Shop \$ 2,943

Purchasing \$ 2,774

Phone System: \$ 27,292

Total Information Technology Costs: \$182,909

- a. Billings for services performed by IT Department, including System Support shall be provided to LCSA not less than monthly. Billing will be based upon a mutually agreed cost allocation that will apply equally to all other agencies and customers of IT. Billings will be submitted in the form of an itemized invoice.

Billings shall show summary charges, unless detail charges are requested, for each service performed, elapsed computer time, personnel handling, keying, or any other services for which costs incurred will be reimbursed under this Plan. LCSA will pay all costs for services rendered under this Plan in accordance with county rules and regulations. In the event of contested billings, both parties to this Plan shall enter into discussions to resolve existing or alleged differences.

- b. All service requests will be documented using IT's Service Desk request tracking system. The majority of service requests will be handled through the IT help desk using remote access software tools. Additionally, onsite support will be provided by IT when deemed necessary by IT or the LCSA.

All direct costs shall be supported by documentation identifying the service or support provided. For all labor components of service not covered in IT's standard service rates, time study information will be provided by IT to the LCSA with the monthly billing in order to qualify for reimbursement on the administrative expense claim.

All direct costs relating to training IT staff, which is initiated by the LCSA and required for IT to provide required services, will be absorbed by the LCSA.

3. All payments made to IT are subject to state and federal audit. Any portion of payment made to IT determined by audit to be ineligible for federal reimbursement shall be resolved between LCSA and the state or federal agency involved.
4. IT will assign staff most knowledgeable in LCSA applications within IT staffing limitations.
5. In the event of a rate change by IT, a separate rate schedule providing the new rates will be submitted promptly to LCSA. The new rate schedule will become an addendum to this Plan and in no way change the validity of said Plan.
6. IT will distribute overhead costs that cannot be directly charged under this agreement in accordance with approved state cost allocation plans.
7. IT shall maintain strict confidentiality controls over Child Support Enforcement data files. Information in the computer system as well as access, use, and disposal will be in accordance with the provision of 45 CFR section 205.05. The use or disclosure of information concerning the applicants and recipients of child support services shall require LCSA approval and shall be limited to persons directly connected with IT administrative and data processing functions.
8. IT shall, within resource limitations, produce end products (i.e., computer output) of such quality, accuracy, and completeness as to meet documented State and Federal requirements in so far as the input provided by LCSA is accurate and complete.
9. IT shall, in conjunction with LCSA, obtain prior approval from the State Department of Child Support Services before acquiring services or equipment that is used primarily for child support enforcement program. IT will comply with 45 CFR section 95.600 *et seq.* and 45 CFR sections 74.4 through 74.48, inclusive, in conducting procurements.
10. IT is an equal opportunity employer. IT shall not discriminate against employees on the basis of their race, sex, religion or age.

V

#### FINANCIAL PROVISIONS

The LCSA shall maintain an accounting system and supporting fiscal records adequate to ensure that claims for Federal funds are in accordance with applicable

Federal and State requirements. All expenditures, to be eligible for Federal Financial Participation must be claimed as outlined in 45 CFR sections 304.1 through 304.95, inclusive and Manual of Policies and Procedures division 25.

## VI

### TERM

This Plan shall begin effective July 1, 2019, and end effective June 30, 2020. It shall be renewed upon the same terms for additional periods of 12 months contingent upon written agreement of both parties. Amendments may be made at any time including during renewal negotiations and shall be incorporated into this Plan through a writing signed by all parties.

Should IT be found deficient in any aspects of performance under this Plan or fail to perform under the agreed standards, IT will have the responsibility of submitting a proposed corrective action plan to LCSA. The corrective action plan shall identify specific action to be taken to correct the deficient performance areas and be submitted within 45 days after notification of the deficiencies. Should IT fail to present a corrective action plan as required or fail to take appropriate corrective action, this Plan will automatically terminate.

## VII

### GENERAL PROVISIONS

All records and documentation shall be maintained in accordance with Federal and State requirements and shall be made available to State and Federal personnel for the purpose of conducting audits of the program.

**Exhibit A outlines further safeguarding procedures now required by Federal guidelines.** Exhibit A is incorporated into this Plan by this reference as though fully set forth. IT is designated as "contractor" and the LCSA is designated as agency in Exhibit A.



Barbi Brokhoff      6-11-19  
Barbi Brokhoff      Date  
Director  
Department of Child Support Services

John Devlin      6-11-19  
John Devlin      Date  
Chief Information Officer  
Information Technology  
Department

Approved By: County of Kings

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

Attest:

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

## **EXHIBIT A**

(Original contract language as outlined in Exhibit 7, IRS Publication 1075)

### **I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

## **II. CRIMINAL/CIVIL SANCTIONS:**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION:**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM

June 18, 2019

**SUBMITTED BY:** County Counsel – David Prentice/Diane Freeman

**SUBJECT:** KETTLEMAN CITY COMMUNITY SERVICE DISTRICT AND HOME GARDEN COMMUNITY SERVICE DISTRICT RESOLUTIONS CHANGING ELECTION DATES TO ALLOW FOR CONSOLIDATION WITH STATEWIDE ELECTIONS

**SUMMARY:**

**Overview:**

On April 17, 2018, the Kettleman City Community Service District board of directors adopted Resolution No. 2018-01, to hold district elections in even numbered years instead of odd numbered years to allow consolidation with statewide elections. On April 26, 2018, the Home Garden Community Service District similarly adopted Resolution No. 2018-04-26 for the same purpose. Pursuant to Elections Code section 10404, your Board is asked to approve these Resolutions.

**Recommendation:**

1. Approve Kettleman City Community Service District Resolution No. 2018-01, to change district election dates to even numbered years to allow for consolidation with statewide elections; and
2. Approve Home Garden Community Service District Resolution No. 2018-04-26, to change district election dates to even numbered years to allow for consolidation with statewide elections.

**Fiscal Impact:**

None. Special districts reimburse the County's costs in conducting elections, pursuant to Elections Code section 10520.

(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**

### **KETTLEMAN CITY COMMUNITY SERVICE DISTRICT AND HOME GARDEN COMMUNITY SERVICE DISTRICT RESOLUTIONS CHANGING ELECTION DATES TO ALLOW FOR CONSOLIDATION WITH STATEWIDE ELECTIONS**

**June 18, 2019**

**Page 2 of 2**

#### **BACKGROUND:**

Effective as of January 1, 2018, Senate Bill (SB) 415 encourages local agencies that hold elections in odd numbered years to hold elections in even numbered years to allow for consolidation with statewide elections. Kettleman City Community Services District and Home Garden Community Services District's board of directors each took action to change its election dates to allow for consolidation, pursuant to Elections Code section 10404. As required by section 10404, the Clerk of the Board of Supervisors provided notice to other special districts in Kings County of the proposed change on April 26, 2019. No special district submitted comments on the proposal.

Subdivision (e) of section 10404 states that: "The board of supervisors shall approve the resolution unless it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled." Assuming approval by this Board, the District's next board of directors' election will be held on November 3, 2020, and terms of office shall be extended accordingly.

The Registrar of Voters has analyzed how a proposed consolidation of elections would impact the County of Kings, and reports that additional elections outside of statewide elections can be handled by the Elections Office because consolidation of elections will not have a major impact on ballot style, voting equipment, or computer capacity.

The Registrar of Voters has also analyzed the cost impact of the proposed action. Consolidation will have no fiscal impact on Kings County, as special districts reimburse the County for the cost of holding district elections. However, consolidation would likely result in improved voter turnout and reduced cost to the Home Garden and Kettleman City Community Services Districts. It was determined that in May 2019 the current number of Kings County registered voters in Home Garden Community Services District was 636 and in the Kettleman City Community Services District was 198 voters. If the districts were to consolidate elections this would result in an estimated share of cost for an election held in an even numbered year to be approximately, \$5,564 and \$1,732, respectfully. If the districts were to conduct an election in an odd year as currently planned, the estimated minimum cost to the Home Garden Community Services District would be approximately \$18,941 and the Kettleman City Community Services District would be approximately \$14,460, due to substantial charges for unavoidable fixed costs.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 18, 2019

**SUBMITTED BY:** County Counsel – David Prentice/Diane Walker Freeman

**SUBJECT:** APPOINTMENT OF DIRECTOR TO THE TULARE LAKE RECLAMATION DISTRICT #761

**SUMMARY:**

**Overview:**

Pursuant to Government Code section 1780(h)(1), the Kings County Board of Supervisors has the authority to fill the vacancies of elective offices by appointment when the asking entity lacks a quorum to conduct business.

**Recommendation:**

Appoint Jim Wilson as a Director of the Tulare Lake Reclamation District #761 in order to reestablish a quorum.

**Fiscal Impact:**

None.

**BACKGROUND:**

By letter dated May 14, 2019, the Tulare Lake Reclamation District #761 ("District") board president requested appointment of one director pursuant to Government Code section 1780(h). Government Code section 1780(h)(1), provides that if the number of members of a district board falls below a quorum, then at the request of the district secretary or a remaining member of the district board, the appropriate city council or county board of supervisors shall promptly appoint a person to fill the vacancy or may call an election to fill the vacancy. As the District is primarily in Kings County, the Kings County Board of Supervisors is the appropriate appointing entity. The District requests your Board of Supervisors appoint Jim Wilson as a director of the Tulare Lake Reclamation District #761 for a term ending in 2021.

(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**

### **APPOINTMENT OF DIRECTOR TO THE TULARE LAKE RECLAMATION DISTRICT #761**

**June 18, 2019**

**Page 2 of 2**

This Board has previously appointed members to the District's board on February 6, 2017, May 8, 2018 and January 8, 2019. As of 2017, the District's Board of Trustees consisted of C. Howe III, J. Howe, C. Howe Jr., and Jan Kahn, who is the Howe family's former attorney. In late 2017, the three Howe family members resigned on October 18, 2017; December 12, 2017; and December 19, 2017; respectively. At that point, Jan Kahn was the only remaining trustee. On February 6, 2019, the Board of Supervisors appointed Steve Jackson and Mike Nordstrom to fill the quorum. Before the reconstituted quorum could fill the remaining seats, Jan Kahn resigned on March 20, 2018, and Steve Jackson and Mike Nordstrom resigned shortly thereafter. The District presumes that Mr. Kahn resigned because he no longer represented the landowners. Mr. Jackson and Mr. Nordstrom resigned because they agreed to serve as the landowners' representatives for the limited purpose of accomplishing certain business. On May 8, 2018, the Board of Supervisors appointed Mark Grewal, Douglas Jackson, and Victor Cruz, all landowner representatives of Sandridge Partners, L.P. Thereafter, Douglas Jackson's relationship with Sandridge terminated and he resigned. On January 1, 2019, the Board of Supervisors appointed Steve Jackson in Douglas Jackson's place. Most recently, Mr. Cruz's relationship with Sandridge terminated. Now, the District through its board president, Mark Grewal, is requesting the appointment of Jim Wilson to once again restore the quorum.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM

June 18, 2019

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

**SUBJECT:** END OF YEAR BUDGET TRANSFERS

**SUMMARY:**

**Overview:**

Each year it is necessary to balance Departmental Budgets prior to the June 30<sup>th</sup> closing of the County Ledgers.

**Recommendation:**

Authorize the Finance Director to make necessary budget transfers after final numbers are available, prior to the closing of the County Ledgers. (4/5 Vote Required)

**Fiscal Impact:**

None. Transfers will occur within a department's approved budget. No transfer of funds from contingencies will occur with this action.

**BACKGROUND:**

Prior to the closing of County Ledgers on June 30<sup>th</sup> of each year, departments are asked to analyze and make necessary transfers to balance their budgets. However, despite this practice, some final adjustments are needed. This is accomplished by moving existing and available funds within the budget to balance out expenses among all our departments. The State does not allow County departments to exceed their budgeted unreimbursed costs. This item will authorize the County Finance Director to make necessary adjustments within the available budget to balance out the final expenses.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 18, 2019

**SUBMITTED BY:** Public Works – Kevin McAlister/Rhonda Mann

**SUBJECT:** TRAFFIC PAINT PURCHASE

**SUMMARY:**

**Overview:**

The County Road Division is responsible for striping roads throughout the County to ensure safety of motorists.

**Recommendation:**

1. Award the bid to purchase traffic paint to Ennis-Flint, Inc. for striping roads; and
2. Authorize the Purchasing Manager to sign the purchase order.

**Fiscal Impact:**

An amount of \$1,000,000 is included in the Road Division's Proposed Fiscal Year 2019-20 budget for the purchase of traffic paint. The bid came in at \$114,810, plus tax, and will be purchased out of Budget Unit 311000, Account 82223135 (Supplies and Materials).

**BACKGROUND:**

The Road Division coordinated with the Purchasing Division on the specification for the required traffic paint, and bids were solicited from several suppliers, with International Coatings Company and Ennis Flint, Inc., both responding. Ennis-Flint Inc. supplied the lowest cost for the project. During this time of the year, there are roads in need of striping because of tomato haulers in the County. Due to purchasing standards set by the federal government, this purchase requires your Board's approval.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

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

**COUNTY OF KINGS  
PURCHASING DIVISION BUILDING 6  
1400 W. Lacey Blvd, Hanford CA 93230**

If further information is required, please contact:  
**Purchasing Assistant, Art Perez**  
**Tele: 559-852-2539, Fax: 584-8371**  
**Email: art.perez@countyofkings.com**

**REQUEST FOR QUOTATION**  
**IMPORTANT: Show the following information on the face of your quote.**

**Request for Quotation No: 2019-57 TRAFFIC PAINT**  
**Return Quote by: MONDAY JUNE 10, 2019 AT OR BEFORE 10AM**

The following to be completed by vendor:  
**IMPORTANT: All bids must be returned to the Purchasing Division by date and time shown at the address above or risk rejection.**

Delivery within <u>30</u> days unless otherwise noted below. <b>Delivery As Requeste</b>		FOB point shall be destination unless otherwise specified.	Terms shall be NET 30 days unless otherwise specified.  <u>Net 30</u>	Quoted by: (Please Print)  <u>Scott Johnson</u>		
Item No.	Quantity	Unit	Description	As Specified or Alternate	Unit Price	Extended Price
1	5,500	GAL	YELLOW PAINT 50% OF YELLOW, WHITE, AND BLACK PAINT	As Specified	\$9.80	\$53,900.00
2	6,000	GAL	WHITE PAINT MUST BE SHIPPED TO THE COUNTY BY 09/15/2019.	As Specified	\$9.75	\$58,500.00
3	1,500	GAL	BLACK PAINT REMAINDER OF PAINT MUST BE SHIPPED BY 8/30/2019.	As Specified	\$8.20	\$12,300.00
<p>VENDER QUOTE SHALL INCLUDE APPLICABLE TAX AND SHIPPING/ FREIGHT. PAINT PRODUCTS MUST MEET OR EXCEED CALTRANS SPEC NO. PTWB-01R2, RAPID DRY WATERBOURNE TRAFFIC LINE, WHITE, YELLOW, AND BLACK DATED MARCH 2019. PAINT MANUFACTURER MUST SUPPLY CERTIFICATE OF COMPLIANCE PRIOR TO SHIPPING PRODUCTS TO THE COUNTY.</p> <p>PAINT PRODUCTS MUST BE SHIPPED IN 250 GALLON TOTES TO KINGS COUNTY SHOPS ADDRESS 11827 SOUTH 11TH AVE HANFORD, CA 93230.</p> <p>ALL CHARGES TO BE INVOICED MUST APPEAR ON THIS BID FORM OR AN ATTACHED SHEET OR SHALL NOT BE ALLOWED.</p>						
<b>SUB TOTAL</b>						\$124,700.00
<b>SALES TAX AT 7.50%</b>						\$9,352.50
<b>DELIVERY CHARGE</b>						NA
<b>LUMP SUM TOTAL</b>						\$134,052.50
<p>PLEASE SEE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS RFQ. RESPONSE(S) MAY BE FAXED TO: 559-584-8371 ATT: ART PEREZ , PURCHASING ASSISTANT <a href="mailto:Art.Perez@countyofkings.com">Art.Perez@countyofkings.com</a></p>						

Quotations on other than this form will be subject to rejection.  
Do not include Federal Excise Tax.

Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all quotes and to waive any informalities or irregularities in bids.

Date of Quotation June 10, 2019

Name of Firm International Coatings Company, Inc.

Mailing Address 13929 166th Street  
Cerritos, CA 90703

Signature *Scott A Johnson*

Telephone (562)926-1010

Email Address sjohnson@iccink.com

**COUNTY OF KINGS  
PURCHASING DIVISION BUILDING 6  
1400 W. Lacey Blvd, Hanford CA 93230**


If further information is required, please contact:  
**Purchasing Assistant, Art Perez**  
**Tele: 559-852-2539, Fax: 584-8371**  
**Email: art.perez@countyofkings.com**

**REQUEST FOR QUOTATION**  
**IMPORTANT: Show the following information on the**  
**face of your quote.**  
**Request for Quotation No: 2019-57 TRAFFIC PAINT**  
**Return Quote by: MONDAY JUNE 10, 2019 AT OR BEFORE 10AM**

The following to be completed by vendor:  
**IMPORTANT: All bids must be returned to the Purchasing Division by date and time shown at the address above or risk rejection.**

Delivery within <u>30</u> days unless otherwise noted below. Delivery <u>10-14</u> Busin		FOB point shall be destination unless otherwise specified. Destination _____	Terms shall be NET 30 days unless otherwise specified. Net <u>30</u>	Quoted by: (Please Print) <u>Laura Greer</u>		
Item No.	Quantity	Unit	Description	As Specified or Alternate	Unit Price	Extended Price
1	5,500	GAL	YELLOW PAINT 50% OF YELLOW, WHITE, AND BLACK PAINT		\$8.82/GL	\$48,510.00
2	6,000	GAL	WHITE PAINT MUST BE SHIPPED TO THE COUNTY BY 09/15/2019.		\$8.97/GL	\$53,820.00
3	1,500	GAL	BLACK PAINT REMAINDER OF PAINT MUST BE SHIPPED BY 8/30/2019.		\$8.32/GL	\$12,480.00
			VENDER QUOTE SHALL INCLUDE APPLICABLE TAX AND SHIPPING/FREIGHT. PAINT PRODUCTS MUST MEET OR EXCEED CALTRANS SPEC NO. PTWB-01R2, RAPID DRY WATERBOURNE TRAFFIC LINE, WHITE, YELLOW, AND BLACK DATED MARCH 2019. PAINT MANUFACTURER MUST SUPPLY CERTIFICATE OF COMPLIANCE PRIOR TO SHIPPING PRODUCTS TO THE COUNTY. PAINT PRODUCTS MUST BE SHIPPED IN 250 GALLON TOTES TO KINGS COUNTY SHOPS ADDRESS 11827 SOUTH 11TH AVE HANFORD, CA 93230. ALL CHARGES TO BE INVOICED MUST APPEAR ON THIS BID FORM OR AN ATTACHED SHEET OR SHALL NOT BE ALLOWED.			
			<b>SUB TOTAL</b>			\$114,810.00
			<b>SALES TAX AT 7.50%</b>			
			<b>DELIVERY CHARGE</b>			INCLUDED
			<b>LUMP SUM TOTAL</b>			\$114,810.00
			PLEASE SEE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS RFQ. RESPONSE(S) MAY BE FAXED TO: 559-584-8371 ATT: ART PEREZ, PURCHASING ASSISTANT <u>Art.Perez@countyofkings.com</u>			

Quotations on other than this form will be subject to rejection.  
Do not include Federal Excise Tax.

Date of Quotation 6/11/2019  
Name of Firm Ennis-Flint, Inc  
Mailing Address 4161 Piedmont Parkway, Suite 370  
Greensboro, NC 27410  
Signature   
Telephone 336-308-3799  
Email Address Contracts@ennisflint.com

Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all quotes and to waive any informalities or irregularities in bids.



# COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (539) 852-2362  
Catherine Venturella, Clerk of the Board of Supervisors

## AGENDA ITEM June 18, 2019

**SUBMITTED BY:** Public Works – Kevin McAlister/Rhonda Mann  
**SUBJECT:** ASPHALTIC EMULSION PURCHASE FOR COUNTY ROAD PROJECTS

**SUMMARY:**

**Overview:**

The County Road Division is responsible for chip sealing roads throughout the County. Asphaltic emulsion is the binder used for this operation.

**Recommendation:**

1. Award the bid from Talley Oil for asphaltic emulsion for County road projects; and
2. Authorize the Purchasing Manager to sign the purchase order.

**Fiscal Impact:**

An amount of \$1,000,000 is included in the Road Division's adopted Fiscal Year 2018-19 budget for the purchase of the asphaltic emulsion. The bid came in at \$895,000 plus tax, and will be purchased out of Budget Unit 311000, Account 82223135 (Supplies and Materials).

**BACKGROUND:**

The Road Division coordinated with the Purchasing Division on the specification for the desired chip seal emulsion, and bids were solicited from several suppliers. Talley Oil, VSS International, and Cain Trucking responded. Talley Oil supplied the lowest cost for the project. The Roads Division anticipated the need for chip seal oil in the adopted Fiscal Year 2018-2019 budget, and performs this work on an annual basis.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk to the Board

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

**COUNTY OF KINGS  
PURCHASING DIVISION BUILDING 6  
1400 W. Lacey Blvd, Hanford CA 93230**

If further information is required, please contact:  
**Purchasing Assistant, Art Perez**  
Tele: 559-852-2539, Fax: 584-8371  
Email: art.perez@countyofkings.com

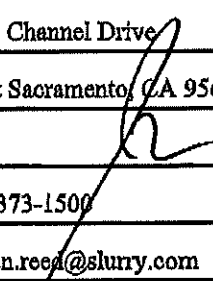
**REQUEST FOR QUOTATION**  
**IMPORTANT:** Show the following information on the face of your quote.  
**Request for Quotation No: 2019-56 ASPHALTIC EMULSION**  
**Return Quote by: MONDAY JUNE 10, 2019 AT OR BEFORE 10 AM**

The following to be completed by vendor:  
**IMPORTANT: All bids must be returned to the Purchasing Division by date and time shown at the address above or risk rejection.**

Delivery within <u>As Needed</u> days unless otherwise noted below. Delivery <u>N/A</u>	FOB point shall be destination unless otherwise specified. <u>Asphalt Plant</u>	Terms shall be NET 30 days unless otherwise specified. <u>NET 30 Days</u>	Quoted by: (Please Print) <u>Jordan Reed</u>
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Item No.	Quantity	Unit	Description	As Specified or Alternate	Unit Price	Extended Price
1	2,000	Tons	PM CRS-2H Asphaltic Emulsion per section 94 of Cal Trans Specs. 2010 Edition Vendor Quotation shall be expressed AS THE PRICE PER TON. FOB ASPHALT PLANT ADDRESS. Kings County will purchase MATERIAL BETWEEN JULY 1 THRU OCTOBER 18, 2019. The typical order will be 2 to 2.5 full truck and trailer loads per work day.  KINGS COUNTY WILL AWARD UPON BEST OVERALL VALUE TO THE COUNTY FOR PM CRS-2H PER TON. THE COUNTY WILL ARRANGE PICK UP OF MATERIALS FROM PLANT. TAXES WILL BE PAID BY COUNTY ACCORDING TO THE LOCATION OF PLANT.  DO NOT INCLUDE SALE TAX, IT WILL BE PAID UPON INVOICE. DO NOT INCLUDE SHIPPING CHARGES.	As Specified FOB Bakersfield Plant	\$496.00/TON	\$992,000.00
			<b>SUB TOTAL</b>			\$992,000.00
			<b>SALES TAX AT 7.50%</b>			N/A
			<b>DELIVERY CHARGE</b>			none
			<b>LUMP SUM TOTAL</b>			
			PLEASE SEE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS RFQ. RESPONSE(S) MAY BE FAXED TO: 559-584-8371 ATT: ART PEREZ, PURCHASING ASSISTANT <u>Art.Perez@countyofkings.com</u>			

Quotations on other than this form will be subject to rejection.  
Do not include Federal Excise Tax.

Date of Quotation June 7, 2019  
Name of Firm VSS International, Inc. dba VSS Emultech  
Mailing Address 3785 Channel Drive  
West Sacramento, CA 95691  
Signature   
Telephone 916-373-1500  
Email Address jordan.reed@slurry.com

Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all quotes and to waive any informalities or irregularities in bids.

**COUNTY OF KINGS  
PURCHASING DIVISION BUILDING 6  
1400 W. Lacey Blvd, Hanford CA 93230**

If further information is required, please contact:  
**Purchasing Assistant, Art Perez**  
**Tele: 559-852-2539, Fax: 584-8371**  
**Email: art.perez@countyofkings.com**

**REQUEST FOR QUOTATION**  
**IMPORTANT: Show the following information on the**  
**face of your quote.**  
**Request for Quotation No: 2019-56 ASPHALTIC EMULSION**  
**Return Quote by: MONDAY JUNE 10, 2019 AT OR BEFORE 10 AM**

The following to be completed by vendor:  
**IMPORTANT: All bids must be returned to the Purchasing Division by date and time shown at the address above or risk rejection.**

Delivery within _____ days unless otherwise noted below. <b>Delivery N/A</b>		FOB point shall be destination unless otherwise specified. <b>Asphalt Plant</b>	Terms shall be NET 30 days unless otherwise specified. <b>NET 15 DAYS</b>	Quoted by: (Please Print) <b>CLIFF HAYES</b>		
Item No.	Quantity	Unit	Description	As Specified or Alternate	Unit Price	Extended Price
1	2,000	Tons	PM CRS-2H Asphaltic Emulsion per section 94 of Cal Trans Specs, 2010 Edition Vendor Quotation shall be expressed AS THE PRICE PER TON. FOB ASPHALT PLANT ADDRESS. Kings County will purchase MATERIAL BETWEEN JULY 1 THRU OCTOBER 18, 2019. The typical order will be 2 to 2.5 full truck and trailer loads per work day.  KINGS COUNTY WILL AWARD UPON BEST OVERALL VALUE TO THE COUNTY FOR PM CRS-2H PER TON. THE COUNTY WILL ARRANGE PICK UP OF MATERIALS FROM PLANT. TAXES WILL BE PAID BY COUNTY ACCORDING TO THE LOCATION OF PLANT.  DO NOT INCLUDE SALE TAX, IT WILL BE PAID UPON INVOICE. DO NOT INCLUDE SHIPPING CHARGES.	AS SPECIFIED	447. <sup>50</sup>	\$ 895,000. <sup>00</sup>
			<b>SUB TOTAL</b>			\$ 895,000. <sup>00</sup>
			<b>SALES TAX AT 7.50%</b>			
			<b>DELIVERY CHARGE</b>			none
			<b>LUMP-SUM-TOTAL</b>			
PLEASE SEE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS RFQ. RESPONSE(S) MAY BE FAXED TO: 559-584-8371 ATT: ART PEREZ, PURCHASING ASSISTANT <b>Art.Perez@countyofkings.com</b>						


Quotations on other than this form will be subject to rejection.  
Do not include Federal Excise Tax.

Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all quotes and to waive any informalities or irregularities in bids.

Date of Quotation 6-10-19

Name of Firm TALLEY OIL INC

Mailing Address 12483 ROAD 29  
MADEIRA, CA 93638

Signature 

Telephone (559) 673 9011

Email Address Cliff@talleyoil.com

**COUNTY OF KINGS**  
**PURCHASING DIVISION BUILDING 6**  
 1400 W. Lacey Blvd, Hanford CA 93230

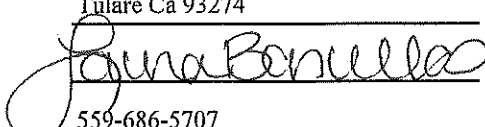
If further information is required, please contact:  
**Purchasing Assistant, Art Perez**  
**Tele: 559-852-2539, Fax: 584-8371**  
**Email: art.perez@countyofkings.com**

**REQUEST FOR QUOTATION**  
**IMPORTANT: Show the following information on the**  
**face of your quote.**  
**Request for Quotation No: 2019-56 ASPHALTIC EMULSION**  
**Return Quote by: MONDAY JUNE 10, 2019 AT OR BEFORE 10 AM**

The following to be completed by vendor:  
**IMPORTANT: All bids must be returned to the Purchasing Division by date and time shown at the address above or risk rejection.**

Delivery within <u>1</u> days unless otherwise noted below. Delivery <u>N/A</u>		FOB point shall be destination unless otherwise specified. <u>Marathon/Bks</u>	Terms shall be NET 30 days unless otherwise specified.	Quoted by: (Please Print) <u>Laura Barcellos</u>		
Item No.	Quantity	Unit	Description	As Specified or Alternate	Unit Price	Extended Price
1	2,000	Tons	PM CRS-2H Asphaltic Emulsion per section 94 of Cal Trans Specs. 2010 Edition Vendor Quotation shall be expressed AS THE PRICE PER TON. FOB ASPHALT PLANT ADDRESS. Kings County will purchase MATERIAL BETWEEN JULY 1 THRU OCTOBER 18, 2019. The typical order will be 2 to 2.5 full truck and trailer loads per work day.  KINGS COUNTY WILL AWARD UPON BEST OVERALL VALUE TO THE COUNTY FOR PM CRS-2H PER TON. THE COUNTY WILL ARRANGE PICK UP OF MATERIALS FROM PLANT. TAXES WILL BE PAID BY COUNTY ACCORDING TO THE LOCATION OF PLANT.  DO NOT INCLUDE SALE TAX, IT WILL BE PAID UPON INVOICE. DO NOT INCLUDE SHIPPING CHARGES.		503.00	
			<b>SUB TOTAL</b>			1,006,000.00
			<b>SALES TAX AT 7.50%</b>			
			<b>DELIVERY CHARGE</b>			none
			<b>LUMP SUM TOTAL</b>			1,006,000.00
			PLEASE SEE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS RFQ. RESPONSE(S) MAY BE FAXED TO: 559-584-8371 ATT: ART PEREZ , PURCHASING ASSISTANT <u>Art.Perez@countyofkings.com</u>			

Quotations on other than this form will be subject to rejection.  
Do not include Federal Excise Tax.

Date of Quotation 06/10/19  
 Name of Firm Cain Trucking, Inc  
 Mailing Address 23004 Road 140  
Tulare Ca 93274  
 Signature   
 Telephone 559-686-5707  
 Email Address paul@caintrucking.com

Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all quotes and to waive any informalities or irregularities in bids.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 18, 2019

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

**SUBJECT:** AGREEMENT AMENDMENT WITH INMATE CALLING SOLUTIONS, LLC  
AND AGREEMENT WITH SPILLMAN TECHNOLOGIES, INC.

**SUMMARY:**

**Overview:**

The King's County Sheriff's Office requests authorization for the Chairman of the Board of Supervisors to sign an Amendment with Inmate Calling Solutions, LLC and authorizing for Assistant Sheriff Dave Putnam to sign a quote and purchase addendum with Spillman Technologies, Inc.

**Recommendation:**

1. Authorize the Chairman to sign an amended agreement with Inmate Calling Solutions, LLC; and
2. Authorize Assistant Sheriff Dave Putnam to sign an agreement with Spillman Technologies, Inc.

**Fiscal Impact:**

There will be no impact to the General Fund. The full cost of the agreement with Spillman Technologies, Inc. in the amount of \$19,853, will be paid for by Inmate Calling Solutions, LLC.

**BACKGROUND:**

Kings County and Inmate Callings Solutions, LLC (ICS) entered into an Agreement (Agreement #17-118) commencing on December 5, 2017, for the provision of telephone, visitation, research, and related services at the Kings County Jail for use by inmates. The responsibilities of ICS shall be amended to state that ICS shall pay any and all costs for or associated with the creation, installation, inclusion, maintenance, annual or otherwise and use of the XML Spillman Interface to allow for the deposit of funds into inmate accounts as provided in Exhibit A of the Agreement. The County shall sign the agreement with Spillman Technologies, Inc. for the interface and maintenance under the condition that ICS remains responsible for the payment of any fees.

**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.

**Agmt. No. 17-118.1**

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
COUNTY OF KINGS AND INMATE CALLING SOLUTIONS, LLC**

This first amendment to that Agreement commencing on December 5, 2017, (“Amendment I”) is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the County of Kings (“County”) and Inmate Calling Solutions, LLC, DBA ICSolutions (“Contractor”) upon the following terms and conditions:

**RECITALS**

WHEREAS, the County and Contractor entered into that Agreement commencing on December 5, 2017, for the provision of telephone, visitation, research, and related services at the Kings County Jail for use by individuals detained therein; and

WHEREAS, as set forth in Section 9, the parties may modify the Agreement by a written, executed document; and

WHEREAS, the parties intend to modify said Agreement to reflect changes in Section 2, Responsibilities of Contractor.

NOW, THEREFORE, the parties agree as follows:

1. Section 2, Responsibilities of Contractor, shall be amended as follows: Contractor shall pay any and all costs for or associated with the creation, installation, inclusion, maintenance, annual or otherwise, and use of a XML Spillman interface to allow for the deposit of funds into inmate accounts as provided in Exhibit A of the Agreement. County shall sign the agreement with Spillman Technologies, Inc. for said interface and maintenance, a copy of which is attached to this Amendment I as **Exhibit A-1**, under the condition that Contractor remains responsible for the payment of any fees thereunder.

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

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

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

County

Inmate Calling Solutions, Inc.

By: \_\_\_\_\_  
Joe Neves, Chairman

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

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

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

# Quote and Purchase Addendum

Quoted Date:  
Quote Expiration:

March 14, 2019  
June 12, 2019

Quote Number:  
Prepared By:

190315  
Troy Archer

## Services Included

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

## Included in Quote

XML Jail Interface

## Package Quote

**\$19,853.08**

**Interface will be paid  
for by ICS.**

## Future Maintenance

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

2nd-year Maintenance Total: \$4,214.78

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

Kings County Sheriff's Office

Customer Name

Authorized Signature

Date

Print Name and Title

DRAFT



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 18, 2019

**SUBMITTED BY:** Human Services Agency – Sanja Bugay/Shannon Tolbert

**SUBJECT:** AGREEMENT WITH BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM) FOR DATA SHARING AND CARE COORDINATION WITH THE WHOLE PERSON CARE PILOT PROGRAM

**SUMMARY:**

**Overview:**

The Human Services Agency is requesting approval of the Agreement with Blue Cross of California Partnership Plan (Anthem). This Agreement will enable Kings Access to Resources and Enhanced Linkages (KARELink) to provide care coordination and data sharing. Additionally, this Agreement will assist with fulfilling certain requirements of the Department of Health Care Services (DHCS) in meeting outcomes of the Whole Person Care (WPC) Pilot Program.

**Recommendation:**

**Authorize the Chairman to sign the Agreement with Blue Cross of California Partnership Plan, Inc. to commence care coordination and data sharing for shared clients effective June 12, 2019 to December 31, 2019.**

**Fiscal Impact:**

There is no increase to net County cost associated with the recommended action. The Anthem Blue Cross maximum incentive for reporting is \$36,500 each pilot year. The incentive for participating as a Lead Advisory Committee member is a maximum of \$10,000 per pilot year. Therefore, the total annual amount of the Agreement is \$46,500. The costs associated with this Agreement are 100 percent funded through the WPC pilot. WPC is funded by a combination of Federal funds provided by DHCS, and Non-Federal monies from State Mental Health Services Act (MHSA) funds.

(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 BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM) FOR DATA SHARING AND CARE COORDINATION WITH THE WHOLE PERSON CARE PILOT PROGRAM**

**June 18, 2019**

**Page 2 of 2**

Sufficient appropriations for these expenses have been budgeted in the Adopted Human Service Agency Fiscal Year 2018-2019 budget, within the WPC 510400 Budget Unit. Future appropriations will be requested within the Requested Fiscal Year 2019-2020 and Fiscal Year 2020-2021 budgets.

#### **BACKGROUND:**

KARELink is the Kings County WPC pilot program with the overarching goal of coordinating the integration of health, behavioral health, and social services. KARELink improves patient health and the efficient and effective use of resources available throughout the County in an effort to decrease jail recidivism and emergency room utilization. In order to accomplish efficiency and effectiveness of community resources, KARELink collaborated with community resources which included the Human Services Agency, Behavioral Health, Public Health, Hanford Community Hospital, known as Adventist Health, Anthem, Kings View, Champions, Probation, and the Sheriff's Office. KARELink builds the links between multiple partners to provide holistic and comprehensive care to individuals.

To ensure comprehensive care is provided to KARELink clients, Anthem and KARELink have determined a need to enter into an Agreement to establish a formal relationship regarding the implementation, oversight, and ongoing sustainability of the pilot program and to ensure measurable outcomes are obtained. This Agreement between KARELink and Anthem is necessary to ensure compliance with data security standards for the sharing of KARELink client's Protected Health Information (PHI). The Agreement will allow for continued collaboration through care coordination and needed data sharing to ensure the overall success and sustainability of the pilot program.

County Counsel and Purchasing have reviewed and approved the agreement as to form and compliance with County policy.

**AGREEMENT BETWEEN  
COUNTY OF KINGS AND  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)**

THIS AGREEMENT is made and entered into as of 12th day of June, 2019, by and between the County of Kings, a political subdivision of the State of California (hereinafter, "County") and Blue Cross of California Partnership Plan, Inc. (ANTHEM), (hereinafter, "Contractor").

**RECITALS**

WHEREAS, County requires services for the implementation of the Whole Person Care (WPC) Pilot, known locally as KARELink, effective immediately; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

**1. SCOPE OF WORK**

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, to 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.

**3. COMPENSATION (PAYMENT OF INCENTIVES)**

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

All funds provided under this Agreement must be completely expended by December 31, 2020.

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

**4. TIME OF PERFORMANCE**

This Agreement shall remain in full force and effect from June 12, 2018, to December 31, 2020.



Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance, IRS ID number or other applicable licenses or certificates, as required, are on file with County's representative.

## **5. CHANGES AND AMENDMENTS**

County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in signed, written amendments to this Agreement. No verbal agreements or conversations prior to execution of this Agreement or requested Amendment shall affect or modify any of the terms or conditions of this Agreement.

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

## **6. TERMINATION**

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision specifying the date of termination.

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

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 the parties' duty to cure a data breach or make data available for audits.

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

## 7. CLOSING OUT

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

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

## 8. RECORDS AND INSPECTIONS

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

## 9. INSURANCE

### A. Insurance Amounts.

Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to the County. Such Certificate shall be mailed as set forth under Section 25, Notices. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

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

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

3. Workers Compensation. Statutory coverage, if and as required according to

the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against County.

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

B. Insurance Conditions.

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

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

**10. INDEMNIFICATION**

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

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

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

**11. INDEPENDENT CONTRACTOR**

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

of agent, servant, employee, partnership, joint venture or association.

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

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

## **12. COMPLIANCE WITH LAW**

Contractor shall comply with the provisions set forth in **Exhibit C** of this Agreement and all federal, state and local laws and regulations applicable to its performance, including, but not 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 F. Parties shall indemnify and hold the other party harmless from any loss, damage or liability resulting from a violation on the part of parties on such laws, rules, regulations, requirements and directives.

## **13. SUBRECIPIENT**

Contractor is a Subrecipient, as a non-Federal entity in receipt of pass-through funds for the purpose of carrying out a portion of a Federal award creates a relationship as subrecipient. Characteristics which support the classification include when the non-Federal entity:

- A. Determines who is eligible to receive what Federal assistance;
- B. Has its performance measured in relation to whether objectives of a Federal program were met;
- C. Has responsibility for programmatic decision making;
- D. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- E. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section and set forth in **Exhibit D**.

#### **14. CONFIDENTIALITY**

Parties shall not use confidential or proprietary information provided by the other party for any purpose other than carrying out Parties' obligations under this Agreement. Parties shall prevent unauthorized disclosure of any confidential information. Parties shall promptly transmit to the other party all requests for disclosure of confidential information. Contractor shall comply with Health Insurance Portability and Accountability Act in **Exhibit G**.

#### **15. CONFLICT OF INTEREST**

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

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

#### **16. SINGLE AUDIT ACT**

Contractor, as a vendor of State and Federal financial assistance, agrees to conduct an annual audit in accordance with the requirements of the Single Audit Act of 1984. Such audit shall be delivered to the County's Auditor-Controller and Human Services Agency (HSA) for review no later than December 31<sup>st</sup> of each calendar year where services were performed at any time during that year through the term of this Agreement.

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

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

#### **17. NONDISCRIMINATION**

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

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

**18. ADA COMPLIANCE**

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

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

**19. SUBCONTRACTOR AND ASSIGNMENT**

Contractor shall not subcontract any work under this Agreement nor assign this Agreement without the prior written consent of the County.

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

**20. UNFORESEEN CIRCUMSTANCES**

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

**21. NOTICE**

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

**COUNTY:**

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

**CONTRACTOR:**

Beau Hennemann, Director GBD Special Programs  
Anthem Blue Cross  
425 E. Colorado St, Suite 600  
Glendale, CA 91205  
Phone No: (818)291-6339

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

**22. CHOICE OF LAW**

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability, or interpretation of this Agreement. Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives

any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

**23. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES**

This Agreement, including all exhibits and recitals which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by County or Contractor other than those contained herein. This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

**24. SEVERABILITY**

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

**25. 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.

**26. WAIVER**

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

**27. NO THIRD PARTY BENEFICIARIES**

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


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

**REVIEWED AND RECOMMENDED FOR APPROVAL:**

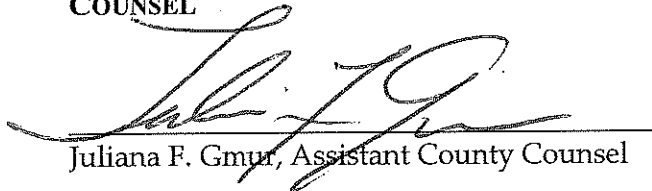


Sanja K. Bugay, Director  
Kings County Human Services Agency

**CONTRACTOR**

  
Cassie Kam, RVP Medicaid Finance/CFO  
Blue Cross of California Partnership Plan,  
Inc.

**APPROVED AS LEGAL FORM:  
DAVID A. PRENTICE, INTERIM COUNTY  
COUNSEL**

  
Juliana F. Gmur, Assistant County Counsel

**COUNTY OF KINGS**

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Joe Neves, Chairman  
Kings County Board of Supervisors

**ATTEST**

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Catherine Venturella  
Clerk to the Board of Supervisors

**APPROVED AS TO ACCOUNTING FORM:**

  
Dario Gomez, Chief Fiscal Officer  
Kings County Human Services Agency

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Operating Budget

**Exhibit C:** Assurance of Compliance with County – Non Discrimination

**Exhibit D:** (OMB) Super Circular, (2 CFR 200) requirements

**Exhibit E:** Kings County ADA Grievance Procedure

**Exhibit F:** HIPAA Business Associate Exhibit



## EXHIBIT A

### Scope of Work

#### Objectives:

The WPC Pilot has the following overarching objectives.

- Provide care coordination across participating entities, particularly for entities providing direct services, which include Human Services Agency, Behavioral Health, Kings View, Champions, Public Health, Adventist Health, Anthem Blue Cross, Sheriff's Office, and Probation Department for the target population. The Target population includes Medi-Cal beneficiaries living in Kings County who have one or more of the following: mental illness, substance use disorder, poor control of diabetes, and/or hypertension.
- Ensure services provided are not duplicated and/or billable under current Medi-Cal regulations.
- WPC has the following measurable outcomes:
  - Decrease Emergency Department utilization for mental health
  - Decrease In-patient utilization
  - Increase in patient follow up after hospitalization for mental illness
  - Increase in initiation and engagement of alcohol and other drug dependence treatment
  - Care coordination, management, and referral infrastructure
  - Create a data and information sharing infrastructure
  - Decrease jail recidivism
  - Decrease HbA1c scores of greater than 8%
  - Provide Suicide Risk Assessments
- Research and discover systems for sustainability of the pilot beyond the period of December 31, 2020.

#### HSA Shall:

- Act as lead entity for the larger project as outlined in the WPC Pilot Project by providing the liaison communication between Kings County and the Department of Health Care Services (DHCS). This will include but is not limited to: mandated reports, Annual/Semi-Annual Narratives, financial reporting, various conference calls, and overall grant management.
- Ongoing reports regarding trends, gaps, and the overall outcomes for the entire pilot project including information gathering from all participating entities.
- Provide fiscal oversight for the pilot project including communication to DHCS regarding the Intergovernmental Transfers (IGT) to be done every six months with reports regarding the pilot's progression towards the outcomes as well as managing all the invoicing necessary for the management of the pilot.
- Provide up to a full time Eligibility Worker, one full time Program Manager, one full time Program Specialist, up to one full time Fiscal Specialist, and up to a half time equivalency Account Clerk to carry out the objectives of the pilot. The Program Manager, Program Specialist, and Eligibility Worker shall be located in a newly created office space to be shared by participating entities whom provide direct services for the WPC Pilot Project.

- Provide data necessary for the purposes of confirming participant consent, avoiding possible duplication of services, program administration, care coordination and evaluation.

Contractor Shall:

- Provide agency representation to policy development meetings, known as WPC Implementation Team, held as needed.
- Provide ongoing, coordinated care with shared clientele using the assigned KARELink Case Manager and an assigned liaison from Contractor. Any changes in the Case Manager or Contractor Liaison will be communicated to the other office in writing.
- Provide necessary utilization reports for enrollees based on emergency room visits for the last 12 months, HbA1C test utilization and scores, and HbA1C test utilization for consenting KARELink participants who Contractor's members. Each month, the Program Specialist will provide the Contractor liaison a list of active enrollees. The Contractor liaison will provide the Program Specialist the agreed upon data for the specified period. The period of utilization will be included on the request for information from the Program Specialist. Reports shall be submitted to HSA within 30 days of receipt of the list of enrollees.
- Refer identified participants within the target population that would potentially benefit from WPC Pilot coordinated services. Referrals may be sent through the web portal ([www.karelink.org](http://www.karelink.org)), email ([KARELink@co.kings.ca.us](mailto:KARELink@co.kings.ca.us)), phone (852-2800), fax (852-4636), or at the office (1426 South Drive #A Hanford, CA 93230) or through any other method agreed upon by both Parties.
- Assist with the Plan-Do-Study-Act (PDSA) formulation and implementation throughout the entirety of the pilot by utilizing the template created by DHCS, as applicable to Contractor related policies and processes.
- Assist in planning a sustainable data infrastructure upon reviewing and analyzing bi-directional data.

Both Parties Shall:

- Actively participate in LAC which will meet monthly, or more often if deemed necessary, to provide oversight into the larger coordinated care services and measureable outcomes as outlined in the WPC Pilot Project. Each party is expected to review and approve policies, assist in identifying barriers and solutions, approve amendments when necessary, ensure outcomes for the pilot are being met, comply with the PDSA requirement, and create correction action plans for any participating party in the pilot if outcomes are not being met.

## EXHIBIT B

### Operating Budget

#### Incentive for LAC Participation

The incentive payment for LAC participation are contingent upon attendance and participation as described in Exhibit A for Project Year (PY) 3 (Calendar year 2018) through PY5 (Calendar year 2020) of the pilot project. Incentive payments are contingent upon the Annual Report Narrative due in April following each PY. The maximum incentive payment of \$10,000 is available each PY. The amount awarded is dependent on attendance and participation of the Plan-Do-Study-Act Cycle utilizing DHCS approved templates that are a necessary component of the LAC as described in Exhibit A. Earned incentive payments will be forwarded to the Contractor within 30 days of receipt of payment from DHCS. Annual payment is based on the following sliding scale and is available for PY 3-5 (Calendar year 2018-2020):

25% attendance & participation in PDSA Cycle for each calendar year = \$2,500

50% attendance & participation in PDSA Cycle for each calendar year = \$5,000

75% attendance & participation in PDSA Cycle for each calendar year = \$7,500

100% attendance & participation in PDSA Cycle for each calendar year = \$10,000

#### Incentive for Reporting

The incentive payment for reporting contingent upon submission of data as described in Exhibit A for Project Year (PY) 3 (Calendar year 2018) through PY5 (Calendar year 2020) of the pilot project. Incentive payments are contingent upon the Report Narratives due in April and October of each PY. The maximum incentive payment of \$36,500 is available each PY. The amount awarded is dependent on timely submission of reports to HSA. Earned incentive payments will be forwarded to the Contractor within 30 days of receipt of payment from DHCS.

## Exhibit C

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

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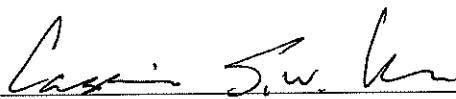
#### ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

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

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

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

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



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Cassie Kam, RVP Medicaid Finance & CFO  
Anthem Blue Cross

**Exhibit D**

Office of Management and Budget, (OMB) Super Circular, (2 CFR 200) requirements

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The federal Office of Management and Budget, (OMB) Super Circular, (2 CFR 200) requires County to inform Contractor they are a subrecipient of federal grant funds. Having been identified as such (see paragraph Subrecipient), County is required to inform Contractor the following information:

1. CFDA 93.537 and Whole Person Care Pilot
2. Federal Award Identification Number 11-W-00193/9
3. Federal Award Date 06/12/17
4. Federal Award Period of Performance 01/1/17 and 12/31/21
5. Federal Awarding Agency Centers of Medicaid & Medicare Services
6. Federal Award Project Description 2020 Medicaid Demonstration Project

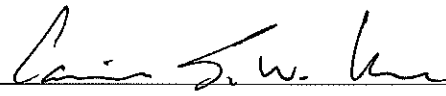
WHEREAS, the County is hereby awarding the following Federal Funds:

1. \$109,500 of federal funds obligated by this action to subrecipient
2. 0% is the Indirect Cost Rate for Federal Award
3. This is not a Research and Development Award

An award or contract cannot be made to a subrecipient or contractor who has been identified as suspended or debarred in the System for Award Management (SAM).

Additionally the Contractor must:

Contractor must disclose in writing any potential conflict of interest to County. Conflict of interest is any situation where Contractor is unable or appears to be unable to be impartial in conducting an action involving the County. (See paragraph Conflict of Interest)

  
\_\_\_\_\_  
Cassie Kam, RVP Medicaid Finance & CFO

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than sixty (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.)

**Exhibit F**  
HIPAA Business Associate Exhibit

**I. Recitals.**

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

B. The County of Kings (“County”) wishes to, or may, disclose to Blue Cross of California Partnership Plan, Inc. (Anthem) (“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 or dental care to an individual, or the past, present, or future payment for the provision of health or 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, Anthem (“Contractor”) is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

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

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

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

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



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

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

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

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

## 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 upon request.

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 five (5) business days 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 thirty (30) calendar 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 Business Associate will consult with the County as to the time, manner and content of any such notifications.

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

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

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

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

2) Business Associate shall retain records on employee training for a period that complies with applicable record retention requirements.

#### **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.

**IN WITNESS WHEREOF,** County and Business Associate execute this Agreement in multiple originals to be effective on the date that the County Board of Supervisors approves this MOU and BAA in its entirety.

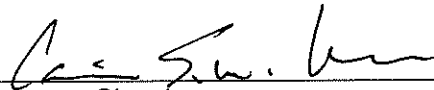
County of Kings (Covered Entity)

Blue Cross of California Partnership Plan,  
Inc. (Business Associate)

By:

Signature

By:

  
Signature

Printed Name

Cassie Kam  
Printed Name

Title

RVP Medicaid Finance & CFO  
Title

Date

5/23/2019  
Date

**Attachment 1**  
**INFORMATION SECURITY SCHEDULE**

**BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (Anthem)**

This Information Security Schedule supplements Exhibit F, HIPAA Business Associate Exhibit. In the event of an inconsistency between the applicable provisions of this Schedule, any other Schedule and/or the MOU, the terms of this Schedule shall govern, but only as they relate to information security.

1. Definitions. The definitions noted below shall apply for purposes of this Information Security Schedule.
  - a) "Covered Information" means Protected Health Information, as defined under the Parties' Business Associate Agreement (BAA) and Personal Information, as defined under applicable state data breach notification laws.
  - b) "Information System" means an interconnected set of information resources and includes hardware, software, databases, and applications that collect, process, store, transmit, display, disseminate, and act on Covered Information.
2. Written Information Security Program. Anthem represents that it has established, and shall maintain for the duration of this Agreement, a written information security program that addresses the management of security and the controls employed within the organization to protect the confidentiality, integrity, and availability of Covered Information.
3. Security Policy and Procedures. Anthem shall maintain policy and procedures relating to the safeguarding of data relevant to Covered Information. Anthem shall undertake reasonable efforts to maintain this program in accordance with reasonable industry practices and guidelines from HITRUST (or other similar industry body) that are designed to protect against accidental or unlawful destruction, loss, alteration, or unauthorized third-party disclosure or access to Covered Information.
4. Use of Administrative, Physical and Technical Safeguards. The written information security program and security policy and procedures are designed to clearly identify those technical and organizational measures and practices to be implemented and followed by Anthem, including appropriate administrative, physical, and technical safeguards, which are intended to reasonably protect the security of Covered Information processed by Anthem.
5. Evaluation of Written Information Security Program and Security Policy and Procedures. Anthem agrees that it will take reasonable efforts to review and, as needed, update its written information security program and security policy and procedures at reasonable intervals, annually, after any Security Incident, and whenever there are

material changes to Anthem's relevant Information Systems. The Parties affirmatively recognize, however, that both information security best practices and threats to the security of Covered Information are ever evolving and therefore nothing in this Schedule should be interpreted as a contractual promise by Anthem to guarantee perfection in protecting Covered Information or in meeting all information security best practices.

6. Use of Information Classification Standards. In its performance under this Agreement, Anthem shall utilize information classification standards for classifying, labeling and handling of Covered Information.
7. Incident Response Program. Anthem will maintain a written program plan to detect and respond to security incidents. The program will include identification, containment, mitigation, and remediation of an incident. Notification of Security Incidents, as defined under the Parties' BAA, or as may be required under applicable state data breach notification laws, shall be handled in a manner consistent with the Parties' BAA.
8. Disaster Recovery and Business Continuity and Emergency Management. Anthem will maintain appropriate business continuity, disaster recovery and emergency management plans designed to enable Anthem to respond to and recover from material business process disruptions in a manner that will provide for the delivery of critical services under this Agreement in timeframes that align with Anthem's established recovery time objectives. Anthem shall test its business continuity, disaster recovery and emergency management plans at least annually.
9. Information Security Program Review. Anthem will, at least annually, engage in periodic security assessments, audits, and/or evaluations of its security program as it relates to the protection of Covered Information. Consistent with Anthem's written information security program, these activities include relevant third party evaluation of Anthem's security program, such as HITRUST CSF assessment and certification. Such reviews also include periodic internal and authorized third party network testing, such as vulnerability scans and penetration tests.
10. Access to Summarized Policies. Anthem shall, upon advance reasonable request that does not exceed once per year, provide the County of Kings with reasonable and timely access to summarized policies, as permitted by Anthem's written information security program.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 18, 2019

**SUBMITTED BY:** Human Services Agency- Sanja Bugay/Monica Connor

**SUBJECT:** RESOLUTION PROCLAIMING JUNE 2019 AS ELDER ABUSE AWARENESS MONTH

### **SUMMARY:**

#### **Overview:**

The month of June has been declared to be a time when everyone in the nation, state, and within local communities should acknowledge society's responsibility to care for our elder population. Adopting a Resolution to designate June 2019 as Elder Abuse Awareness Month in Kings County will provide an opportunity for the Board of Supervisors to honor local service providers as well as bring awareness to the social issues of Elder Abuse.

#### **Recommendation:**

**Adopt a Resolution proclaiming the month of June 2019 as Elder Abuse Awareness month in Kings County.**

#### **Fiscal Impact:**

None.

### **BACKGROUND:**

In 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed June 15, 2006 as World Elder Abuse Awareness Day to recognize the significance of elder abuse as a public health and human rights issue.

In California, elder abuse is significantly underreported. This may be due to fear of retaliation or worse. Regardless, many elders do not wish to discuss it. According to California elder abuse statistics, some studies

(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

### RESOLUTION PROCLAIMING JUNE 2019 AS ELDER ABUSE AWARENESS MONTH

June 18, 2019

Page 2 of 3

suggest that as many as 14 out of 15 cases of elderly abuse go unreported. To help increase reporting, the Human Service Agency is teaming up with older adult advocates from throughout the State to educate our communities, elected officials, and Law Enforcement about elder and dependent adult abuse.

Elder and dependent adult abuse takes many forms, some more obvious than others. Self neglect, neglect, abandonment, domestic violence, financial exploitation, isolation, physical, psychological and sexual abuse are recognized in State law as forms of elder and dependent adult abuse. It's up to us as members of the community to know abuse, report abuse. It is incumbent upon us to recognize when our older adults, who are vulnerable and are victims of abuse, to take that crucial step to report it to the local Adult Protective Services agency, Law Enforcement, or for those in long-term care facilities, report abuse to the Long Term Care Ombudsman's office.

There are a number of indicators that may point to abuse, including:

- Lack of adequate food, water, and other amenities.
- Dirty clothing and changes in personal hygiene.
- Bruises, black eyes, broken bones.
- Bloody, ripped, or stained clothing and sheets.
- Harassment, coercion, intimidation, humiliation.
- Unexplained purchases by the primary caregiver.

In 2018, The Human Services Agency received 762 reports of abuse. Some reports included multiple allegations and types of abuse. The table below illustrates the types of abuse that were reported, investigated, and the outcomes of investigations for Kings County:

Type of Abuse: (Allegation):	Confirmed Abuse	Unfounded	Inconclusive	Undetermined	Total
Self Neglect	129	97	104	47	377
Abandonment	0	0	1	2	3
Domestic Violence	0	0	3	0	3
Financial Exploitation	19	29	46	29	123
Isolation	1	9	4	3	17
Neglect	4	57	26	20	107
Physical	7	19	20	6	52
Psychological/Mental	11	15	34	15	75
Sexual	0	2	2	1	5
<b>Total</b>	<b>171</b>	<b>228</b>	<b>240</b>	<b>123</b>	<b>762</b>

The Human Services Agency's Adult Services Division is an active participant in the promotion and education of our community about elder abuse. Throughout the year, the Adult Services Division participates by setting up information booth in the following annual events:

## **Agenda Item**

### **RESOLUTION PROCLAIMING JUNE 2019 AS ELDER ABUSE AWARENESS MONTH**

**June 18, 2019**

**Page 3 of 3**

1. The Commission on Aging, Annual Senior Health Fair Day, held in the month of May.
2. The Commission on Aging, Annual Senior Friendship Day, held in the month of June.
3. The Commission on Aging, Annual Senior Picnic Day at the Park, held in the month of September.
4. The Kings/Tulare Homeless Alliance, Project Homeless Connect event.

Furthermore, the Human Services Agency's Adult Services Division assisted the Kings County Victim Witness Awareness annual event by sponsoring a table & decorations for their luncheon in April this year. In addition, the Human Services Agency provides mandated elder abuse reporting training to all Human Services Agency newly hired staff and all community service providers as requested throughout the year.

County Counsel has reviewed and approved the Resolution as to form.

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

\*\*\*\*\*

IN THE MATTER OF PROCLAIMING  
THE MONTH OF JUNE 2019, AS ELDER  
ABUSE AWARENESS MONTH \_\_\_\_\_/

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

**WHEREAS**, the Kings County Board of Supervisors desires to bring to the attention of all citizens the importance of elder and disabled adults safety; and

**WHEREAS**, in 2006, the International Network for the Prevention of Elder Abuse, in Support of the United Nations International Plan of Action, proclaimed a day to recognize the significant of elder abuse as a public health and human right issues; and

**WHEREAS**, June 15<sup>th</sup> marks the Annual World Elder Abuse Awareness Day. Its recognition will promote a better understanding of abuse and neglect of older adults; and

**WHEREAS**, the Kings County Board of Supervisors acknowledges the importance of community-wide support to continue this important part of the Adult Protective Services Program; and

**WHEREAS**, the Kings County Board of Supervisors joins with the California State Legislature and the Governor in raising awareness of elder and disabled adult abuse in the community; and

**WHEREAS**, Elder and dependent adult abuse is a serious and growing crisis in California; and

**WHEREAS**, Not a day goes by without reports of horrific cases of abuse or exploitation of elder or dependent adults; and

**WHEREAS**, Throughout the United States, 10,000 people a day are turning 65 years of age; and

**WHEREAS**, One in six Americans 60 years of age and older experience abuse each year; and

**WHEREAS**, Approximately 10% of the Kings County population is over the age of 65; and

**WHEREAS**, by 2030, adults age 65 and older will outnumber children for the first time in U.S. history; and

**WHEREAS**, five million elders experience at least one form of mistreatment, including emotional, physical, sexual, or neglect, in the past year; and

**WHEREAS**, Subtle indicators that abuse may be occurring include bruises or pressure marks, unexplained withdrawal from normal activities, a change in alertness, unusual depression, sudden changes in financial situations, strained or tense relationships, or frequent arguments; and

**WHEREAS**, Recognizing these signs is the first step toward the prevention of elder and dependent adult abuse; and

**WHEREAS**, Social isolation and mental impairment such as dementia or Alzheimer's disease are two significant factors in the likelihood of elder abuse occurrence; and

**WHEREAS**, Elders who experience abuse or mistreatment face a greater risk of impacting the health system or impacting the social service system; and

**WHEREAS**, The growing rate of elder abuse and dependent adult abuse exacts a heavy toll on public resources as elder financial abuse victims often become nursing home residents that are dependent upon Medi-Cal; and

**WHEREAS**, Elder and dependent adult victims have a mortality rate three times that of the general public and are 300 percent more likely to die a premature death; and

**WHEREAS**, Children with disabilities are 3.7 times more likely to be abused than children without disabilities, and adults with disabilities are 1.5 times more likely to be abused than adults without disabilities; and

**WHEREAS**, Elders and dependent adults have the right to live safely in the least restrictive environment, whether in their homes or health care facilities, and to enjoy an optimum quality of life while being protected from all forms of injustice; and

**WHEREAS**, Private citizens and public agencies must work to combat crime and violence against elders and dependent adults, particularly in the face of continued funding reductions in vital services; and

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

1. The Kings County Board of Supervisors designates the month of June 2019, as Elder and Dependent Adult Abuse Awareness Month and reiterates the importance of annually recognizing Elder and Dependent Adult Abuse Awareness Month in Kings County.

2. The official proclamation is to be presented to the Kings County Human Services Agency on June 18, 2019.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held June 18, 2019, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Chairperson of the Board of Supervisor  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this 18<sup>th</sup> day of June, 2019

\_\_\_\_\_  
Deputy Clerk of said Board of Supervisor



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM

June 18, 2019

**SUBMITTED BY:** Department of Finance – James Erb/Rob Knudson

**SUBJECT:** BOOKING FEES FOR FISCAL YEAR 2019-2020

**SUMMARY:**

**Overview:**

Pursuant to Government Code (GC) Section 29550, each year it is necessary to reset jail booking fees by ordinance. Booking fees are calculated by the County Department of Finance and established by the Board of Supervisors. With the adoption of Government Code Sections 29551 & 29552, counties now receive funding directly from the State in lieu of charging booking fees to outside agencies. However, there are still situations where the County can recover actual booking costs. Therefore, it is necessary to establish a current rate each year. The calculated fee recommended for Fiscal Year (FY) 2019-2020 is \$129 per booking.

**Recommendation:**

**Introduce an ordinance establishing booking fees for Fiscal Year 2019-2020, and waive the first reading of the ordinance.**

**Fiscal Impact:**

The County will be receiving its full allocation of \$120,000 from the State which will be the same as the FY 2018-2019 allocation. Since this is the County's full statutory allocation, cities will not be charged a fee. We will also receive about \$50,000 from Court and Probation cases for Booking fees that were added to an individuals' fees and fines.

**BACKGROUND:**

Booking fees are intended to permit a county to recoup its actual costs associated with the booking of persons arrested by peace officers and brought to the County jail for booking or detention. Since 1999, there have been

(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**

### **BOOKING FEES FOR FISCAL YEAR 2019-2020**

**June 18, 2019**

**Page 2 of 2**

numerous changes to the way the County is reimbursed for these costs and how it is allowed to bill outside agencies.

Frequently, the State augments its methodology of reimbursing counties for booking costs. In 2011, the new realignment structure implemented by the Governor put more stability into their reimbursement of booking fees. The County's full statutory allocation of about \$120,000 is now included in the annual budget. Receiving the full allocation restricts the County from billing any booking fees to cities. If the County does not receive an allocation from the State, then the booking fee authority reverts to the option under GC Section 29550 of charging cities one-half of the current rate. If the County receives a partial allocation, it would continue the existing structure and charge the Fiscal Year 2005-2006 adjusted rate in proportion to the level of under-appropriation. As a result, if the County only receives 40 percent of the allocation, it would be able to charge 40% of the 2005-2006 rate. Government Code Sections 29551 & 29552 has dictated 2005-2006 as the base year.

Despite the way the County receives funding for booking costs, the Department of Finance must still calculate the actual booking fee rate each year and have the Board of Supervisors adopt an ordinance establishing this fee for the next fiscal year. The actual rate is still needed to collect booking fees from a convicted defendant. The County's ability to collect these fees from a defendant is preserved under this structure.

The proposed booking fee for FY 2019-2020 is calculated at \$129. This is a 6% increase from the previous year fee of \$122. The net increase is mainly due to Sheriffs-Detentions employee salary increases in FY 2018-2019. Also, the number of Officer and Records Clerk positions decreased slightly which drives up the rate. Total costs are divided by the number of employees. Therefore, if costs are higher or neutral and the number of employees decreased, the rate will increase.



ORDINANCE NO.

AN ORDINANCE RELATING TO  
JAIL BOOKING FEES

The Board of Supervisors of the County of Kings ordains as follows:

SECTION 1. This ordinance is adopted pursuant to Kings County Ordinance No. 495 and Government Code section 29550.

SECTION 2. The following fees shall be charged by the Kings County Sheriff for processing persons brought to the Kings County Jail after arrest and detention on and after July 1, 2019.

Per processing	\$129.00
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SECTION 3. This Ordinance shall take effect thirty (30) days after its adoption and before the expiration of fifteen (15) days after its passage, shall be published with the names of the members of the Board of Supervisors voting for and against the same in the Hanford Sentinel, a newspaper published in the County of Kings.

The foregoing ordinance was introduced at a meeting of this Board of Supervisors of the County of Kings held on June 19, 2019, and adopted at a meeting held on June 25, 2019, by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

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

WITNESS my hand and seal of said Board of Supervisors this 25th day of June, 2019.

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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

June 18, 2019

**SUBMITTED BY:** Department of Finance – James Erb/Rob Knudson  
**SUBJECT:** APPROPRIATION LIMITS FOR FISCAL YEAR 2019-2020  
**SUMMARY:**

**Overview:**

Government Code Section 7910 and Article XIII (B) of the California Constitution require local government entities to annually establish appropriation limits for locally controlled revenues such as property taxes. The limit is increased annually by local population changes and statewide increase in personal income.

**Recommendation:**

**Adopt a Resolution establishing the appropriation limits for Fiscal Year 2019-2020.**

**Fiscal Impact:**

There is no fiscal impact to Kings County since the cost of living and population factors have increased substantially relative to property tax revenue. Taxpayers would receive refunds if the limits are exceeded.

**BACKGROUND:**

On November 6, 1979, voters approved the Gann Spending Limitation (Proposition 4), which established Article XIII (B) of the State Constitution. Article XIII (B) sets limits on the amount of tax revenues the State and most local governments can appropriate within a given fiscal year. The limit only applies to appropriations from proceeds of taxes from both the general fund and special funds of government entities. This limit is to be established annually by each governmental entity in accordance with the constitutional amendments and enabling state legislation. Current appropriation limits are generally based upon actual revenue appropriations during the initial base year of Fiscal Year 1986-1987 (Per Prop 111), and adjusted annually thereafter to account for California per capita cost of living increases, and year-over-year population growth as published by the California State Department of Finance.

(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

## APPROPRIATION LIMITS FOR FISCAL YEAR 2019-2020

June 18, 2019

Page 2 of 2

The appropriation limit for Fiscal Year 2019-2020 is calculated by increasing the prior year limit by 1.0496%, which reflects 1.07 percent population and 3.85 percent personal income growth. Kings County's limit is as follows:

<u>Agency</u>	<u>2019-2020 Limit</u>	<u>Fiscal Year 19-20 Projected Tax Rev.</u>	<u>Below Limit</u>
County:			
General Fund	139,131,496	50,822,000	88,309,496
Road Fund	<u>28,115,020</u>	<u>100,000</u>	<u>28,015,020</u>
Total County	167,246,516	50,922,000	116,324,516
Library District	6,109,379	2,104,362	4,005,017
Fire District	26,197,020	7,400,363	18,796,657
Lighting District	458,187	50,476	407,711

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

\*\*\*\*\*

IN THE MATTER OF ESTABLISHING                      RESOLUTION NO. \_\_\_\_\_  
APPROPRIATIONS LIMITS FOR  
THE 2019/2020 FISCAL YEAR

\_\_\_\_\_ /

WHEREAS, Article XIII B of the Constitution of the State of California imposes government spending limitations; and

WHEREAS, Article XIII B, Section 8(e)(2) of the Constitution of the State of California requires each County to annually select as its change in the cost of living either (a) the percentage change in California per capita personal income or (b) the percentage change in the local assessment roll from the previous year due to the addition of local nonresidential new construction; and

WHEREAS, Section 7901 of the Government Code of the State of California requires each County to annually select the percentage change in population based on:

1. The change in population within its jurisdiction; or
2. The change in population within its jurisdiction combined with the change in population within all contiguous counties; or
3. The change in population within the incorporated portion of the County.

WHEREAS, Section 7910 of the Government Code of the State of California requires that the governing body of each local jurisdiction, by resolution, establish "appropriations limit" each fiscal year; and

WHEREAS, the Finance Director of the County of Kings has calculated the appropriations limit for local jurisdictions for which the Board of Supervisors makes appropriations. Such calculations are based upon the provisions of Article XIII B of the Constitution of the State of California and Division 9 of Title 1 of the California Government Code, commencing with Section 7900.

NOW, THEREFORE BE IT RESOLVED that, for the purpose of establishing the 2019/2020 appropriations limit, the percentage change in California per capita personal

income is hereby selected as the change in cost of living under the provisions of Section 8 of Article XIII B of the California Constitution.

BE IT FURTHER RESOLVED that, for the purpose of establishing the 2019/2020 appropriations limit, the percentage change in population within the incorporated portion of the County is hereby chosen as the percentage change in population within the meaning of Government Code Section 7901.

BE IT FURTHER RESOLVED that the appropriations limits be and they are hereby established for the fiscal year 2019/2020 for the following jurisdictions as follows:

County of Kings	\$167,246,516.00
Library District	6,109,379.00
Fire District	26,197,020.00
Kings County Lighting District	458,187.00

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held June 18, 2019 by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

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

WITNESS my hand and seal of said Board of Supervisors this 18th day of June, 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 June 18, 2019

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** APPOINTMENTS TO THE KINGS COUNTY HOMELESSNESS  
COLLABORATIVE

**SUMMARY:**

**Overview:**

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

**Recommendation:**

**Appoint one member to the Kings County Homelessness Collaborative. 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 Michael Dey as outlined today.

**BACKGROUND:**

The complete membership of the Kings County Homelessness Collaborative consists of sixteen members, one from each of the following: 1) Board of Supervisors; 2) Kings County Behavioral Health Director; 3) Kings County Department of Public Health Director; 4) Kings County Human Services Agency Director; 5) Kings County Sheriff's Office; 6) Kings/Tulare Homeless Alliance; 7) Kings County Area Public Transit Agency; 8) City of Hanford; 9) City of Avenal, Corcoran or Lemoore; 10) Communities of Armona, Grangeville, Hardwick, Home Garden, Kettleman City or Stratford; 11) Adventist Health Hospital; 12) Kings Community Action Organization Representative; 13) Housing Authority of Kings County; 14) Faith Community; 15) Local Business Association; and 16) a representative from a category which may include a community partner. The community partner category may include a partner that is: a senior citizen or agency providing services primarily to senior citizens, a school, school district, or County Office of Education, or other such Community Based Organizations.

(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**

### **APPOINTMENTS TO THE KINGS COUNTY HOMELESSNESS COLLABORATIVE**

**June 18, 2019**

**Page 2 of 2**

The Kings County Homelessness Collaborative will assist community leaders in the assessment of the community's homeless, including strengths and gaps in the current system and develop strategies to meet unmet needs. The Collaborative will also make recommendations on policies that will improve strategies, goals, and funding resources to address homelessness.

The applications presented today are what staff has received for the position listed below. Applications are still being received for the remaining three positions and will be brought back to the Board on a future agenda.

Applicants for a representative from a category which may include a community partner:

Michael Dey – recommended by existing Committee members

Lavena Najera

Daryl Anthony Beasley Sr.

Jacob Sanchez



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 18, 2019

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** LETTER OF OPPOSITION TO STATE BUDGET ACTION

**SUMMARY:**

**Overview:**

Consider authorizing the Chairman to sign and send a letter of opposition to affordable housing trailer bill language in the State Budget.

**Recommendation:**

Authorize the Chairman to sign a letter of opposition to affordable housing trailer bill language in the State Budget.

**Fiscal Impact:**

None with this action.

**BACKGROUND:**

On June 13, 2019 the State Legislature passed the Fiscal Year 2019-20 Budget Act. The Budget Bill (AB 74) now sits with Governor Newsom awaiting final signature. The Legislature did not take up any trailer bills which are the key to enacting the FY 2019-20 State Budget. Key issues are still unresolved including the allocation formula for homelessness funding between counties, the 13 big cities, and the Continuum of Care Program. These issues are expected to be taken up by the Legislature on Monday at the earliest.

Staff has also been informed that the budget contains funding (\$500 Million) for affordable housing to be dispersed through a State Tax Credit program. However, staff has been informed that the funding formula for the State Tax Credit program has been reduced from 50% tax credit to 30% tax credit. It is a belief that this reduction will have an impact on constituents, so it is proposed to oppose this reduction.

**BOARD ACTION:**

APPROVED AS RECOMMENDED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk of the Board

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

KINGS COUNTY GOVERNMENT CENTER  
1400 W. LACEY BOULEVARD, HANFORD, CA 93230  
(559) 852-2362, FAX: (559) 585-8047  
Web Site: <http://www.countyofkings.com>

JOE NEVES – DISTRICT 1  
LEMOORE & STRATFORD

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

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

CRAIG PEDERSEN – DISTRICT 4  
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5  
HANFORD & BURRIS PARK

June 18, 2019

Honorable Robert Rivas  
Assembly Member, District 30  
State Capitol  
Sacramento, CA 95814

**RE: Oppose—Affordable Housing State Tax Credit at 30%, Support at 50%**

Dear Assembly Member Rivas,

As you know, California is in crises in terms of available inventory of market rate housing stock not to mention affordable housing. We are elated at the Governor's proposal to add \$500 million dollars in this year's budget. This funding is slated to be dispersed through a State Tax Credit which initially was a 50% credit. Recently, the trailer bill for this allocation has been reduced to 30% which will have a significant impact on California's constituents. Therefore, we strongly oppose the 30% credit and support the 50% credit.

We are asking for your assistance in contacting the Governor and his staff and urging that the state credit to be returned to 50%, and would greatly appreciate speaking with you on this subject given we are in the midst of our County budget negotiations. If we can be of any assistance, please do not hesitate to contact me.

Sincerely,

Joe Neves, Chairman  
Kings County Board of Supervisors