



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 24 & 25, 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.

Special Meeting

Monday, June 24, 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 – COUNTY COUNSEL
[Govt. Code Section 54957]
- IV** **B. ADJOURNMENT**
The next regularly scheduled meeting is scheduled for June 25, 2019, at 9:00 a.m.

Regular Meeting

Tuesday, June 25, 2019

- I 9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Chad Fagundes – Koinonia Church
PLEDGE OF ALLEGIANCE
- II 9:00 AM** **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item.

III 9:00 AM CLOSED SESSION
Significant exposure to litigation. *I case* [Govt. Code Section 54956.9(d)(2), (e)(1)]

IV 9:30 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 17 & 18, 2019

B. Human Services Agency

Consider authorizing the Chairman to sign the first amendment to the Agreement with InTelegy Corporation for service assessments and dashboard development.

C. Department of Public Health:

1. Consider authorizing the Chairman to sign Agreements with Milton Teske, MD to continue providing services as Health Officer/Tuberculosis Controller/Registrar of Births and Deaths; Thomas Buford, Pharmacist, to continue providing pharmacist services; Hanumandla Reddy, Cardiologist, to continue providing electrocardiogram services and Beverly Radiology Medical Group doing business as Hanford Advanced Imaging Center to continue providing X-ray services.
2. Consider authorizing the Chairman to sign the Women, Infant, and Children Supplemental Nutrition standard Agreement amendment for Fiscal Years 2016-2019.

D. Sheriff's Office:

Accept a report of prison inmate welfare fund for Fiscal Year 2017-2018.

E. Administration:

Consider authorizing the Chairman to sign four-year Agreement with Burnham Benefits for employee benefits – Broker of Record Services.

V REGULAR AGENDA ITEMS

9:35 AM A. Department of Public Health – Edward Hill/Scott Waite
Monthly report regarding actions take by the First 5 Kings County Children and Families Commission at its June 4, 2019 meeting.

9:40 AM B. County Counsel – David Prentice/Juliana Gmur/Diane Freeman

1. Consider appointing Jim Wilson as a Director of the Tulare Lake Reclamation District #761 in order to establish a quorum.
2. Consider adopting an interim Urgency Ordinance regarding the cultivation of hemp in the County of Kings.

9:45 AM C. Department of Finance – Jim Erb/Rob Knudson
Consider adopting an Ordinance establishing booking fees for Fiscal Year 2019-2020 and waiving the second reading of the Ordinance.

9:50 AM D. Human Resources – Leslie McCormick Wilson/Carolyn Leist/Victoria Whipple/Melissa Avalos

1. Consider approving a revised job specification for Senior Employment and Training Technician and set the salary at Range 186.0 (\$3,825-\$4668).
2. Consider authorizing the revised job specification for Central Services Supervisor and approving an adjustment upward for the Central Services Supervisor, from Range 162.5 (\$3,028-\$3,695) to Range 163.0 (\$3,042-\$3,713) effective June 24, 2019.
3. Consider approving a new job specification for Staff Support Specialist I/II and setting the salary at Range 174.0 (\$3,394-\$4,143) for Staff Support Specialist I approving a new job specification for Staff Support Specialist II and set the salary at Range 184.0 (\$3,749-\$4,576) for Staff Support Specialist II.

9:55 AM E. Human Services – Sanja Bugay
Consider authorizing the advanced step hire of Jesus Diaz as an Eligibility Worker II for Human Services Agency at Salary Range 165.0, Step 5.

10:00 AM F. Information Technology – John Devlin

Consider deleting two Full-Time Equivalency position allocations of Records and Micrographics Technician I/II and one Full-Time Equivalency position of Records and Information Management Supervisor effective July 12, 2019.

10:05 AM G. Sheriff's Office – David Robinson/Cassandra Heffington

Consider denying the request for a waiver presented by Edward and Andrea Sousa for boarding fees for sheep seized by Animal Services.

10:10 AM H. Administration – Rebecca Campbell/Roger Bradley

1. Consider authorizing the County Administrative Officer to sign Agreements with Tonya Lee, Marianne Gilbert, William Fjellbo, Karen Butler, Brent Woodward, Melinda Benninghoff, Hugo Gomez-Vidal, Jim A. Trevino, Robert Stover, Lawrence Meyer, Ismael Rodriguez, Shani Jenkins, James Oliver, Michael Woodbury, Greg Blevins, Carlos Navarrete, Jared Ramirez, Afreen Kaelble, Cheryl Harbottle, Robert Bartlett, Ralph Kaelble, Eric Hamilton, Jeffrey Boggs and Brett Barcellos to provide indigent defense services.
2. Consider reappointing members to multiple commissions and advisory boards.
3. Consider adopting the Fiscal Year 2019/2020 Proposed Budget as presented, directing the Department of Finance to make the Proposed Budget available to the public, scheduling final budget hearings to commence on Monday, August 19, 2019 in the Board Chambers at 9:00 a.m. and instructing the Clerk of the Board to give proper notice of the final budget hearings.

VI 10:15 AM I. 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 10:20 AM J. 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.** 3 cases [Govt. Code Section 54956.9(d)(4), (e)(1)]
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: County Counsel
- ◆ **Personnel Matters:** [Govt. Code Section 54957]
Public Employment:
Title: Registrar of Voters
- ◆ **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**
 - **Prosecutors’ Association**
 - **Unrepresented Management**

VIII K. ADJOURNMENT

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

IX 1:30 PM L. KINGS COUNTY HOUSING AUTHORITY– REGULAR MEETING

X 2:00 PM M. KINGS IN HOME SUPPORTIVE SERVICES BOARD – REGULAR MEETING CANCELLED

FUTURE MEETINGS AND EVENTS

July 2	9:00 AM	Regular Meeting
July 4	---	County offices closed in observance of July 4, 2019 Holiday
July 9	---	Regular Meeting – Cancelled
July 16	9:00 AM	Regular Meeting
July 23	9:00 AM	Regular Meeting
July 23	11:00 AM	California Public Finance Authority Regular Meeting
July 23	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
July 23	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting
July 30	9:00 AM	Regular Meeting

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



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Action Summary June 17 & 18, 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.

Special Meeting

Monday, June 17, 2019

- I B 1** CALL TO ORDER
ROLL CALL – Clerk of the Board
MEMBERS PRESENT: JOE NEVES, DOUG VERBOON, CRAIG PEDERSEN, RICHARD FAGUNDES
MEMBERS ABSENT: RICHARD VALLE
- 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** **A.** CLOSED SESSION
INTERVIEWS – REGISTRAR OF VOTERS
[Govt. Code Section 54957]
- IV B 4** **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 B 5

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – JoAnn Hawkins – Kings County Grand Jury

PLEDGE OF ALLEGIANCE

ALL MEMBERS PRESENT

II B 6

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.

Lee Williams, Kings County resident stated his concerns about hemp being planted next to his property and discussed restrictions and guidelines he would like to see imposed on this type of crop.

David Prentice, Kings County Interim County Counsel stated that staff is working on an ordinance and zoning regulations that should be brought to the Board shortly.

Brooke Lopes, Kings County resident stated her concerns about hemp being grown near her home and family and asked the Board to look into regulations to help protect homeowners in the County and stated that she has been in contact with Supervisor Verboon by email and would like the Board to look at setting guidelines and restrictions on this type of crop near existing homes.

Clay Groefsema Kings County resident stated his concerns regarding hemp being grown near his home and read a letter into the record from Ron and Nola Surface stating their concerns for hemp being grown near their home and asked the Board to look into imposing regulations on this type of crop.

Amy Groefsema, Kings County resident stated her concerns about hemp being grown near her home and asked the Board to impose restrictions and guidelines on this type of crop near homes.

Matt Darby, Kings County Deputy District Attorney stated that he hears the concerns from property owners on the hemp grows and stated that his office is open to meeting with them and stated that his office would be contesting their budget with the Board.

III B 7

RECOGNITION – Rebecca Campbell

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

INFORMATION ONLY - NOA

IV B 8

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. [Agmt 19-054]

CONSENT CALENDAR CONTINUED

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. ITEM PULLED BY THE BOARD AND WILL BE BROUGHT BACK ON A FUTURE AGENDA.***

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. **[Agmt 17-118.1]**
ACTION: APPROVED CONSENT CALENDAR AS AMENDED (DV/RV/CP/RF/JN-Aye)

V

REGULAR AGENDA ITEMS

B 9

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. **[Agmt 19-055]**
ACTION: APPROVED AS PRESENTED (RF/CP/RV/DV/JN-Aye)
2. Consider adopting a Resolution proclaiming the month of June 2019 as Elder Abuse Awareness month in Kings County. **[Reso 19-048]**
ACTION: APPROVED AS PRESENTED (DV/RF/RV/CP/JN-Aye)

B 10

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. **[Introduce Ord 692]**
ACTION: APPROVED AS PRESENTED (RV/DV/CP/RF/JN-Aye)
2. Consider adopting a Resolution establishing the appropriation limits for Fiscal Year 2019-2020. **[Reso 19-049]**
ACTION: APPROVED AS PRESENTED (DV/RF/RV/CP/JN-Aye)

B 11

C. Administration – Rebecca Campbell

1. Consider appointing one member to the Kings County Homelessness Collaborative.
ACTION: APPROVED AS AMENDED (RF/DV/CP/RV/JN-Aye)
2. Consider authorizing the Chairman to sign a letter of opposition to affordable housing trailer bill language in the State budget.
ACTION: APPROVED AS PRESENTED (CP/DV/RV/RF/JN-Aye)

VI B 12

D. Board Member Announcements or Reports

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

Supervisor Pedersen stated that he attended the National Association of Counties Leadership program in Washington, D.C. on June 9-13, 2019, attended the Sheriff's Posse Crab Feed fundraiser on June 15, 2019 and met with Community Development Agency staff regarding an issue with a non permitted use in Armona.

Supervisor Verboon stated that he attended the San Joaquin Joint Powers Authority Board meeting in Sacramento on June 14, 2019 and attended the Sheriff's Posse Crab Feed event on June 15, 2019.

Supervisor Valle stated that he attended a public hearing for a proposed new park in Corcoran on June 12, 2019 and was in the jury duty selection process all day on June 17, 2019. Supervisor Fagundes stated that he cooked for the Pork Fee on June 14, 2019 and thanked Supervisor Neves and his wife, Kathy for their help at the event and stated that he has been meeting with constituents and county staff to discuss High Speed Rail project issues.

Supervisor Neves stated that he attended the CalViva Health Public Policy meeting on June 12, 2019, attended a meeting to discuss hemp and a CalVans meeting on June 13, 2019, attended the Pork Feed and the Rocking the Arbor events on June 14, 2019, attended the Kings Lions Brewfest on June 15, 2019, attended the KJUG free concert in the park on June 16, 2019. He thanked all the safety personnel who assisted with the drowning in Stratford over the weekend.

- ◆ Board Correspondence: **None**
- ◆ Upcoming Events: **Rebecca Campbell** stated that the Kings County Employee blood drive will be held on **July 25, 2019**.
- ◆ Information on Future Agenda Items: **Rebecca Campbell** stated that the following items would be on a future agenda: **Administration Defense of the Accused contract renewal for FY 2019/2020, recommended budget for FY 2019/2020, appointments to multiple boards, SB 81 round two juvenile center remodel project, plans, specifications and advertising, Information Technology Department deletion of three positions, Administration SB 81 ground lease and proposed FY 2019/2020, Agreement with California Department of Healthcare Service for MediCal Inmate Program, Human Services Agency contract amendment for Commission on Aging Adult Day Care FY 2018/2019, Administration/Community Development Agency Strategic Plan for Census**

VII B 13

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)]
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- ◆ **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**

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

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 25, 2019

SUBMITTED BY: Human Services Agency – Sanja Bugay/Monica Connor

SUBJECT: FIRST AMENDMENT TO AGREEMENT WITH THE INTELEGY CORPORATION FOR SERVICE ASSESMENTS AND DASHBOARD DEVELOPMENT

SUMMARY:

Overview:

The Human Services Agency has a contractual agreement with InTelegy Corporation for service assessments and service redesign of Adult Services In-Home Supportive Services and Adult Protective Services. It also includes the development of a dashboard and other service related enhancements for Benefits and Employment Services. The Human Services Agency is requesting the Board to sign an amendment to increase the contract amount and extend the contract length through to June 30, 2020.

Recommendation:

Authorize the Chairman to sign the first amendment to the Agreement with InTelegy Corporation for service assessments and dashboard development.

Fiscal Impact:

The total projected expenditure through the life of this contract, inclusive of Fiscal Year 2018-2019 and Fiscal Year 2019-2020, is \$360,425, an increase of \$106,550. The maximum amount of the agreement (\$360,425) will be offset with federal and state revenues. Sufficient appropriations and revenues for this contract are included in the Adopted Human Services Agency’s Fiscal Year 2018-2019 and Proposed Human Services Agency’s Fiscal Year 2019-2020 budget (Budget Unit 510000, Account 82223000).

BACKGROUND:

On November 22, 2016, the Board approved an agreement with InTelegy Corporation (Board Agreement No. #16-130) for the redesign of the Service Center and Lobby to enhance customer experiences, improving service outcomes in the Human Services Agency (HSA). Specifically, InTelegy made great contributions to the Benefit
(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

FIRST AMENDMENT TO AGREEMENT WITH THE INTELEGY CORPORATION FOR SERVICES ASSESMENT AND DASHBOARD DEVELOPMENT

June 25, 2019

Page 2 of 2

& Employment Division, which improved State and Federal outcomes for timeliness and accuracy of services, improved accessibility, and increased utilization of online and phone services. It was able to do all this while reducing the reliance on in-person service delivery. Service wait times for all service channels have been improved. The HSA now has meaningful and automated reporting that helps staff deployment to be timelier and data informed.

On October 30, 2018, the Board approved an agreement with InTelegy Corporation (Board Agreement No. 18-104) for the redesign of In-Home Supportive Services and Adult Protective Services programs. The HSA is seeking opportunities to streamline service operations to improve staff efficiency and job satisfaction while providing improved services to customers and providers in this division. The overarching goal of this contract is to: first, improve State and Federal outcomes for timeliness and accuracy of services and, second, improve access and increase utilization of online and phone services while reducing the reliance on in-person service delivery for the Social Services Division. The departmental goals also include continuing to increase meaningful and automated reporting so that staff deployment can be timelier and data informed. The scope of work for this agreement includes: an assessment of current processes and technology; leading the redesign; assisting with implementation; and follow up to ensure that new service delivery objectives are achieved.

This contract includes Assessment and Plan Phase in which InTelegy has reviewed current business processes and identified desired client experience for In-Home Supportive Services (IHSS) Customer Service, Service Provider (Public Authority) services, and Adult Protective Services. There is also a Design and Implement Phase to include the implementation of a Work Management Tool, modification to the customer experience through the Website and Call Menus, streamlining of staff responsibilities, and development of Case Management practices. The Operations Support Phase will provide onsite team training and development, and finally, InTelegy will work to develop a dashboard for the Social Services Division to support reports and help track and manage customer service operations using the same technique as is currently being accomplished with Benefits & Employment Services via its online dashboard. The dashboard is an executive level overview of the entire division, which shows productivity levels, caseloads, trend lines, customer/client interaction volumes, and process timeliness to assist executive staff in making data informed and supported decisions.

This amendment seeks to extend the contract for an additional year with an increase of \$106,550 costs, in order to complete the work as outlined in the amended Scope of Work including the addition of the Workload Management Tool (WMT) software and the additional services.

The InTelegy Corporation has worked with 14 different counties in the Central Valley and across the State to assist them in Eligibility and Social Service Center design and improvement. The HSA requests your Board's approval to amend the contract with InTelegy to continue the work they have begun in Kings County to improve the customer experience for the HSA's Social Services Division, much as they have done for the Benefits Division.

The agreement has been reviewed and approved as to form by County Counsel.

Purchasing previously approved as to form a Sole Source request for this project.

**AMENDMENT I TO AGREEMENT BETWEEN
KINGS COUNTY AND
INTELEGY CORPORATION**

This First Amendment (hereinafter "Amendment I") to that Agreement numbered 18-104, commencing on July 1, 2018, (hereinafter "Agreement") is made on _____, by and between the County of Kings (hereinafter "County") and InTelegy Corporation (hereinafter "Contractor") upon the following terms and conditions:

RECITALS:

WHEREAS, the County and Contractor entered into that Agreement for Adult Services In-Home Supportive Services (IHSS) and Adult Protective Services (APS) Assessment and Benefits and Employment Services-Reporting and Dashboard Development; and

WHEREAS, as set forth in section 6 of that Agreement, the Parties may modify the Agreement by the written consent of both Parties; and

WHEREAS, the Parties intend to modify that Agreement to extend the Time of Performance and Scope of Work.

NOW, THEREFORE, the Parties agree as follows:

1. Section 3. Compensation shall be amended to read as follows:

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

All funds provided under this Agreement must be completely expended June 30, 2020.

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

Payment for service provided under this Agreement provided between July 1, 2018, and June 30, 2020, shall not exceed \$360,425 unless so amended in writing and approved by the County.

2. Section 4. Method of Payment shall be amended to read as follows:

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in **Exhibit B**. Each

invoice must include description of services rendered, to whom, date of service and the charges according to the agreed upon method.

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

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

In order to ensure that FY2019/2020 expenditures are claimed to the 2019/2020 Child Welfare Services Allocation, the billing for the month of June 2020 must be received by County by June 16, 2020.

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

Contractor shall estimate costs as necessary through June 30, 2020. A final reconciliation of projected and actual costs due for the month of June 2020 shall be submitted to County July 31, 2020, accompanied by a final invoice or check for overpayment, as is appropriate.

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

Final payment will be made upon receipt of the reconciled expenditure and statistical reports for the period ending June 30, 2020. **Final billing for all costs under this Agreement must be submitted before July 16, 2020.** Final payment may be held until any necessary termination audit is completed.

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

Invoices and audits shall be submitted electronically to:

HSA.Contracts@co.kings.ca.us

All Contractor costs shall be supported by properly executed payrolls, time records, attendance records, invoices, contracts, detailed general ledgers, vouchers, orders or any

other documents pertaining in whole or in part to this Agreement.

3. Section 5. Time of Performance shall be amended to read as follows:

This Agreement shall remain in full force and effect from July 1, 2018 to June 30, 2020.

Work will not begin, or claims paid for services under this Agreement until all Certificates of Insurance, a Signing Authority Form, By-Laws, Business and Professional Licenses/Certificates, Verification of Non-Profit status, IRS ID number or other applicable licenses or certificates, as required, are on file with the Department's representative.

4. Section 18. Single Audit Act shall be amended to read as follows:

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, 2020.

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

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

5. Exhibit A is replaced with Revised Exhibit A, attached hereto and incorporated herein as though fully set forth, and all references in the Agreement or its exhibits to "Exhibit A" are replaced with "Revised Exhibit A".

6. Exhibit B is replaced with Revised Exhibit B, attached hereto and incorporated herein as though fully set forth, and all references in the Agreement or its exhibits to "Exhibit B" are replaced with "Revised Exhibit B".

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

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

IN WITNESS WHEREOF, InTelegy Corporation and the County of Kings have executed this Amendment I on the date as set forth above.

REVIEWED AND RECOMMENDED
FOR APPROVAL

COUNTY OF KINGS

By: _____
Sanja K. Bugay, Director
Kings County Human Service Agency

By: _____
Joe Neves, Chair
Kings County Board of Supervisors

APPROVED

ATTEST

By: Candice Dutton, COO
Vail Dutto, CEO
InTelegy Corporation

By: _____
Catherine Venturella
Clerk to the Board of Supervisor

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

APPROVED AS TO ACCOUNTING
FORM:

By: Juliana F Gmur
Juliana F Gmur
Assistant County Counsel

By: _____
Dario Gomez, Fiscal Analyst
Kings County Human Services Agency

REVISED EXHIBIT A

Scope of Work

I. Social Services

Adult Services Assessment and Redesign Project

Project Step	Projected Completion Date
Phase I Assessment and Plan	November 15, 2018
Phase II Design and Implement	June 30, 2020
IHSS and APS Process Redesign Training	June 30, 2020
Social Services Reporting and Dashboard Development	June 30, 2020

Phase I Assessment and Plan

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

Assessment and Plan Deliverable:

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

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

PHASE II Design and Implementation

Following are anticipated committees will be assembled for the project:

1. Executive Oversight/ Steering

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

2. IHSS, PA & APS Technology Implementation

Committee Members: Jason Kemp Van Ee, Raquel Zapata, Lauren Haas, Kelly Luna, Aida Guzman (or staff), Deborah Oliveira, Anthony Walecki (County IT), Anthony Zoppo (InTelegy)

Deliverables:

Workload Management Tool (WMT) Implementation

- Create Inputs for WMT Implementation for IHSS and Public Authority (PA)
 - Identify technology requirements
 - Identify data input requirements (CMIPS reports)
 - Decide all input and configuration plans
 - Determine Training Plan
- Consolidate state data on a monthly basis to create dashboard reports
- Configure tool

HSA, PA & APS Technology Implementation

- Modify Website
- Modify Call Menus

3. IHSS and PA Business Process: Committee Members: Jason Kemp Van Ee, Raquel Zapata, Lauren Haas, 1-2 worker from each unit

Deliverables:

- Develop Recommendation Template to present to Executive Oversight:
 - Streamline and improve OD responsibilities
 - IHSS Case Management practice for IHSS and PA

4. APS Business Process Committee Members: Kelly Luna, 5 APS Staff

Deliverables:

- Develop Recommendation Template to present to Executive Oversight:
 - Case Management practice for APS

InTelegy Project Management

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

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

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

PHASE III Operations Support

- **On Site Leadership team training and development:** Continuing in the role of Project Leader the InTelegy consultants will continue with training and development of the leadership team. In this role, the InTelegy consultants will:
 - Manage and participate post launch meetings to ensure adherence to the design and build plan for the Service Delivery Redesign Model process and procedures designed in Phase II.
 - Provide input to prioritize, change and enhance the newly launched business process for efficiency, collect and analyze feedback on process and technology functions that may require adjustment and ensure adjustments are implemented
 - Provide continued expertise through interaction with the management team.

- **IHSS and APS Process Redesign Training options: Pre-launch process training for Supervisors, workers and clerical-** Topics will include:

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

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

- **Ongoing Operations:** After the initial training and launch of the revised business processes for standardized procedures and consistency across operations it will be critical that the management team has a resource to support them as they learn new skills and processes. The InTelegy consultants will be responsible for ensuring adherence to process and the continued process update and enhancement effort. The InTelegy consultant will participate in regular meetings with supervisor and management team to review outcomes from the business process changes.

Social Services Reporting and Dashboard Development

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

InTelegy Workload Distribution Tool (WMT)

WMT Implementation

The InTelegy Workload Management Tool, Basic Edition, will be implemented in Kings County IHSS and PA teams for use in workload distribution and tracking. InTelegy Corporation consultants will implement the WMT licenses for IHSS and PA including all technology requirements for access to this tool.

WMT Per User License				
Plan Type	# of users	Per User Per Month	Monthly	Annual Commitment
Instance Fee (1x) Includes technical set up				\$20,000
Monthly Licensing (assumes an annual commitment)	30	\$65	\$1,950	\$23,400
Additional licenses (not to exceed)	15	\$65	\$975	\$11,700
Total Year One (not to exceed)				\$55,100

Including in Subscription Pricing:

1. Access to the latest version, improvements and enhancements
2. Documentation supporting the latest version
3. Phone and Email support included; no additional maintenance contract fee
 - a. 24-hour turn-around time

- b. Break-fix support (bug fixes)
- 4. One remote Admin training session (up to three hours)
- 5. Annual commitment could be paid in one payment for annual contract

II. Benefits Services Reporting and Dashboard

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

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

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

EXHIBIT B

Operating Budget-Not to Exceed

	Projected Timeline	
Phase I Assessment and Plan	September 1, 2018 - November 15, 2018	\$25,000
Phase II Design and Implement- IHSS, PA, APS	Dec 1, 2018- June 30, 2020	\$139,025
Phase III Operations Support (includes additional WMT licenses)	Sept 1, 2019-June 30, 2020	\$52,200
Social Services Reporting and Dashboard Development	July 15, 2019- June 30, 2020	\$27,000
Benefits Service Reporting and Dashboard Development	July 1, 2018- February 28, 2019	\$101,700
Travel		\$15,500
Total- Not To Exceed		\$360,425



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 25, 2019

SUBMITTED BY: Department of Public Health – Edward Hill

SUBJECT: FISCAL YEAR 2019-2020 PROFESSIONAL SERVICES CONTRACTS FOR
THE DEPARTMENT OF PUBLIC HEALTH

SUMMARY:

Overview:

The Kings County Health Department is renewing routine agreements with several providers for professional medical services for Fiscal Year (FY) 2019-2020.

Recommendation:

1. Authorize the Chairman to sign an agreement with Milton Teske, MD to continue providing services as Health Officer/Tuberculosis Controller/Registrar of Births and Deaths for Kings County; and
2. Authorize the Chairman to sign an agreement with Thomas Buford, Pharmacist, to continue providing pharmacist services for the Health Department; and
3. Authorize the Chairman to sign an agreement with Hanumandla Reddy, Cardiologist, to continue providing electrocardiogram review and interpretation services for the Health Department; and
4. Authorize the Chairman to sign an agreement with Beverly Radiology Medical Group doing business as Hanford Advanced Imaging Center to continue providing x-ray services for the Health Department.

Fiscal Impact:

There is no impact to the General Fund. The contracts and their associated amounts are listed as follows:

(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

FISCAL YEAR 2019-2020 PROFESSIONAL SERVICES CONTRACTS FOR THE HEALTH DEPARTMENT

June 25, 2019

Page 2 of 2

- 1) Milton Teske, M.D. will be paid at a rate of \$8,000 per month or a total of \$96,000 for Fiscal Year 2019-2020. Dr. Teske's services are paid for with Health Realignment funds, split between budget units 411000, 411100, 411300 and 415000.
- 2) Thomas Buford, Pharmacist, is paid for with Health Realignment funds, split between budget units 411300, 411600, and 415000.
- 3) For Dr. Hanumandla Reddy, the total cost of this service is estimated to be \$150 annually, and will be paid by Health Realignment funds under the budget unit 411300. The County will be billed \$15.00 per EKG interpretation and written EKG report.
- 4) For Hanford Advanced Imaging Center's services, the Health Department will be billed \$35 per chest x-ray and interpretation for an estimated annual amount of \$1,500, which will be paid by Health Realignment funds under budget unit 415000. The Health Department performs pre-employment physicals which will be billed \$56 per spine x-ray and interpretation for an estimated annual amount of \$1,500, which will be paid by Health Realignment funds under budget unit 411000. The Health Department will be billed \$39 per thoracic spine x-ray and interpretation for an estimated annual amount of \$500, which will be paid by Health Realignment funds under budget unit 411000.

BACKGROUND:

The Department of Public Health currently contracts with Milton Teske, M.D., Thomas Buford, Hanumandla Reddy, M.D., and Hanford Imaging Center who provide specific services for the County.

Since July 1, 2016, Milton Teske, M.D. has been serving as the Health Officer/Tuberculosis Controller/Registrar of Births and Deaths which is required by California Health and Safety Code §101000 and §101460. Additionally, Dr. Teske performs certain pre-employment physicals, is the Child Health and Disability Prevention Program Medical Director, and physician contact to the State Department of Public Health.

Thomas Buford, Pharmacist, provides pharmacist services necessary to maintain the Department's pharmacy license as required by California Business and Professions Code 4052.2. Mr. Buford's services include: quarterly inspections of the clinic, reporting of findings to the County, review of policies, procedures, and patient education materials, update and review medication procedures, attends meetings regarding drug dispensing procedures, and packaging tuberculosis medications.

The Intervention and Prevention unit performs EKGs for pre-employment screenings and the department's Family Nurse Practitioner (FNP) is qualified to read all EKGs. The pre-employment screenings include EKGs to quickly identify common cardiogenic anomalies. All EKGs that the FNP feels are abnormal or questionable will require a cardiologist's interpretation and subsequent written report to the Health Department. Dr. Reddy performs this service for the Department as it does not have a cardiologist on staff.

Agenda Item

FISCAL YEAR 2019-2020 PROFESSIONAL SERVICES CONTRACTS FOR THE HEALTH DEPARTMENT

June 25, 2019

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The Department's Intervention and Prevention Unit performs pre-employment examinations to ensure that new hire's are fit for the job they are hired to perform and tuberculosis screenings to rule out active tuberculosis disease in patients. Both of these requires a radiologist to perform x-rays of the spine and chest and provide a written report of each x-ray interpretation to the County. Hanford Advanced Imaging Center has provided this service to the Health Department since August 2017 and the Health Department would like to continue contracting for these services.

These agreements have been reviewed and approved by County Counsel as to form.

**AGREEMENT BETWEEN THE COUNTY OF KINGS
AND MILTON TESKE, M.D., FACEP
FOR HEALTH RELATED SERVICES**

THIS AGREEMENT is made and entered into the 1st day of July, 2019, by and between the County of Kings, a political subdivision of the State of California, hereinafter referred to as "County", and Milton Teske, M.D., FACEP hereinafter referred to as "Physician".

WITNESSETH

WHEREAS, Physician is licensed to practice medicine in the State of California and desires to render professional services for County; and

WHEREAS, County desires to engage the services of Physician to perform Health Officer and Tuberculosis Controller (TB) Services and other duties as required in the operation of the Kings County Department of Public Health.

NOW, THEREFORE, be it agreed by and between the parties, as follows:

1. General Services:

Physician shall:

a. Serve as the Kings County Health Officer and provide services that are normally provided by the County Health Officer. Physician understands, acknowledges and agrees to provide the services which a county health officer is required to provide under all applicable provisions of California law, including, but not limited to, Chapters 1 and 2 of Part 3 of Division 101 of the California Health and Safety Code (commencing with Section 101000).

b. Serve as the Kings County TB Control Officer and provide services that are normally provided by the County TB Control Officer.

c. Serve as the Registrar of Births and Deaths for Kings County.

d. Perform Pre-Employment examinations as scheduled by the Public Health Director.

2. LICENSE/QUALIFICATIONS:

Physician shall during the entire term of this Agreement hold a valid license to practice medicine in the State of California and shall otherwise meet the qualifications established by law or regulation to perform the duties as required to serve as a county health officer.

3. WARRANTY:

County relies upon Physician's professional ability and training as a material inducement to enter into this Agreement. Physician warrants that he will perform his work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. Physician further warrants that he possesses current valid appropriate licensure and certifications required to perform the work under this Agreement, including, but not limited to, drivers license, and professional license.

4. STANDARD OF PERFORMANCE:

Physician warrants that he will, at all times utilize his ability, experience and talent, faithfully, industriously and professionally perform to County's reasonable satisfaction including, but not limited to, the prompt and timely completion of all patient medical records.

5. EXCLUSIVITY; AVAILABILITY:

County and Physician agree that this Agreement is not exclusive as between the parties. County acknowledges that Physician will continue his clinical shifts, administrative duties, and to meet the responsibilities incumbent upon him as the Associate Medical Director of the Emergency Department at Adventist Medical Center, Hanford, during the term of this Agreement. Therefore, the Public Health Director and Physician shall negotiate a schedule for the performance of services that is mutually acceptable to both parties provided, however, that emergency situations may require Physician to be available by phone or in person outside the scheduled hours.

6. TERM:

This Agreement shall commence on July 1, 2019, and end on June 30, 2020.

7. COMPENSATION:

Physician shall be compensated by a salary of eight thousand dollars (\$8,000.00) per month for services as set forth in this Agreement. In addition, Physician shall be entitled to reimbursement for mileage or for actual out-of-pocket expenses incurred in the performance of services hereunder at the normal County rates.

8. PAYMENT:

County shall pay Physician's salary on the 15th of the month following the month in which the services were rendered. In the event of a holiday falling on the 15th, payment shall be remitted the next regular business day.

Invoices for mileage or for actual out-of-pocket expenses shall be in such form and detail as may be required by County. Invoices shall be submitted to the Department of Public Health which shall forward such invoices to County Auditor for payment. Payment by County to Physician shall be made within thirty (30) days of receipt of invoice.

County shall be responsible for billing and collecting all payments from patients for services rendered by Physician under this Agreement; i.e. private pay and Medi-Cal payments. All proceeds from such collections shall be the property of the County.

9. INDEPENDENT CONTRACTOR:

Physician is an independent contractor and not an employee of County. The parties understand 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 servant, employee, partnership, joint venture or association. As an independent contractor, Physician is not subject to the direction and control of County except as to the final result contracted for under this Agreement. County may not require Physician to change his manner of doing business, but may require redirection of efforts to fulfill this Agreement.

Physician shall have no claim against County for employee rights or benefits including, but not limited to seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

Physician 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.

Physician may provide services to others during the same period that Physician is providing service to County under this Agreement.

Any persons employed by Physician shall be under Physician's exclusive direction, supervision and control. Physician shall determine all conditions of employment including

hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

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

10. LIABILITY INSURANCE:

A. County-Provided Insurance.

County shall provide Physician with liability insurance under County's self insurance fund to cover services performed by Physician under this Agreement. Physician agrees to cooperate fully with County and its representatives in defending any claims arising from covered activities.

B. Physician-Provided Insurance.

For services provided by Physician outside this Agreement as acknowledged in Section 5 above, Physician, and not County, shall provide liability insurance. County shall not be liable for any injury or death caused by or arising out of Physician's treatment of individuals who are not treated by Physician under this Agreement.

C. Automobile Liability Insurance.

Physician shall keep and maintain during the entire term of this Agreement automobile liability insurance in compliance with applicable California statutory requirements. Proof of such insurance shall be provided to County by Physician. Twenty (20) days notice of cancellation of such insurance shall be provided to County.

11. INDEMNIFICATION:

For liability not arising under this Agreement, Physician shall defend, hold harmless and indemnify County, its elected officials, officers, employees, agents and volunteers from and against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or any persons'

injury, including death, or property (including property of County) being damaged by the negligent acts (including negligent performance of the professional services), willful acts, or errors of omissions of the Physician or any of Physician's subcontractors, employees, agents or volunteers.

12. CONFIDENTIALITY:

Physician shall comply with any and all federal and state laws, rules and regulations not previously mentioned governing confidential information of any kind whatsoever of individuals, clients, or patients.

Physician shall defend and hold the County harmless from damages caused or alleged to be caused by Physician's violations of laws, rules and regulations regarding confidentiality of records.

13. TERMINATION:

Either party shall have the right to terminate this Agreement at any time by giving the other party thirty (30) days prior written notice specifying the date of termination.

14. NOTICE:

Any notice to be given hereunder shall be written and given either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

COUNTY:

County of Kings
Department of Public Health
330 Campus Drive
Hanford, CA 93230
Phone: (559) 582-3211, Ext. 2605

PHYSICIAN:

Milton Teske, M.D., FACEP
20065 South Clovis Avenue
Laton, CA 93242
(559) 260-1501

15. SUBCONTRACT AND ASSIGNMENT:

Services under this Agreement are deemed to be personal services. Physician shall not subcontract any work under this Agreement nor assign this Agreement, or any part thereof, without the prior written consent of County, nor shall Physician assign any moneys due or to become due to Physician hereunder without the prior written consent of County.

16. RECORDS AND INSPECTIONS:

Physician agrees to make available, upon reasonable notice, to County, his books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this Agreement, for inspection,

examination and copying at all reasonable times, at the Physician's place of business, or other mutually agreeable location in California. Physician agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under this Agreement. Physician agrees to permit County or any of its duly authorized representatives, to have access to and to examine and audit, any and all pertinent books, documents, papers and records of Physician.

17. CONFLICT OF INTEREST:

Physician agrees that all reasonable efforts shall be taken to ensure that no conflict of interest exists between his officers, agents or employees in his performance under this Agreement. Physician shall prevent his employees, consultants or members of governing bodies from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

18. NON-DISCRIMINATION:

In performing under this Agreement, Physician shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

19. USE OF COUNTY PROPERTY:

Physician shall not use County premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of Physician's obligations under this Agreement.

20. SEVERABILITY:

If any part of Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

21. INTEGRATION:

This Agreement represents the entire understanding of the County and Physician as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, signed by both County and Physician.

22. FORUM:

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. Physician 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.

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

COUNTY OF KINGS

PHYSICIAN

By: _____
Joe Neves
Chairman, Board of Supervisors

By: _____
Milton Teske, M.D., FACEP

ATTEST:
Clerk of the Board of Supervisors

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

By _____
Catherine Venturella

By: _____
Juliana F Gmur, Assistant

AGREEMENT BETWEEN THE COUNTY OF KINGS AND
THOMAS E. BUFORD, PHARMACIST
FOR HEALTH RELATED SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2019, between the County of Kings, a political subdivision of the State of California, (hereinafter “County”) and Thomas E. Buford, Pharmacist, (hereinafter “Contractor”), an individual, with respect to the following recitals:

WHEREAS, the Contractor is a licensed pharmacist and desires to render professional services for the County’s Department of Public Health, (hereinafter “Department”); and

WHEREAS, County desires to engage the services of the Contractor to perform such services.

NOW THEREFORE, the parties agree as set forth below.

1. Scope of Work.

Contractor shall render professional pharmacist services for the Department. Contractor shall perform to a standard of care normally exercised by pharmacists engaged in performing comparable work in the State of California.

Contractor shall perform quarterly inspections of all Department clinics in accordance with Section 4182 of the California Business and Professional Code. In addition, Contractor shall: 1) provide a written report with his findings to the County; 2) review policies and procedures and patient education materials as needed for all County clinics; 3) update and review medication procedures with the County; 4) attend meetings regarding drug dispensing procedures with the County; and 5) package tuberculosis medications according to County specifications.

2. Term.

This Agreement shall commence on July 1, 2019, and end on June 30, 2020. However, this Agreement may be extended by mutual agreement of Contractor and County.

3. Compensation.

Contractor shall be reimbursed for services performed under this Agreement at the rate of \$130.00 per hour excepting medication packaging, which shall be reimbursed at the rate of \$6.00 per package. The maximum amount payable under this Agreement shall be \$3,500. Contractor

shall not be reimbursed for any out of pocket expenses nor reimbursed for travel expenses.

4. Billing.

Contractor shall bill County by the tenth working day of each month for services rendered during the preceding month. All invoices shall be in such form and detail as may be required by the County. Invoices submitted to the Department shall be forwarded to County Auditor for payment. Invoices shall be processed and paid under normal County procedures.

5. Assignment and Subcontracting.

Contractor shall not assign, transfer, or sublet this Agreement or any portion therein.

6. Independent Contractor.

In the performance of the services herein provided for, Contractor shall be, and is an independent contractor and is not an agent or employee of the County. Contractor has and shall retain the right to exercise full control and supervision of its officers, employees and agents in the provision of services hereunder, if any, and full control over the employment, direction, compensation and discharge of said officers, employees and agents. Contractor shall be solely responsible for all matters relating to the payment of its employees including compliance with social security, workers compensation, unemployment insurance and income tax withholding and all laws and regulations governing such matters. Contractor shall be responsible for the close supervision of any employees or agents performing under this Agreement; the County shall not be responsible for such supervision.

7. Indemnification.

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any

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

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

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

8. Insurance.

A. Without limiting County's right to obtain indemnification from the 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 directly to the address as set forth in 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. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than \$250,000 per person, \$500,000 per accident and for property damages not less than \$50,000, or such coverage with a combined single limit of \$500,000. Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

rights against the County.

3. Professional Liability. \$1,000,000 limit per occurrence and \$5,000,000 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 the 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.

9. Notice.

Any notice to be given hereunder shall be written and given either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

COUNTY:

County of Kings
330 Campus Drive
Hanford, California 93230

CONTRACTOR:

Thomas E. Buford
634 Philan Circle
Lemoore, California 93245

10. Termination of Agreement.

The County may, by written notice to Contractor, terminate the whole or any part of this Agreement immediately if Contractor fails to perform the tasks called for under the terms of this Agreement. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

11. Records.

Contractor agrees to make available upon reasonable notice to the County and the State or their authorized representative, its books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this Agreement, for inspection, examination and copying at all reasonable times, at the

Contractor's place of business, or other mutually agreeable location in California. Contractor agrees to organize and maintain in accordance with generally accepted accounting practices any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement for three (3) years following the termination of this Agreement.

12. Non-Discrimination.

In performing under this Agreement, Contractor shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

13. Conflict of Interest.

Contractor shall comply with all state and local conflict of interest laws and regulations. Contractor shall have nor acquire any adverse interest to this Agreement prior to or during its term.

14. Compliance with the Law.

Contractor shall comply with all federal, state and local laws and regulations applicable with respect to his or her performance under the Agreement, including but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment, including nondiscrimination, and confidentiality.

15. Jurisdiction and Venue.

This Agreement shall be administered and interpreted under the laws of the State of California. Venue for any litigation arising from the Agreement shall be in Kings County, California.

16. Severability.

If any part of Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

17. Modification or Amendment.

This Agreement shall only be modified or amended except through a written document and signed by Contractor and the County.

18. Integration.

This Agreement, including the recitals, represents the entire understanding of the parties as to those matters contained herein and supersedes all prior negotiations, representations or

agreements, either written or oral.

19. Confidentiality.

Contractor is a licensed health care professional or a provider of health care under the California Confidentiality of Medical Information Act (Civil Code section 56 *et seq.*) and understands that information disclosed to Contractor related to individual clients or patients is confidential. Contractor shall hold all confidential information in trust and confidence and Contractor shall not disclose such information to any unauthorized persons. Upon cancellation for any reason or expiration of this Agreement, Contractor shall return to County all written or descriptive matter, which contains any such confidential information.

(a) Contractor is a Covered Entity subject to the Standards of Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164 (hereinafter "HIPAA"). Contractor shall comply with the provisions of HIPAA for the protection of protected health information.

(b) Contractor shall comply with any and all federal and state laws, rules and regulations not previously mentioned governing confidential health care information of individual clients or patients.

(c) Contractor shall defend and hold the County harmless from damages caused or alleged to be caused by Contractor's violations of laws, rules and regulations on confidentiality.

20. Use of County Property.

Contractor shall not use County premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this Agreement.

21. Licenses and Permits.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Kings and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

22. Incorporation.

The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

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

COUNTY OF KINGS

CONTRACTOR

By _____
Joe Neves, Chairperson
Kings County Board of Supervisors

By _____
Thomas E. Buford

ATTEST:

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

By _____
Catherine Venturella
Clerk of the Board of Supervisors

By _____
Juliana F Gmur, Assistant County Counsel

**AGREEMENT BETWEEN THE COUNTY OF KINGS
AND HANUMANDLA RAJ REDDY, M.D.
FOR HEALTH RELATED SERVICES**

THIS AGREEMENT is made and entered into this ___ day of _____, 2019, between the County of Kings, a political subdivision (hereinafter “County”) in the State of California and Hanumandla Raj Reddy, M.D., (hereinafter “Physician”), an individual.

WHEREAS, Physician is licensed to practice medicine and cardiology in the State of California, and desires to render professional services for County’s Department of Public Health; and

WHEREAS, County desires to engage the services of Physician to perform such services.

NOW THEREFORE, the parties agree as set forth below.

1. Scope of Work.

Physician shall provide cardiology services, interpreting Electrocardiograms (EKG), as may be required by the County Department of Public Health. These services shall be performed at the Physician’s private office. Physician shall perform to a standard of care normally exercised by cardiologists engaged in performing comparable work in the State of California. Physician shall cooperate and abide by the County’s registrant grievance process.

County will coordinate with Physician to deliver the EKG test to the Physician’s office. The Physician shall interpret these EKG tests and, within 48 hours, provide a written report of each EKG interpretation to County. The EKG and report will be picked up by County Department of Public Health staff. Physician shall be available on an as needed basis and shall give at least two weeks notice prior to being unavailable for any extended period of time, such as vacation or attending a conference.

2. Licenses and Permits.

Physician shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Kings and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

3. Term.

This Agreement shall commence on July 1, 2019, and end on June 30, 2020. However, this Agreement may be extended by mutual agreement of the Physician and the County.

4. Compensation.

Physician shall be reimbursed for services performed under this Agreement at the rate of \$15.00 per EKG interpretation and submission of written report of EKG. Physician shall not be reimbursed for any out of pocket expenses nor reimbursed for travel expenses.

5. Billing.

Physician shall bill County by the tenth working day of each month for services rendered during the preceding month. All invoices shall be in such form and detail as may be required by County. Invoices submitted to the Department of Public Health. Invoices shall be processed and paid under normal County procedures.

6. Assignment and Subcontract.

Physician shall not assign, transfer or subcontract this Agreement or any portion thereof. Services under this Agreement are deemed to be personal services. Physician shall not subcontract any work under this Agreement without the prior written consent of County.

7. Independent Contractor.

In the performance of the services herein provided for, Physician shall be, and is an independent contractor and is not an agent or employee of County. Physician has and shall retain the right to exercise full control and supervision of its officers, employees and agents in the provision of services hereunder, if any, and full control over the employment, direction, compensation and discharge of said officers, employees and agents. Physician shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, workers compensation, unemployment insurance, and income tax withholding, and all laws and regulations governing such matters. Physician shall be responsible for the close supervision of its employees or agents performing under this Agreement; County shall not be responsible for such supervision.

8. Indemnification.

A. When the law establishes a professional standard of care for Physician's Services, to the fullest extent permitted by law, Physician shall indemnify, protect, defend, and hold harmless County and any and all of its Board members, officials, employees and agents

from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Physician is responsible for such damages, liabilities, and costs on a comparative basis of fault between Physician and County in the performance of professional services under this Agreement. Physician shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

B. Other than in the performance of professional services and to the full extent permitted by law, Physician shall indemnify, defend, and hold harmless County, and any and all of its Board members employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Physician or by any individual or entity for which Physician is legally liable, including, but not limited to, officers, agents, or employees, of Physician.

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

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

9. Insurance.

A. Without limiting County's right to obtain indemnification from the Physician or any third parties, prior to commencement of work, Physician 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 Physician's Insurance Carrier guaranteeing such coverage to the County. Such Certificate shall be mailed directly to the address as set forth in Notices. In the event Physician fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. One Million Dollars (\$1,000,000)

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

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

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

4. Professional Liability. \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering Physician'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 the 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 Physician to furnish insurance during the term of this Agreement.

10. Notice.

Any notice to be given hereunder shall be written and given either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

COUNTY:

County of Kings
330 Campus Drive
Hanford, California 93230
Telephone: (559) 852-2619

PHYSICIAN:

Hanumandla Raj Reddy, M.D.
1114 West 6th Street, Suite 106
Hanford, California 93230
Telephone: (559) 582-0398

11. Termination of Agreement.

The County may, by written notice to Physician, terminate the whole or any part of this Agreement immediately if Physician fails to perform the tasks called for under the terms of this Agreement. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

12. Records.

Physician agrees to make available upon reasonable notice to County and the State or their authorized representative, its books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this Agreement, for inspection, examination and copying at all reasonable times, at the Physician's place of business, or other mutually agreeable location in California. Physician agrees to organize and maintain in accordance with generally accepted accounting practices any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement for three (3) years following the termination of this Agreement.

13. Non-Discrimination.

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

14. Conflict of Interest.

Physician shall comply with all state and local conflict of interest laws and regulations. Physician shall have nor acquire any adverse interest to this Agreement prior to or during its term.

15. Compliance with the Law.

Physician shall comply with all federal, state and local laws and regulations applicable

with respect to his or her performance under the Agreement, including but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment, including nondiscrimination, and confidentiality.

16. 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. Physician 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.

17. Severability.

If any part of Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

18. Modification or Amendment.

This Agreement shall only be modified or amended except through a written document and signed by Physician and County.

19. Integration.

This Agreement, including the recitals, represents the entire understanding of the parties as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral.

20. Confidentiality.

Physician is a licensed health care professional or a provider of health care under the California Confidentiality of Medical Information Act (Civil Code section 56 *et seq.*) and understands that information disclosed to Physician related to individual clients or patients is confidential. Physician shall hold all confidential information in trust and confidence and Physician shall not disclose such information to any unauthorized persons. Upon cancellation for any reason or expiration of this Agreement, Physician shall return to County all written or descriptive matter, which contains any such confidential information.

A. Physician is a Covered Entity subject to the Standards of Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164. Physician shall comply with the provisions of HIPAA for the protection of protected health information.

B. Physician shall comply with any and all federal and state laws, rules and regulations not previously mentioned governing confidential health care information of individual clients or patients.

C. Physician shall defend and hold the County harmless from damages caused or alleged to be caused by Physician's violations of laws, rules and regulations on confidentiality.

21. Use of County Property.

Physician shall not use County premises, property (including equipment, instruments and supplies), or personnel.

22. Health and Safety Standards.

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

23. No Third Party Beneficiaries.

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

24. Incorporation: The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

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

COUNTY OF KINGS

PHYSICIAN

By _____
Joe Neves, Chairman
Kings County Board of Supervisors

By _____
Hanumandla Raj Reddy, M.D.

ATTEST:

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

Catherine Venturella
Clerk of the Board of Supervisors

By _____
Juliana F Gmur, Assistant County Counsel

**AGREEMENT BETWEEN THE COUNTY OF KINGS
AND BEVERLY RADIOLOGY MEDICAL GROUP
doing business as HANFORD ADVANCED IMAGING CENTER
FOR HEALTH RELATED SERVICES**

THIS AGREEMENT is made and entered into this ___ day of _____, 2019, between the County of Kings, a political subdivision (hereinafter “County”) in the State of California and Beverly Radiology Medical Group doing business as Hanford Advanced Imaging Center, a RadNet Imaging Center, (hereinafter “Contractor”), with respect to the following recitals:

WHEREAS, the Contractor is licensed to perform high quality radiology services, and desires to render professional services for the County’s Department of Public Health; and

WHEREAS, County desires to engage the services of the Contractor to perform such services.

NOW THEREFORE, the parties agree as set forth below.

1. Scope of Work.

Contractor shall provide radiology services as may be required by the County Department of Public Health, which will include performing and interpreting x-ray images. These services shall be performed at Hanford Advanced Imaging Center. Contractor shall perform to a standard of care normally exercised by radiologists engaged in performing comparable work in the State of California. Contractor shall cooperate and abide by the County’s registrant grievance process.

County will refer patients to Contractor to complete x-rays of the chest and lumbar and/or thoracic spine for Pre-employment examinations and Tuberculosis screening. Parties acknowledge and agree that patients will be responsible for makings appointments with the Contractor. Contractor shall provide a written report of each x-ray interpretation to County. County will coordinate with Contractor to ensure that x-ray reports from the Contractor’s office are received by County within 48 hours. Contractor shall be available on an as needed basis and shall give at least two (2) weeks notice prior to being unavailable for any extended period of time, such as vacation or attending a conference.

2. Licenses and Permits.

Physician shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Kings and all other appropriate governmental agencies, including any certification and credentials

required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

3. Term.

This Agreement shall commence on July 1, 2019 and end on June 30, 2020. However, this Agreement may be extended by mutual agreement of the Contractor and the County.

4. Compensation.

Contractor shall be reimbursed for services performed under this Agreement at the rate of \$34.78 per 2 views for the chest x-ray and interpretation under Current Procedures Terminology (CPT) Code 71046; \$55.19 per lumbar spine x-ray (L-2 Spine with 4 views) and interpretation under CPT Code 72110; and \$38.89 per Thoracic spine x-ray with 3 views and interpretation under CPT Code 72072. Contractor shall not be reimbursed for any out of pocket expenses nor reimbursed for travel expenses.

5. Billing.

Contractor shall bill County by the tenth working day of each month for services rendered during the preceding month. All health insurance claim forms (HCFA 1500) shall be in such form and detail as may be required by the County. Any HCFA 1500 submitted to the Department of Public Health shall be processed and paid under normal County procedures.

6. Assignment and Subcontracting.

Contractor shall not assign, transfer, or sublet this Agreement or any portion thereof. Services under this Agreement are deemed to be personal services. Contractor shall not subcontract any work under this Agreement without the prior written consent of County.

7. Independent Contractor.

In the performance of the services herein provided for, Contractor shall be, and is an independent contractor and is not an agent or employee of County. Contractor has and shall retain the right to exercise full control and supervision of its officers, employees and agents in the provision of services hereunder, if any, and full control over the employment, direction, compensation and discharge of said officers, employees and agents. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, workers compensation, unemployment insurance, and income tax withholding, and all laws and regulations governing such matters. Contractor shall be responsible for the

close supervision of its employees or agents performing under this Agreement; County shall not be responsible for such supervision.

8. Indemnification.

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

B. Other than in the performance of professional services and to the full extent permitted by law, Physician shall indemnify, defend, and hold harmless County, and any and all of its Board members employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Physician or by any individual or entity for which Physician is legally liable, including, but not limited to, officers, agents, or employees, of Physician.

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

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

9. Insurance.

A. Without limiting County's right to obtain indemnification from the 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 directly to the address as set forth in 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. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

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

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

4. Professional Liability. \$1,000,000 limit per occurrence and \$5,000,000 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 the 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. Notice.

Any notice to be given hereunder shall be written and given either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

COUNTY:
County of Kings
330 Campus Drive
Hanford, California 93230
Telephone: (559) 852-2586

CONTRACTOR:
Beverly Radiology Medical Group
Attention: Terri Herrick
1510 Cotner Avenue
Los Angeles, California 900254
Telephone: (310) 466-3512

11. Termination of Agreement.

The County may, by written notice to Contractor, terminate the whole or any part of this Agreement immediately if Contractor fails to perform the tasks called for under the terms of this Agreement. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

12. Records.

Contractor agrees to make available upon reasonable notice to County and the State or their authorized representative, its books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this Agreement, for inspection, examination and copying at all reasonable times, at the Contractor's place of business, or other mutually agreeable location in California. Contractor agrees to organize and maintain in accordance with generally accepted accounting practices any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement for three (3) years following the termination of this Agreement.

13. Non-Discrimination.

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

14. Conflict of Interest.

Contractor shall comply with all state and local conflict of interest laws and regulations.

Contractor shall have nor acquire any adverse interest to this Agreement prior to or during its term.

15. Compliance with the Law.

Contractor shall comply with all federal, state and local laws and regulations applicable with respect to his or her performance under the Agreement, including but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment, including nondiscrimination, and confidentiality.

16. 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.

17. Severability.

If any part of Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

18. Modification or Amendment.

This Agreement shall only be modified or amended except through a written document and signed by Contractor and the County.

19. Integration.

This Agreement, including the recitals, represents the entire understanding of the parties as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral.

20. Confidentiality.

Contractor is a licensed health care professional or a provider of health care under the California Confidentiality of Medical Information Act (Civil Code section 56 *et seq.*) and understands that information disclosed to Contractor related to individual clients or patients is confidential. Contractor shall hold all confidential information in trust and confidence and Contractor shall not disclose such information to any unauthorized persons. Upon cancellation for any reason or expiration of this Agreement, Contractor shall return to County all written or descriptive matter, which contains any such confidential information.

A. Contractor is a Covered Entity subject to the Standards of Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164. Contractor shall comply with the provisions of HIPAA for the protection of protected health information.

B. Contractor shall comply with any and all federal and state laws, rules and regulations not previously mentioned governing confidential health care information of individual clients or patients.

C. Contractor shall defend and hold the County harmless from damages caused or alleged to be caused by Contractor's violations of laws, rules and regulations on confidentiality.

21. Use of County Property.

Contractor shall not use County premises, property (including equipment, instruments and supplies), or personnel for any purpose other than in the performance of Contractor's obligation under this Agreement.

22. Health and Safety Standards.

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

23. No Third Party Beneficiaries.

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

24. Incorporation:

The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

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

COUNTY OF KINGS

CONTRACTOR

By _____
Joe Neves, Chairman
Kings County Board of Supervisors

By _____
Dr. Howard Berger, CEO

ATTEST:

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

Catherine Venturella
Clerk of the Board of Supervisors

By _____
Juliana F Gmur, Assistant County Counsel



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 25, 2019

SUBMITTED BY: Department of Public Health- Edward Hill

SUBJECT: AMENDED AGREEMENT FOR THE WOMEN, INFANTS, AND CHILDREN SUPPLEMENTAL NUTRITION PROGRAM FEDERAL FISCAL YEAR'S 2016-2019

SUMMARY:

Overview:

The Department of Public Health maintains an agreement with the California Department of Public Health (CDPH), to operate the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) program in Kings County. The California Department of Public Health (CDPH), WIC program, has amended year four of the standard agreement with Kings County for Federal Fiscal Years 2016-2019, which was approved by your Board on August 25, 2015. The amendment is necessary in order to make budget revisions in the WIC budget to maximize the Department's revenue from this funding source. The Department is allowed one budget revision through the contract amendment process once a year.

Recommendation:

Authorize the Chairman to sign the Women, Infants, and Children Supplemental Nutrition Standard agreement amendment for Federal Fiscal Year's 2016-2019

Fiscal Impact:

There is no impact to the County General Fund or Health Realignment associated with the recommended action. This amendment represents a \$4,000 reduction in funding budgeted for travel to committee meetings which the Department did not participate in and will not be able to invoice for. In addition, funds were shifted between line items to ensure maximum reimbursement of grant funds. Funds budgeted for salary and benefits that would not be expended due to salary savings were moved to operations in the standard agreement budget.

(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

AMENDED AGREEMENT FOR THE WOMEN, INFANTS AND CHILDREN SUPPLEMENTAL NUTRITION PROGRAM FEDERAL FISCAL YEAR'S 2016-19

June 25, 2019

Page 2 of 2

BACKGROUND:

The maximum reimbursable amount under this amended agreement shall not exceed \$6,816,172. The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) is a federally funded nutrition program that provides education, breastfeeding support, and food vouchers to families having an income up to 185% of the Federal Poverty Level. Families with children up to age 5 and pregnant, postpartum, and breastfeeding women are eligible. The proposed amendment will ensure the maximum amount of revenue is provided to the County.

The program has been operated in Kings County by the Kings County Department of Public Health since it began in 1975. The allocated case load for the 2019-2020 FFY is 7,080 individual participants. All participants receive in-depth nutrition assessments, nutrition counseling, and education based on their specific needs. Breastfeeding is recommended as the ideal nutrition for infants to support optimal growth and development. WIC program staff is certified to provide breastfeeding support and are used as the primary source in the community. WIC Nutritionists also works closely with healthcare providers to address the nutritional needs of infants who require therapeutic formula. Foster children and eligible children under the care of a caregiver, other than their parent, are also served.

This agreement has been reviewed and approved as to form by County Counsel.

STANDARD AGREEMENT AMENDMENT

STD 213A (Rev 6/03)

 Check here if additional pages are added: ___ Page(s)

Agreement Number 15-10087	Amendment Number A04
Registration Number:	

1. This Agreement is entered into between the State Agency and Contractor named below:

State Agency's Name

Also known as CDPH or the State

California Department of Public Health

Contractor's Name

(Also referred to as Contractor)

County of Kings2. The term of this **October 1, 2015** through **September 30, 2019**

Agreement is:



3. The maximum amount of this **\$ 6,816,172**Agreement after this amendment is: **Six Million Eight Hundred Sixteen Thousand One Hundred Seventy-Two Dollars.**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. **Purpose of amendment:** This amendment decreases the contract by \$4,000, changing the total amount to read as \$6,816,172 and also shifts funds for fiscal year 4 of the Exhibit B, Attachments I and II Budget and Detail Worksheet in order to compensate the contractor for actual expenditures invoiced.
- II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Kings		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Joe Neves, District 1 Supervisor, Chairman, Board of Supervisors		
Address 1400 W. Lacey Blvd. Hanford, CA 93230		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Jeffrey Mapes, Chief, Contracts Management Unit		
Address 1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		
		<input type="checkbox"/> Exempt per:

**Exhibit B, Attachment I A3-A4
Budget**

	Year 1	Year 2	Year 3	Year 4			Totals	Total Adj.	Totals Amendment
	10/1/2015 - 9/30/2016	10/1/2016 - 9/30/2017	10/1/2017 - 9/30/2018	10/1/2018 - 9/30/2019					
	Budget Amendment	Budget Amendment	Budget Amendment	Budget	Budget Adj.	Budget Amendment			
Personnel									
Total Salaries and Wages	925,749	909,568	957,988	944,426	(4,305)	940,121	3,737,731	(4,305)	3,733,426
Fringe Benefits	324,012	336,540	364,035	368,326	(1,679)	366,647	1,392,913	(1,679)	1,391,234
Personnel	1,249,761	1,246,108	1,322,023	1,312,752	(5,984)	1,306,768	5,130,644	(5,984)	5,124,660
Operating Expenses	Budget Amendment	Budget Amendment	Budget Amendment	Budget	Budget Adj.	Budget Amendment	Totals	Adj.	Total Amendment
Minor Equipment	-	-	-	-	-	-	-	-	-
General Office Expenses	105,114	154,017	105,002	93,612	1,792	95,404	457,745	1,792	459,537
Training	2,500	2,000	2,000	2,000	-	2,000	8,500	-	8,500
Travel	5,000	7,000	4,997	5,000	-	5,000	21,997	-	21,997
Professional Certifications	588	588	305	486	-	486	1,967	-	1,967
Outreach	-	-	-	-	-	-	-	-	-
Media/Promotion	750	-	-	-	350	350	750	350	1,100
Program Materials	-	-	-	-	500	500	-	500	500
Vehicle Maintenance	1,000	1,000	673	1,000	-	1,000	3,673	-	3,673
Audit	-	-	-	-	-	-	-	-	-
Facility Costs (See Exhibit B Attachment III for breakdown)	155,304	159,960	140,472	174,792	-	174,792	630,528	-	630,528
Operating Expenses	270,256	324,565	253,449	276,890	2,642	279,532	1,125,160	2,642	1,127,802
Major Equipment	Budget Amendment	Budget Amendment	Budget Amendment	Budget	Budget Adj.	Budget Amendment	Totals	Adj.	Total Amendment
Telephone System	-	-	-	-	-	-	-	-	-
Information Technology Equipment	-	-	-	-	-	-	-	-	-
Vehicle (s)	-	-	-	-	-	-	-	-	-
Photocopy Equipment	-	-	-	-	-	-	-	-	-
Major Equipment	-	-	-	-	-	-	-	-	-
Subcontracts	Budget Amendment	Budget Amendment	Budget Amendment	Budget	Budget Adj.	Budget Amendment	Totals	Adj.	Total Amendment
Subcontracts	-	-	-	-	-	-	-	-	-
Indirect Costs	Budget Amendment	Budget Amendment	Budget Amendment	Budget	Budget Adj.	Budget Amendment	Totals	Adj.	Total Amendment
Indirect Costs	137,473	137,071	145,422	144,402	(658)	143,744	564,368	(658)	563,710
TOTAL COSTS	1,657,490	1,707,744	1,720,894	1,734,044	(4,000)	1,730,044	6,820,172	(4,000)	6,816,172

Exhibit B Attachment II A3_A4
Detail Worksheet

Personnel	Exhibit A SOW 6.A	Exhibit A Attach I	Current Base Annual Salary Minimum	Current Base Annual Salary Amend	Current Base Annual Salary Maximum	Current Base Annual Salary Amend	Year 1		Year 2		Year 3		Year 4					Totals	Totals Adj.	Totals Amend
							10/1/2015 - 9/30/2016	Budget Amend	10/1/2016 - 9/30/2017	Budget Amend	10/1/2017 - 9/30/2018	Budget Amend	10/1/2018 - 9/30/2019		Budget	Budget Adj.	Budget Amend			
Position Title							FTE	Budget Amend	FTE	Budget Amend	FTE	Budget Amend	FTE	FTE Amend	Budget	Budget Adj.	Budget Amend			
WIC Director	1-22	1-7	68,352		85,116		1.00	80,163	1.00	76,892	1.00	83,500	1.00		85,116		85,116	325,671	-	325,671
Senior Dietitian	6,7,12,14,15	1-7	64,380		80,160		2.00	148,642	2.00	153,852	2.00	157,500	2.00		160,320		160,320	620,314	-	620,314
Registered Dietitian	6,7,12,14,15	1-7	61,260		76,272		1.00	52,420	0.65	40,670	0.50	34,029	0.00		-		-	127,119	-	127,119
Nutrition Educator	6,7,12,14,15	1-5	43,248		53,832		1.00	50,710	1.00	51,475	1.50	79,500	2.00		107,664		107,664	289,349	-	289,349
Breastfeeding Coordinator	6,7	4	43,248		53,832		1.00	50,710	1.00	51,444	1.00	41,500	1.00	0.45	45,240	(25,727)	19,513	188,894	(25,727)	163,167
Office Assistant II	12,19	3	27,624		35,088		1.50	45,706	1.50	44,838	1.50	54,295	1.00		32,386	2,702	35,088	177,225	2,702	179,927
Office Assistant III	12,18,19	3	30,516		38,748		1.00	35,090	1.00	30,981	1.00	33,500	1.00	0.70	34,150	(6,604)	27,546	133,721	(6,604)	127,117
WIC Nutrition Assistant III	7,12,14,15	1-6	32,388		41,772		8.00	290,005	8.00	297,889	8.00	298,022	9.00	9.50	360,022	28,850	388,872	1,245,938	28,850	1,274,788
WIC Nutrition Assistant II	12,14,15	1-5	29,328		37,812		4.00	127,028	4.50	132,046	3.00	105,000	3.00	2.50	87,984	(3,526)	84,458	452,058	(3,526)	448,532
WIC Nutrition Assistant I	12,14,15	1-5	26,544		34,212		2.00	45,275	1.15	29,481	2.50	71,142	1.20		31,544		31,544	177,442	-	177,442
Overtime																				
Total Salaries and Wages								925,749		909,568		957,988			944,426	(4,305)	940,121	3,737,731	(4,305)	3,733,426
Fringe Benefits							Percent	Budget Amend	Percent	Budget Amend	Percent	Budget Amend	Percent		Budget	Percent Amend	Budget Amend	Totals	Budget Adj.	Budget Amend
							35.0000%	324,012	37.0000%	336,540	38.0000%	364,035	39.0000%		368,326		366,647	1,392,913	(1,679)	1,391,234
Total Personnel								1,249,761		1,246,108		1,322,023			1,312,752		1,306,768	5,130,644	(5,984)	5,124,660
Operating Expenses	Exhibit A SOW	Exhibit A Attach I						Budget Amend		Budget Amend		Budget Amend			Budget	Budget Adj.	Budget Amend	Totals	Budget Adj.	Budget Amend
Minor Equipment	17, 18	1-9						-		-		-		-	-	-	-	-	-	-
General Office Expenses	EXA1.C, 17, 18	1-9						105,114		154,017		105,002			93,612	1,792	95,404	457,745	1,792	459,537
Training	7	1-9						2,500		2,000		2,000			2,000		2,000	8,500		8,500
Travel	8							5,000		7,000		4,997			5,000		5,000	21,997		21,997
Professional Certifications	4, 5							588		588		305			486		486	1,967		1,967
Outreach		5						-		-		-			-		-	-		-
Media/Promotion		5						750		-		-			-	350	350	750	350	1,100
Program Materials	6	1-9						-		-		-			500		500	-	500	500
Vehicle Maintenance	8, 19							1,000		1,000		673			1,000		1,000	3,673		3,673
Audit	9, 10, 12-14							-		-		-			-		-	-		-
Facility Costs (See Exhibit B Attach III for breakdown)								-		-		-			-		-	-		-
Facility Costs	11							155,304		159,960		140,472			174,792		174,792	630,528		630,528
Total Operating Expenses								270,256		324,565		253,449			276,890	2,642	279,532	1,125,160	2,642	1,127,802
Major Equipment (unit cost must be \$5,000 or more)	Exhibit A SOW	Exhibit A Attach I						Budget Amend		Budget Amend		Budget Amend			Budget	Budget Adj.	Budget Amend	Totals	Budget Adj.	Budget Amend
Telephone System	17	1-9						-		-		-			-		-	-	-	-
Information Technology Equipment	17, 18, 20, 21	1-9						-		-		-			-		-	-	-	-
Vehicle (s)	8, 17, 18, 19							-		-		-			-		-	-	-	-
Photocopy Equipment	6, 17, 18							-		-		-			-		-	-	-	-
Total Major Equipment								-		-		-			-		-	-	-	-
Subcontracts	Exhibit A SOW	Exhibit A Attach I						Budget Amend		Budget Amend		Budget Amend			Budget	Budget Adj.	Budget Amend	Totals	Budget Adj.	Budget Amend
Total Subcontracts								-		-		-			-		-	-	-	-
Total Indirect Costs							Percent	Budget Amend	Percent	Budget Amend	Percent	Budget Amend	Percent		Budget	Percent Amend	Budget Amend	Totals	Budget Adj.	Budget Amend
							% of Total Personnel Costs	11.0000%	137,473	11.0000%	137,071	11.0000%	145,422	11.0000%	144,402		143,744	564,368	(658)	563,710
Total Costs								1,657,490		1,707,744		1,720,894			1,734,044	(4,000)	1,730,044	6,820,172	(4,000)	6,816,172
								1,657,490.00		1,707,744.00		1,720,894.00			1,730,044.00		1,730,044.00	6,820,172	(4,000)	6,816,172
								-		-		-			(4,000.00)		(4,000.00)	-	-	-
								0		0		0			0		0	6,820,172	(4,000)	6,816,172

- ① Bilingual - Positions that receive Bilingual pay will show a higher salary. Justification will be kept on file with the original contract.
- ② Longevity, Retention, Differential and COLA - Positions that receive these compensations will show a higher salary. Justification and Union Contract will be kept on file with the original contract.
- ③ Overtime - Is budgeted for up to a 3% increase for each year.
- ④ Fringe Benefits - Any fringe benefit Years 1-4 that exceeds 50% will need a written justification.
- ⑤ General Office Expenses - Effective this year, pursuant to new OMB rules, Minor Equipment, and General Office Expenses, will include Desks, Computers, Chairs, Tables, Modular furniture, Monitors and printers
- ⑥ Vehicle Maintenance - maintenance over \$500 will need CDPH/WIC Division approval.
- ⑦ Facility Costs - Includes Rent, Janitorial, Security, Maintenance and Utilities
- ⑧ Major Equipment - Refer to Exhibit D(F) page 3, Paragraph 3 for instructions; Vehicle(S)-Will be used for Facility Site Visits, Conferences, Trainings, and Outreach. **Unit cost must be \$5,000 or more.**
- ⑨ Subcontractors - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter TBD and list of services to be provided.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	



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 25, 2019

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: REPORT OF PRISON INMATE WELFARE FUND FOR FISCAL YEAR 2017-2018

SUMMARY:

Overview:

The Kings County Sheriff's Office is presenting the Prison Inmate Welfare Fund report of revenue and expenditures for Fiscal Year 2017-2018.

**Recommendation:
Information Only**

**Fiscal Impact:
None**

BACKGROUND:

The California Penal Code Section 4025 provides for the administration of a Prison Inmate Welfare Fund (PIWF) and requires an annual itemized report of expenditures to the Board of Supervisors regarding expenditures, a summary of activities, and various educational programs. Detailed in the report are the sources of revenue and the expenses for the PIWF fiscal year 2017-2018.

The full report for fiscal year 2017-2018 is attached.

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.



OFFICE OF
SHERIFF
COUNTY OF KINGS

MEMORANDUM

TO: Dave Robinson, Sheriff

FROM: Cassandra Bakker, Fiscal Analyst

DATE: 6/18/19

SUBJECT: Prison Inmate Welfare Fund (PIWF) 0060 Report of Revenue & Expenditures for Fiscal Year 2017-2018

The California Penal Code Section 4025 provides for the administration of a Prison Inmate Welfare Fund (PIWF) and requires an annual itemized report of expenditures to the Board of Supervisors regarding expenditures, a summary of activities, and various educational programs. Detailed in this report are the sources of revenue and the expenses for the PIWF fiscal year 2017-2018.

The beginning balance for the PIWF was \$541,183.70. Revenues of \$375,315.33 were received during the 2017-2018 fiscal year, with the largest source of revenue from inmate telephone time sales by Inmate Calling Solutions (ICS). The expenses for the fiscal year 2017-2018 totaled \$196,321.69, which leaves a remaining balance of \$717,177.34 in the fund.

REVENUES

The revenues for the PIWF come from the following sources: interest, rents and concessions, and other revenue. Interest is accrued quarterly and applied to the fund. Inmate telephone time sales from Inmate Calling Solutions (ICS) is reflected in the revenue line of rents and concessions. Other revenue comes from commissary sales, inmate program proceeds, and educational reimbursements.

EXPENSES

The expenses for PIWF are specifically for the benefit, education, recreation, and/or welfare of the inmates as required by Penal Code Section 4025. The expenses for fiscal year 2017-2018 for the PIWF are categorized as:

- Salaries and Benefits
 - One full-time equivalent (F.T.E.) Detentions Technician is assigned to Inmate Commissary and is fully responsible for collecting and reconciling commissary accounts, tabulating the list of diabetic and vegan inmates for commissary, verifying the availability of funds for inmates receiving welfare, and verifying booking packets and tablet transactions against the Jail's Spillman database for accuracy. The Detentions Technician also submits the claim for commissary payments to Canteen of Fresno. She also does all purchasing of inmate related supplies and inmate recreational equipment.
 - One Technical Reserve Chaplain serves the inmates with spiritual guidance approximately 29 hours/week and 119 hours/month.
- Communication Expenses
 - These expenses include the Dish Network service which is the inmates television provider and the mobile device service from At&T Mobility for the Jail's Chaplain.
- Legal/Law Library Expenses
 - These expenses are incurred to maintain the inmate's law library. Services include software and online legal document access through Touch Legal.
- Recreational Expenses
 - These expenses are for recreational equipment for the inmates use in the dayroom areas. Bob Barker is the main vendor for recreational equipment which include: basketballs, board games, card games, handball, some exercise equipment and ping pong paddles and balls.
- Educational Services
 - Hanford Joint Union School District provides the education services offered in the PIWF educational program. A portion of these expenses are reimbursed annually.
- Miscellaneous Expenses
 - These expenses include postage from the United States Postal Service, transportation passes, and school supplies from vendors such as Wal-Mart, Staples, or Big Lots. Miscellaneous expenses also includes commissary related items, religious materials/books, haircuts, basic toiletry items and local newspapers.

PRISON INMATE WELFARE PROGRAMS

The goal of the Prison Inmate Welfare Fund programs is to offer accessible options for inmates wanting to change their thinking and behavior and provide them with opportunities to restructure and redirect their lives. The current programs include educational, vocational, and spiritual programs. Each week PIWF programs provide approximately 80-90 hours of program opportunities which is an increase of 20-30 hours per week over the previous fiscal year.

- Education programs: Hanford Joint Union School District's Adult School provides General Education Development (GED) at the main jail. This program is offered in a classroom setting and independent study. The classroom sessions are Tuesday and Thursday from 7:00 PM to 8:30 PM. Independent study materials are distributed and collected weekly at the jail.
- Vocational programs: These programs allow inmates to develop occupational skills for future employment. Inmate workers are assigned various duties and perform jobs that include landscaping, painting, auto-detailing, care and welfare of animals, and minor repair work in County departments such as Animal Services, the Sheriff's Office, the Parks Department, or Public Works. There are also additional program opportunities for inmates in regards to Sewing/Crochetting, crafts such as holiday wreaths, boot shine programs, farming programs, and life skills programming.
- Spiritual programs: The Chaplain provides up to 29 hours per week of direct service to minister to the needs of the inmates. The Chaplain is also on-call for emergency services such as notifying inmates of family related emergencies.

REVENUE FY 17-18	Interest	Rents & Concessions	Other Revenue	Combined Revenue
Beginning Balance as of 7/1/17				\$541,183.70
July		\$12,199.13	\$7,112.12	\$19,311.25
August		\$12,619.10	\$10,826.91	\$23,446.01
September	\$1,577.07	\$12,741.13	\$58,395.54	\$72,713.74
October		\$12,643.10	\$7,826.98	\$20,470.08
November		\$12,099.72	\$6,558.88	\$18,658.60
December	\$1,864.65	\$11,878.69	\$6,177.04	\$19,920.38
January		\$12,732.64	\$10,784.26	\$23,516.90
February		\$21,113.45	\$9,487.38	\$30,600.83
March	\$2,141.51	\$24,224.83	\$14,135.93	\$40,502.27
April		\$22,262.61	\$9,679.56	\$31,942.17
May		\$23,211.68	\$14,218.07	\$37,429.75
June	\$2,883.51	\$22,260.42	\$11,659.42	\$36,803.35
FY 17-18 Revenues	\$8,466.74	\$199,986.50	\$166,862.09	\$375,315.33

FY 17-18 Expenses	Salaries & Benefits	Communications	Legal/Law Library	Recreational/Program Supplies/ Educational	Miscellaneous
	\$110,483.87	\$6,423.41	\$13,898.24	\$67,195.06	\$1,321.11

FY 17-18 Total Combined Expenses*: \$199,321.69

*\$50,062.34 of educational expenses were paid for FY17/18 but invoice was not received until FY18/19 from Hanford Joint Union High School District.

FY 17-18 Year End Balance: \$717,177.34



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 25, 2019

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: AGREEMENT WITH BURNHAM BENEFITS FOR EMPLOYEE BENEFITS –
BROKER OR RECORD

SUMMARY:

Overview:

The County's self-funded health plan requires Employee Benefit brokerage services. The Health Insurance Advisory Committee met on June 4, 2019 and voted unanimously to change from Gallagher Benefits to Burnham Benefits, effective June 25, 2019. The Health Insurance Advisory Committee recommends that your Board approve the agreements with Burnham Benefits.

Recommendation:

Authorize the Chairman to sign an agreement with Burnham Benefits for employee benefits – Broker of Record Services.

Fiscal Impact:

There is no change to the current administrative costs for Broker services currently being paid, which is 1.5% of the plan cost paid by the County for Health Plan Benefits. Plan costs include insured premiums, claims, reserves, administrative expenses, provider access fees, and other ancillary charges that are directly associated with the County's self-insured Health Plan Benefits. These costs will be paid for out of the Health Insurance Fund, which is funded by both the employees and the County.

BACKGROUND:

The Health Insurance Advisory Committee voted unanimously to change from Gallagher Benefits Services to Burnham Benefits. Recently, Gallagher Benefit Services has restructured its operation and has expanded globally, which does not conform to Kings County's needs. This Agreement will provide the following services on behalf of Kings County's self-funded health plan: Broker will perform a full range of benefit program

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH BURNHAM BENEFITS FOR EMPLOYEE BENEFITS – BROKER OF RECORD

June 25, 2019

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services related to acquisition, implementation, maintenance, communication and improvement of the County's employee health and welfare insurance benefits for its medical, prescription, dental, vision, life, disability, wellness, and employee assistance benefits provided to its employees. The agreement will commence June 25, 2019 through June 24, 2023.

**AGREEMENT BETWEEN THE COUNTY OF KINGS
AND BURNHAM BENEFITS FOR HEALTH
PLAN BENEFIT SERVICES**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2019, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Burnham Benefits, an Insurance Brokerage (hereinafter “Contractor”).

R E C I T A L S

WHEREAS, COUNTY is permissibly self-insured for purposes of the administration and management of its Health Insurance Benefits; and

WHEREAS, County desires Broker services for its medical, prescription, dental, vision, life, disability, wellness, and employee assistance benefits provided to its employees, hereinafter referred to as “Health Plan Benefits”; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

County hereby engages Contractor and Contractor shall do, perform, and carry out a full range of benefit program services related to acquisition, implementation, maintenance, communication and improvement of the County’s medical, prescription, dental, vision, life, disability, wellness and employee assistance benefits provided to its employees as follows:

A. Broker Services

- i. Represent the County in all negotiations with providers on issues related to premiums, service, benefits levels, plan design, special terms and conditions.
- ii. Annual review and report of employee benefits programs for quality and adequacy of benefits provided, cost effectiveness, competitiveness, and plan administration and recommendations concerning any changes in terms, conditions and limits.
- iii. Review and resolution of issues concerning insurance policies, certificates of insurance and other documents relating to employee benefits.
- iv. Provide estimates of renewal rates and cost trends and assistance to County staff in preparation of budget figures.
- v. Monitor and provide experience trends reports and special studies and reports as requested by County.
- vi. Assist with ongoing plan administration and ensure that programs are in compliance with State and Federal legislation.

- vii. Monitor, analyze and report monthly claim experience, identifying trends and changes in large claims activity monthly.
- viii. Advise on compliance and provide alerts on changing benefit issues and experience trends.

B. Benefit Design Services

- i. Identify and analyze alternative benefit strategies and plans. Assist in the development of long range goals and strategies for the employee benefits program.
- ii. Assist in fully implementing the County's existing technologies to support on-line enrollments, changes and employee education.
- iii. Provide an initial in-depth review of the County's existing health insurance programs and assist in the development of long-range plans and financial, operational and utilization goals. Provide an annual assessment as to whether long-term objectives are being met.
- iv. Review and analyze vendor documents, including but not limited to contracts, policies and coverage booklets, provide interpretations and recommendations.
- v. Conduct annual strategic sessions with vendors to discuss performance, opportunities and updates.
- vi. Provide general guidance on trends in benefits offered and eligibility requirements.

C. Benefits Communications

- i. Attend regular meetings with, prepare and present reports to employee groups to advise members of plan options, market trends, realities, products, audits and renewals, etc.
- ii. Attend ongoing meetings with County staff to implement changes and updates. Certain times of the year meetings may be more frequent to provide information on the status of negotiations with benefit providers or other related groups.
- iii. Attend meetings with the greater employee population for the purpose of providing information and answering questions.
- iv. Recommend and assist County staff in developing enhancements and improvement of benefit communications for active employees.
- v. Provide basic plan for distribution of benefits information materials to employees including materials for use at employee orientations and other training sessions, at informational staff meetings to keep employees informed of existing and changing services; and related to employee's benefits programs, (i.e. booklets, benefits summary, rate sheet summary) designed to increase the employee's awareness of benefits plan options based upon bargaining unit.

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

In consideration for services rendered under this Agreement, Contractor shall receive one point five percent (1.5%) of the plan cost paid by the County for Health Plan Benefits for performance of all the services described above during the term of this Agreement. Plan costs include insured premiums, claims, reserves, administrative expenses, provider access fees, and other ancillary charges that are directly associated with the County's insured/self insured Health Plan Benefits. Payment by the County shall be made monthly to the Contractor though direct payment from insurance providers based on the monthly invoices received by the County from said insurance providers. Consultant shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement.

The Contractor shall not accept directly or indirectly anything of value as consideration or as a gift for services rendered pursuant to this Agreement, except for the compensation from the County received under this Agreement. The Contractor shall neither charge nor receive any fee, override, payment, gift or anything of value directly or indirectly from any person, corporation, or business establishment of any kind for services rendered pursuant to or related to this Agreement; provided, however, attendance at insurance industry conferences or other meetings fully or partially funded by industry vendors is not a violation of this provision provided that the Contractor discloses such conferences and meetings to the person designated by the County under paragraph 7, below, to administer this Agreement.

The Contractor has some "additional commission" agreements in place with national carriers/providers. Additional commissions have no contingent requirements and do not impact specific case level rates and premiums. The Contractor must request the additional commission approval from the County should this apply. Approval must be in advance of receipt of any additional commission.

4. TERM

This Agreement shall be in full force and effect for four (4) years and shall commence on June 25, 2019 and shall terminate on June 24, 2023 unless otherwise terminated in accordance with its terms. This Agreement may be extended for an additional term by mutual consent of the parties.

5. RECORDS AND INSPECTIONS

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

6. AMENDMENTS

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

7. ADMINISTRATION OF AGREEMENT

County shall designate an employee or agent to administer this Agreement. Said designee shall ensure the enforcement of the terms of this Agreement.

8. 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 one-hundred and eighty (180) calendar day's 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 fifteen (15) working days to cure the breach. If the breach is not remedied within that fifteen (15) 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 any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

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

9. INSURANCE

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

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against County.

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

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

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

10. INDEMNIFICATION

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission, fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

D. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault or negligence occurring during this Agreement or any extension of this Agreement. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

11. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and is not an officer, employee, agent or principal of the County. The Contractor is, and shall at all times be deemed, independent and shall be wholly responsible for the manner in which it performs the services required by this Agreement. The Contractor exclusively assumes the responsibility for the acts of its officers, employees and agents as they relate to the services to be provided during the course and scope of their employment. The Contractor, its officers, agents and employees, shall not be entitled to any rights or privileges of officers, agents or employees of the County and shall not be considered in any manner to be an employee of the County.

12. COMPLIANCE WITH LAW

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

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

13. CONFIDENTIALITY

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

14. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

15. NONDISCRIMINATION

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

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

16. SUBCONTRACTORS

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

17. ASSIGNMENT

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

18. UNFORESEEN CIRCUMSTANCES

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

19. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County’s reuse of any such materials on any project other than the project for which they were originally intended shall be at County’s sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

20. NOTICE

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

COUNTY:

SANDE HUDDLESTON
RISK MANAGER
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:

BURNHAM BENEFITS INSURANCE SERVICES
2211 MICHELSON DRIVE, SUITE 1200
IRVINE, CA 92612

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

21. CHOICE OF LAW

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

22. 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.

23. SURVIVAL

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

24. 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.

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

This Agreement, including its 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.

The parties agree that each party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

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

26. AUTHORITY

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

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

COUNTY OF KINGS

BURNHAM BENEFITS

By: _____
Joe Neves, Chairman

By: _____

ATTEST:

Approved and Endorsements Received:

By: _____
Catherine Venturella
Clerk of the Board of Supervisors

By: _____
Sande Huddleston, Risk Manager

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

By: _____
Diane Freeman, Deputy County Counsel

Exhibits/Attachments:
Exhibit A: HIPAA BUSINESS ASSOCIATE AGREEMENT

Exhibit A
HIPAA Business Associate Agreement

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 Burnham Benefits for Health Plan Benefit Services (“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, Burnham Benefits for Health Plan Benefit Services (“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.

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 seventy-two (72) hours***

of the discovery, to notify the County:

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

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

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

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

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

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

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

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

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

IV. Obligations of County.

County agrees to:

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

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

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

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

VI. Termination.

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

1) Provide an opportunity for Business Associate to cure the breach or end the

violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

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

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

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

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

VII. Miscellaneous Provisions.

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

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

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

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

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

F. **Removable Media Devices.** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

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

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release.

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

or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

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

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

II. System Security Controls.

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

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. **Business Continuity / Disaster Recovery Controls.**

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

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

V. **Paper Document Controls.**

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

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

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2019

SUBMITTED BY: Health Department – Edward Hill/Scott Waite

SUBJECT: FIRST 5 CHILDREN & FAMILIES COMMISSION REPORT FOR JUNE 2019
SUMMARY:

Overview:

This report is to inform the Board of Supervisors regarding actions taken by the First 5 Kings County Children and Families Commission at its June 4, 2019 meeting. These decisions affect the First 5 Kings County Program supervised by the Kings County Department of Public Health.

Recommendation:

Inform your Board regarding actions taken by the First 5 Kings County Children and Families Commission at its June 4, 2019 meeting.

Fiscal Impact:

None.

BACKGROUND:

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

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

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FIRST 5 CHILDREN & FAMILIES COMMISSION REPORT FOR JUNE 2019

June 25, 2019

Page 2 of 2

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

Section 130140, subdivision a(1)(B) of the Health and Safety Code establishes that the county ordinance, 609.4 adopted February 25, 2014 in Kings County, contain a provision regarding “any other matter that the board of supervisors deems necessary or convenient for the conduct of the county commission’s activities.” Thus, it is appropriate for the Board of Supervisors to receive reports on the Commission’s actions.



First 5 Kings County Children and Families Commission held its meeting on June 4, 2019. At this meeting the following actions took place and reports were made.

- (1) The Commission reviewed and approved the following schedule for the First 5 Kings County Children and Families Commission for FY 19/20, all meetings are held at the Kings County Board of Supervisors Chambers.
 - August 6, 2019 3:00 PM
 - October 8, 2019 3:00 PM
 - December 3, 2019 3:00 PM
 - February 4, 2020 3:00 PM
 - April 7, 2020 3:00 PM
 - June 2, 2020 3:00 PM
- (2) The Commission reviewed and approved the following contract consistent with the 2015 to 2020 Strategic and Fiscal Plan adopted by the Commission on December 2018.
 - Kings United Way - 211
- (3) The Commission discussed the make-up of the commission to determine if the structure meets the needs and intent of the Proposition 10 legislation. The commission requested staff and council edit the ordinance to remove one at-large position and the Superintendent of Schools at Kings County Office of Education the conflict of interest on the Commission. Additionally the Commission recommended that Todd Barlow fill the remaining at-large position until a new Commissioner without a conflict of interest can be identified.
- (4) The Commission held a study session that report out on the all grantee convening that took place in May 2019. This convening covered declining revenue, opportunities for collaboration, impact of diminished funds to service levels, and future strategic planning. The Commission gave direction regarding the upcoming strategic planning process to staff.
- (5) The Commission reviewed a quarterly update regarding the projects funded by First 5 Kings. All funded projects have made satisfactory progress through this point in the grant term.
- (6) Staff from the United Cerebral Palsy of Central California made a presentation on the First 5 funded projects in Kings County. This includes the Parent & Me program and Special Needs project funded under the 2015-2020 Strategic Plan.
- (7) April 2019 Fiscal Report – currently the First 5 Kings County Children and Families Commission has expended 87% of the total budget and 2.80% of total

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

- (8) The next meeting will be held August 6, 2019 at 3:00 PM in the Kings County Board of Supervisors Chambers located at once 1400 W. Lacey Blvd. Hanford, CA 93230.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 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 counsel 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 25, 2019

SUBMITTED BY: County Counsel – David Prentice/Juliana Gmur

SUBJECT: AN INTERIM URGENCY ORDINANCE REQUIRING PERMITTING AND
REGISTRATION FOR HEMP CULTIVATION

SUMMARY:

Overview:

An amendment to Chapter 14 of the Code of Ordinances, County of Kings, to add Article XI as an interim urgency ordinance regarding the registration and permitting of the cultivation of hemp in the County of Kings.

Recommendation:

Introduce and waive the reading of the Ordinance adding Article XI to Chapter 14 of the County Code of Ordinances regarding the permitting and registration of hemp cultivation and adopt as presented.

Fiscal Impact:

Unknown.

BACKGROUND:

Under Article XI, section 7, of the California Constitution, the County of Kings (“County”) may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens. Under Section 25123, subdivision (d), of the Government Code, the Board of Supervisors may pass an ordinance that is effective immediately if necessary to preserve the public peace, health, or safety.

In September 2018, the California Legislature enacted legislation changing the definition of industrial hemp and

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AN INTERIM URGENCY ORDINANCE REQUIRING PERMITTING AND REGISTRATION FOR HEMP CULTIVATION

June 25, 2019

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removing growing restrictions. The Legislature found: “By removing limitations on the manner in which industrial hemp may be grown and the uses for which it may be grown, this act removes barriers to the growth of industrial hemp as an agricultural product, and for agricultural or academic research.” The bill, however, did not address product safety or testing requirements directly, but instead authorized the California Department of Food and Agriculture (CDFA) to establish regulations and agricultural pilot programs consistent with Federal law. While the CDFA has adopted regulations to set the state registration fee and to address approved seed cultivars, it has yet to adopt any regulations concerning agricultural pilot programs, product safety, or testing.

In December 2018, the President signed into law the 2018 Federal Farm Bill, which removed industrial hemp from the federal list of controlled substances, authorized the U.S. Department of Agriculture to create quality control standards for hemp production, and gave states the ability to adopt their own state plans to exercise primary regulatory authority over the production of hemp.

In late May 2019, the CDFA proposed emergency regulations to establish timeframes, procedures, methods, and confirmation for sampling, laboratory testing, and destruction of industrial hemp cultivation. In its submission, the CDFA declared that the absence of hemp regulations constituted an emergency and immediate action was necessary to prevent serious harm to the general welfare of the citizens of California. CDFA also found a pressing need for the swift establishment of regulations to prevent delay of the first industrial hemp harvest.

The CDFA’s proposed regulations regarding sampling, laboratory testing, and destruction of industrial hemp are not currently operative. Until they are approved, the required sampling, testing, and destruction cannot take place absent the promulgation of local regulation. Such local regulation is also necessary to limit the location of hemp plants to reduce the spread of mites and other insects to nearby crops and address the concerns of residents, including concerns about public safety, odors, increased traffic, and declination in property values and air quality. Finally, the limitation on the amount of land that may be used to cultivate hemp for research or educational purposes is reasonable and necessary to protect the public’s health, safety, and welfare, and prevent abuse of the County’s registration and permitting requirements.

The Kings County Agricultural Commissioner-Sealer reported that the hemp growing season is soon to be underway with most planting expected to occur within the next two to three weeks. While there are no known hemp plants in the ground as of June 20, 2019, at least two growers have disclosed their plans to plant between June 21 and 23, 2019. Any delay in adopting an ordinance to address the cultivation of hemp will therefore hamper enforcement efforts, place growers who planted early in an untenable position, and leave the citizens of the County without the reasonable protections afforded to them by the County’s registration and permitting requirements.

The cultivation of hemp prior to the adoption of reasonable regulations is harmful to the public peace, the health, safety, and welfare of residents, creates a public nuisance, and threatens the safety of nearby crops.

For these reasons, an urgency interim ordinance is necessary. This ordinance will allow the County to permit, monitor, and inspect the cultivation of hemp in the county and fill the regulatory gap, obtain information about

Agenda Item

AN INTERIM URGENCY ORDINANCE REQUIRING PERMITTING AND REGISTRATION FOR HEMP CULTIVATION

June 25, 2019

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the crop for future uses, and recover its costs. The ordinance will terminate on December 31, 2020, unless amended or earlier repealed.

ORDINANCE NO. _____

AN INTERIM URGENCY ORDINANCE REQUIRING
PERMITTING AND REGISTRATION
FOR HEMP CULTIVATION

The Board of Supervisors of the County of Kings, State of California, ordains as follows:

Section 1: Findings and Declarations.

The Board of Supervisors makes the following findings in support of the enactment of this ordinance:

A. Pursuant to Article XI, section 7, of the California Constitution, the County of Kings (“County”) may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens.

B. Pursuant to Section 25123, subdivision (d), of the Government Code, the Board of Supervisors may pass an ordinance that is effective immediately if necessary to preserve the public peace, health, or safety.

C. The Board of Supervisors finds that this ordinance is necessary for the preservation of the public peace, health, and safety based upon the following facts:

1. In September 2018, SB 1409 was enacted in which the definition of industrial hemp in Section 11018.5, subdivision (a), of the Health and Safety Code was amended deleting the reference to its being a crop for fiber or oilseed production. Section 81006 of the Food and Agricultural Code was also amended to its current form, including amendment of to remove requirement for dense planting and restrictions against pruning, tending, or culling. SB 1409 included the finding: “By removing limitations on the manner in which industrial hemp may be grown and the uses for which it may be grown, this act removes barriers to the growth of industrial hemp as an agricultural product, and for agricultural or academic research.” The bill, however, did not address the product safety or testing requirements of other law regarding cannabis products. Under Section 81007 of the Food and Agricultural Code, the California Department of Food and Agriculture (CDFA) is authorized to establish by regulation an agricultural pilot program pursuant to Section 7606 of the federal Agricultural Act of 2014, as codified at Section 5940, title 7, U.S. Codes. The CDFA has not yet adopted regulations to participate in, or promote, research projects recognized by federal law.

2. In December 2018, the President signed into law the 2018 Federal Farm Bill, H.R. 2, P.L. 115-334, which removed industrial hemp from the federal list of controlled substances, authorized the U.S. Department of Agriculture to create quality control standards for hemp production, and gave states the ability to adopt their own state plans to exercise

primary regulatory authority over the production of hemp within the state. The state plan may include a reference to a law of the state regulating the production of hemp, to the extent said law is consistent with federal law.

3. Under Section 81006, subdivisions (d)(3) and (5), of the Food and Agricultural Code, the CDFA is required to establish regulations for sampling procedures and approved laboratories for sample testing of all hemp crops no more than 30 days before harvest.

4. In late May 2019, the CDFA proposed emergency regulations to establish timeframes, procedures, methods, and confirmation for industrial hemp sampling, laboratory testing, and destruction for industrial hemp cultivation. In its submission, the CDFA declared that the absence of hemp regulations constituted an emergency and immediate action was necessary to prevent serious harm to the general welfare of the citizens of California.

5. CDFA found a pressing need for the swift establishment of regulations to prevent delay of the first industrial hemp harvest, which could occur as early as June 2019. Based on its calculations, the absence of regulation could result in a potential direct loss of over \$43,000,000 to California farmers.

6. The CDFA's proposed regulations are not currently operative. Until they are approved, the required sampling, testing, and destruction cannot take place absent the promulgation of local regulation.

7. Industrial hemp strains grown for their cannabidiol (CBD) oil properties are indistinguishable from the high THC cannabis strains used for medicinal and recreational purposes. Permitting hemp cultivation without a limitation on the acreage and location of hemp plants may lead to the same type of odor and public safety issues facing cannabis operations in counties allowing the cultivation of cannabis.

8. Hemp can serve as a host to mites and other insects. At this time, there are no pesticides registered for hemp that specifically address such mites or other insects. The pesticides that have been approved for hemp are not always effective, which allows for such insects to move to nearby crops. The cultivation of hemp prior to the adoption of reasonable regulations is therefore harmful to the welfare of residents, creates a public nuisance, and threatens the safety and viability of nearby crops.

9. A limitation of one (1) acre on the amount of land that may be used to cultivate hemp for research or educational purposes, whether grown by an established agricultural research institution or any other individual or entity, is reasonable and necessary to protect the public's health, safety, and welfare and prevent abuse of the County's registration and permitting requirements.

10. The Kings County Agricultural Commissioner-Sealer reported that the hemp growing season is soon to be underway with most planting expected to occur within the next two to three weeks. While there are no hemp plants in the ground as of June 20, 2019, at least two growers have made known their plans to plant between June 21 and 23, 2019. Any

delay in adopting an ordinance addressing the cultivation of hemp will hamper enforcement efforts, place growers who planted early in an untenable position, and leave the citizens of the County without the reasonable protections afforded them by the County's registration and permitting requirements.

11. At the June 18, 2019, Kings County Board of Supervisors meeting, five County residents addressed the Board regarding their concerns for the proximity of their residential properties to unregulated cultivation of hemp. Their concerns included safety, odors, increased traffic, and declination in property values and air quality. The cultivation of hemp is a matter of concern for the residents of the County, thereby necessitating an ordinance for the preservation of the public peace, health, and safety.

Section 2: Article XI of Chapter 14, attached hereto and incorporated herein by reference, is hereby added to the Kings County Code of Ordinances.

Section 3: Article XI of Chapter 14 shall remain in effect until December 31, 2020, unless otherwise amended or repealed.

Section 4. This ordinance shall take effect immediately following its adoption by four-fifths of the Board of Supervisors and, before the expiration of fifteen (15) days after its passage, shall be published once with the names of the members of the Board of Supervisors voting for and against the same in the Hanford Sentinel, a newspaper of general circulation 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 25, 2019, and adopted at a meeting held on June 25, 2019, by the following vote:

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

Joe Neves, Chairman 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.

Clerk of said Board of Supervisors

ARTICLE XI. CULTIVATION OF HEMP

Sections:

14-190	Purpose
14-191	Authority
14-192	Definitions
14-193	Establishment and promulgation of County regulations
14-194	Hemp cultivation registration and permit required
14-195	Requirements for registration and issuance of a permit
14-196	Terms and conditions of permits
14-197	Limitation on the County's liability
14-198	Violations declared a public nuisance
14-199	Each violation is a separate offense
14-200	Severability

14-190 Purpose.

It is the purpose and intent of this article to implement an urgent interim program to regulate the cultivation of hemp in a responsible manner in order to protect the health, safety, and welfare of the residents of the County of Kings and enforce rules and regulations consistent with state law. It is further the purpose and intent of this article to require all persons cultivating hemp to register and obtain a permit to operate within the County of Kings. Nothing in this article is intended to authorize the cultivation of hemp for purposes that violate state or federal law. The provisions of this article are in addition to any other permits, licenses, and approvals, which may be required to conduct activity in the county. The provisions of this article shall expire on December 31, 2020.

14-191 Authority.

Pursuant to Section 7 of Article XI of the California Constitution, the County of Kings is authorized to adopt ordinances that establish standards, requirements, and regulations for the permitting of hemp cultivation. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the State of California, or any of its departments or divisions, shall be the minimum standards applicable in the County of Kings to all hemp cultivation.

14-192 Definitions.

When used in this article, the following words shall have the meaning ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

- A. "Hemp cultivation" means any activity involving the planting,

growing, harvesting, drying, curing, grading, or trimming of hemp, including activities carried out by seed breeders or by established agricultural research institutions for research or educational purposes.

B. “Hemp” has the same meaning as in Section 11018.5 of the Health and Safety Code.

C. “Seed breeder” has the same meaning as in Section 81000 of the Food and Agricultural Code.

D. “Established agricultural research institution” has the same meaning as in Section 81000 of the Food and Agricultural Code.

E. “Person” includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, activity trust, receiver, syndicate, or any other group or combination acting as a unit, in the plural as well as the singular.

F. “Sensitive Receptor” includes any church, child daycare, school, youth oriented facility, and Residential Zone Districts established by the Kings County Development Code.

14-193 Establishment and promulgation of county regulations.

A. In addition to any regulations adopted by the Board of Supervisors by resolution, the Agricultural Commissioner-Sealer, or his designee, is authorized to establish additional rules, regulations, or standards governing the issuance or denial of hemp permits, the ongoing operation of hemp cultivation, and the county’s monitoring and inspection activities if the Agricultural Commissioner-Sealer determines the rule, regulation, or standard is necessary to carry out the purposes of this article.

B. Regulations issued by the Agricultural Commissioner-Sealer shall be published on the county’s website. A copy of the regulations established by the Agricultural Commissioner-Sealer shall be filed with the clerk of the board.

C. Regulations promulgated by the Agricultural Commissioner-Sealer shall become effective upon the date of publication.

14-194 Hemp cultivation registration and permit required.

Except as authorized in this article, no person shall cultivate hemp in the unincorporated area of the County of Kings without first registering and obtaining a permit to cultivate as provided in this article. A permit issued under this article does not grant any interest in real property or create any interest of value and is not transferable.

14-195 Requirements for registration and issuance of a permit.

Prior to the cultivation of hemp in the unincorporated area of the county, the following requirements shall be met:

A. Applicants shall demonstrate that they meet the standards established in the application requirements or further amendments thereof as established by the Agricultural Commissioner-Sealer. A person may be issued only one hemp cultivation permit.

B. Applicants must be the deed holder of the land upon which hemp is to be cultivated.

C. The land upon which hemp is to be cultivated must be located in General Agricultural Zone Districts (AG-20, AG-40), must have a minimum of one-half a mile set back from any Sensitive Receptor, and must be located outside of a Local Agency Formation Commission (LAFCO) Sphere of Influence.

D. Applicants shall provide all information as set forth in Section 81003, subdivision (a), of the Food and Agricultural Code.

E. Applicants shall pay the state registration fee as set forth in Section 4900, title 3, of the California Code of Regulations.

F. All applications for hemp cultivation registration and permits shall be submitted to the Agricultural Commissioner-Sealer. Applicants shall be responsible for the actual costs, including, but not limited to, the costs of staff time, associated with processing a registration and permit for hemp cultivation.

14-196 Terms and Conditions of Permits.

Permit holders shall comply with the following terms and conditions:

A. Hemp cultivation for research or educational purposes shall be limited to a total of one (1) acre within the County of Kings.

B. On-site processing of hemp is prohibited. For purposes of this section, on-site processing does not include those general agricultural cultivation practices as defined in Section 14-192, subsection A, above.

C. In order to maintain the public health, safety, and welfare, permit holders shall allow monitoring and inspection of any hemp cultivation site by drones operated by the Kings County Sheriff's Office or any other department of the County of Kings. Permit holders shall be responsible for payment of the actual costs, including, but not limited to, the costs of staff time, for monitoring and inspection activities.

D. Hemp cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.

E. Hemp cultivation shall be in compliance with all state and local laws and regulations, including, but not limited to, any rules, regulations or standards adopted by the Agricultural Commissioner-Sealer.

F. Each registration and permit issued pursuant to this article shall expire on December 31, 2020.

14-197 Limitations on county's liability.

To the fullest extent permitted by law, the County of Kings shall not assume any liability whatsoever with respect to having registered and issued a permit to cultivate hemp pursuant to this article or otherwise approving the operation of any hemp cultivation.

14-198 Violations declared a public nuisance.

Each and every violation of the provisions of this article is hereby deemed unlawful and a public nuisance.

14-199 Each violation is a separate offense.

Each and every violation of this article shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Code of Ordinances of the County of Kings.

14-200 Severability.

The provisions of this article are hereby declared to be severable. If any provision, clause, word, sentence, or paragraph of this article or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this article.



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 25, 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. This ordinance was introduced at the Kings County Board of Supervisors meeting on June 18, 2019.

Recommendation:

Adopt an ordinance establishing booking fees for Fiscal Year 2019-2020, and waive the 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

(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 25, 2019

Page 2 of 2

arrested by peace officers and brought to the County jail for booking or detention. Since 1999, there have been 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.

This Ordinance was introduced by your Board on June 18, 2019.

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

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.

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 25, 2019

SUBMITTED BY: Human Resources – Leslie McCormick Wilson/Carolyn Leist

SUBJECT: REVISE THE JOB SPECIFICATION FOR SENIOR EMPLOYMENT AND TRAINING TECHNICIAN

SUMMARY:

Overview:

The Job Training Office requested that Human Resources update the Senior Employment and Training Technician job specification in preparation to fill a current vacancy.

Recommendation:

Approve the revised job specification for Senior Employment and Training Technician and set the salary at Range at 186.0 (\$3,825 - \$4,668).

Fiscal Impact:

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

BACKGROUND:

In preparation for a recruitment to fill a current vacancy, the Economic and Workforce Development Director requested that the Senior Employment & Training Technician job specification be reviewed for potential changes. The job specification was last updated in 1999. The position has been updated to include the added duties related to conducting workshops on employability skills and other relevant skills in demand as dictated by the needs of the business community. This position will be responsible for conducting workshops at various locations, including the County jail, juvenile facilities, Department of Corrections and Rehabilitation facilities in Kings County and conducting pre-release informational sessions at prisons and local jails for inmates who are scheduled to be released. Two special requirements were added to include security clearance through a background check and fingerprinting and travel frequently throughout the County. Consistent with current Human Resources practices, a work environment description was also added. The revised job specification for Senior Employment & Training Technician is attached.

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.

SENIOR EMPLOYMENT AND TRAINING TECHNICIAN

DEFINITION

Under direction, to carry a select and difficult caseload; to perform the most responsible and complex assignments involving specialized application of casework methods and skills; to function as a working supervisor in Employment & Training units; and to perform related duties as required.

DISTINGUISHING CHARACTERISTICS

The Employment and Training Technician series is utilized in the Kings County Job Training Office and provides a variety of employment and training services to eligible Kings County residents. Work site visits requiring travel in the Kings County area are necessary to monitor program clients and to contact employers.

The Senior Employment and Training Technician is the first-level supervisor (leadworker) of the Employment & Training Technician series. Incumbents perform the most complex and specialized duties requiring a high degree of responsibility and independent judgment. It is distinguished from the II level in that in addition to performing all duties required at the II level, the Senior Employment and Training Technician is responsible for the day-to-day supervision and operation of an assigned unit. The majority of positions in the Employment & Training Worker series will normally be allocated to the Employment & Training Worker II journey level.

EXAMPLE OF DUTIES

Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

Reviews applicant eligibility for services according to state and federal guidelines; assesses client aptitudes, skills and abilities and makes decisions regarding enrollment; identifies barriers to employment and provides vocational, academic and career counseling as well as labor market information; develops employment plans based upon client skills and aptitudes; **conduct workshops on employability skills and other relevant skills in demand as dictated by the needs of business in the community at various locations, including County jail, juvenile facilities, Department of Corrections and Rehabilitation facilities in Kings County; conducts pre-release informational sessions at prisons and local jails for inmates who are scheduled to be released;** refers clients to appropriate employment, training and social service resources and follows-up on placements; assists clients in developing proper job search techniques and good work habits; provides technical assistance and interpretation of state and federal laws and regulations to contractors; assists employers with their hiring, training and/or job development efforts; monitors training and work site arrangements and provides liaison between clients and employers; monitors contracts to ensure compliance with the requisite terms and conditions; develops jobs in private and public sectors; prepares and maintains case records, reports, files and training contracts; provides training and disseminates information regarding program regulations, requirements for participation, appropriate expenditure of funds, and training contract modifications; gathers, organizes and compiles statistical data; attends professional development seminars; may develop program publicity and marketing information, including public speaking to various groups; may plan and coordinate special programs; may represent the department on

various advisory boards, advisory groups, and to other organizations. ~~(Essential duties may vary from position to position within classifications. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.)~~

MINIMUM QUALIFICATIONS

Any combination of education, training and experience that will likely provide the required knowledge, skills and abilities may be considered qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Education: Equivalent to completion of two years of college (60 semester units) with emphasis in career planning, vocational counseling, sociology, marketing, human resources management, or closely related fields. (Additional qualifying experience may be substituted for up to one year of the required education.)

Experience: One year as an Employment and Training Technician II in Kings County or equivalent.

~~Special Requirement~~ **License:** Possession and maintain of a valid appropriate California Driver's License issued by the Department of Motor Vehicles at the time of appointment.

Special Requirements: Ability to: (1) qualify for security clearance through a background investigation, which includes fingerprinting; (2) travel frequently throughout the County.

Knowledge of: Effective supervision principles and methods; fundamental aspects of human behavior; principles, practices and methods of client employability assessment and placement; interviewing, counseling and job search techniques; principles of social service casework; statistical reporting methods; community resources, including educational facilities; investigative techniques, time management principles and labor market trends; correct English usage, grammar, spelling, punctuation and vocabulary; laws, rules and regulations related to assigned employment and training activities.

Ability to: Effectively supervise and evaluate the work of subordinate staff; assess vocational aptitudes and identify social and economic barriers of the unemployed and/or economically disadvantaged client; work independently; organize work effectively and exercise a high degree of independent judgment; maintain confidentiality and control of sensitive information; work within time frames and meet deadlines; understand, interpret and explain federal, state and local laws, policies and procedures; **type and use a computer with speed and accuracy at a level sufficient to perform the duties of the position;** maintain accurate and systematic records and reports; communicate effectively both orally and in writing with individuals and groups; establish and maintain effective relationships with those contacted in the course of work; follow workplace safety policies and procedures; properly use personal protective equipment as directed and trained. Travel within and outside the County. Work in an office environment including sitting at

a desk working with computer equipment, on the phone and meeting with clients for prolonged periods; regularly working with files and with general office equipment.

Work Environment: Works primarily in an office environment which requires: working with a computer and computer equipment for prolonged periods; travels throughout County to various locations as required meeting with businesses, clients and inmates. Requires the mobility and dexterity to work in a standard office environment and use standard office equipment; regularly work with files; hearing and speech to communicate orally, in person and on the phone; vision to read handwritten and printed martial and computer screen. Ability to lift, carry and move files, boxes, and presentation materials weighing up to 44 pounds. Safely operate a motor vehicle.

Medical Class Group:	C
Probationary Period:	Six months.
FLSA Status:	Non-Exempt

SENIOR EMPLOYMENT AND TRAINING TECHNICIAN

DEFINITION

Under direction, to carry a select and difficult caseload; to perform the most responsible and complex assignments involving specialized application of casework methods and skills; to function as a working supervisor in Employment & Training units; and to perform related duties as required.

DISTINGUISHING CHARACTERISTICS

The Employment and Training Technician series is utilized in the Kings County Job Training Office and provides a variety of employment and training services to eligible Kings County residents. Work site visits requiring travel in the Kings County area are necessary to monitor program clients and to contact employers.

The Senior Employment and Training Technician is the first-level supervisor (leadworker) of the Employment & Training Technician series. Incumbents perform the most complex and specialized duties requiring a high degree of responsibility and independent judgment. It is distinguished from the II level in that in addition to performing all duties required at the II level, the Senior Employment and Training Technician is responsible for the day-to-day supervision and operation of an assigned unit. The majority of positions in the Employment & Training Worker series will normally be allocated to the Employment & Training Worker II journey level.

EXAMPLE OF DUTIES

Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

Reviews applicant eligibility for services according to state and federal guidelines; assesses client aptitudes, skills and abilities and makes decisions regarding enrollment; identifies barriers to employment and provides vocational, academic and career counseling as well as labor market information; develops employment plans based upon client skills and aptitudes; conduct workshops on employability skills and other relevant skills in demand as dictated by the needs of business in the community at various locations, including County jail, juvenile facilities, Department of Corrections and Rehabilitation facilities in Kings County; conducts pre-release informational sessions at prisons and local jails for inmates who are scheduled to be released; refers clients to appropriate employment, training and social service resources and follows-up on placements; assists clients in developing proper job search techniques and good work habits; provides technical assistance and interpretation of state and federal laws and regulations to contractors; assists employers with their hiring, training and/or job development efforts; monitors training and work site arrangements and provides liaison between clients and employers; monitors contracts to ensure compliance with the requisite terms and conditions; develops jobs in private and public sectors; prepares and maintains case records, reports, files and training contracts; provides training and disseminates information regarding program regulations,

requirements for participation, appropriate expenditure of funds, and training contract modifications; gathers, organizes and compiles statistical data; attends professional development seminars; may develop program publicity and marketing information, including public speaking to various groups; may plan and coordinate special programs; may represent the department on various boards, advisory groups, and to other organizations.

MINIMUM QUALIFICATIONS

Any combination of education, training and experience that will likely provide the required knowledge, skills and abilities may be considered qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Education: Equivalent to completion of two years of college (60 semester units) with emphasis in career planning, vocational counseling, sociology, marketing, human resources management, or closely related fields. (Additional qualifying experience may be substituted for up to one year of the required education.)

Experience: One year as an Employment and Training Technician II in Kings County or equivalent.

License: Possess and maintain a valid appropriate California Driver's License issued by the Department of Motor Vehicles at the time of appointment.

Special Requirements: Ability to: (1) qualify for security clearance through a background investigation, which includes fingerprinting; (2) travel frequently throughout the County.

Knowledge of: Effective supervision principles and methods; fundamental aspects of human behavior; principles, practices and methods of client employability assessment and placement; interviewing, counseling and job search techniques; principles of social service casework; statistical reporting methods; community resources, including educational facilities; investigative techniques, time management principles and labor market trends; correct English usage, grammar, spelling, punctuation and vocabulary; laws, rules and regulations related to assigned employment and training activities.

Ability to: Effectively supervise and evaluate the work of subordinate staff; assess vocational aptitudes and identify social and economic barriers of the unemployed and/or economically disadvantaged client; work independently; organize work effectively and exercise a high degree of independent judgment; maintain confidentiality and control of sensitive information; work within time frames and meet deadlines; understand, interpret and explain federal, state and local laws, policies and procedures; type and use a computer with speed and accuracy at a level sufficient to perform the duties of the position; maintain accurate and systematic records and reports; communicate effectively both orally and in writing with individuals and groups; establish and maintain effective

relationships with those contacted in the course of work; follow workplace safety policies and procedures; properly use personal protective equipment as directed and trained. Travel within and outside the County. Work in an office environment including sitting at a desk working with computer equipment, on the phone and meeting with clients for prolonged periods; regularly working with files and with general office equipment.

Works primarily in an office environment which requires: working with a computer and computer equipment for prolonged periods; travels throughout County to various locations as required meeting with businesses, clients and inmates. Requires the mobility and dexterity to work in a standard office environment and use standard office equipment; regularly work with files; hearing and speech to communicate orally, in person and on the phone; vision to read handwritten and printed martial and computer screen. Ability to lift, carry and move files, boxes, and presentation materials weighing up to 44 pounds. Safely operate a motor vehicle.

Medical Group:	C
Probationary Period:	Six months.
FLSA Status:	Non-Exempt

Department Head Signature

Date

Human Resources Director Approval

Date



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 25, 2019

SUBMITTED BY: Human Resources – Leslie McCormick Wilson/Victoria Whipple

SUBJECT: REVISE THE JOB SPECIFICATION FOR CENTRAL SERVICES SUPERVISOR

SUMMARY:

Overview:

The Information Technology Department requested that Human Resources update the Central Services Supervisor job specification in preparation of an anticipated vacancy and to address operational changes. The Central Services Supervisor classification is only utilized in the Information Technology Department. The Administrative Office and Human Resources support the recommendation discussed below.

Recommendation:

1. Approve the revised job specification for Central Services Supervisor; and
2. Approve an adjustment upward for the Central Services Supervisor, from Range 162.5 (\$3,028-\$3,695) to Range 163.0 (\$3,042-\$3,713) effective June 24, 2019.

Fiscal Impact:

The fiscal impact of the proposed salary adjustment for Central Services Supervisor for the remainder of this fiscal year will be approximately \$16. The fiscal impact for the next fiscal year will be approximately \$208 and has been included in the Department's Fiscal Year 2019-2020 recommended budget.

BACKGROUND:

In preparation for a recruitment to fill an anticipated vacancy, the Central Services Supervisor job specification was reviewed for potential changes. The job specification has not been updated since its creation in 1977. Over the years, there have been technological and department changes that have not been updated in the job specification.

(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

REVISED CENTRAL SERVICES SUPERVISOR JOB SPECIFICATION

June 25, 2019

Page 2 of 2

Additionally, the Information Technology Department is currently undergoing organizational changes due to a precipitous drop in Records, Scanning, and Storage with a resulting drop in revenue caused by the loss of the contract with Kings County Courts. John Devlin, Chief Information Officer, has proposed the deletion of two allocated positions of Records and Micrographics Technician I/II and one allocated position of Records and Information Management Supervisor. There will be no allocated positions remaining in the Records division. The remaining duties are not sufficient to warrant a full-time equivalent position; therefore, the Department is proposing to absorb the duties within the Central Services Division.

The Central Services Supervisor job specification is being updated to include the duties currently being performed by the position, as well as supervision and performance of the remaining duties from Records. It is anticipated that the Mail and Print Operator I/II job specifications will be updated in the near future to address any absorption of duties from Records not already included in their duties.

The Central Services Supervisor will be taking on some duties from the Records and Information Management Supervisor job specification. The Records and Information Management Supervisor is currently one half range higher than the Central Services Supervisor. Therefore, the recommendation is to increase the Central Services Supervisor one half range.

The “Examples of Duties”, “Knowledge of”, and “Ability to” sections of the Central Services Supervisor job specification have been heavily modified since the technology has changed significantly since 1977 when this position had first been established. The only additional duties added are related specifically to Records. All references to supply services in the job specification were removed since County departments now order supplies independently and not through a centralized function. Titles were modified as necessary to reflect the current titles being utilized in the Information Technology Department.

The minimum qualifications were updated to allow for candidates with either Central Services related experience or Records and Information experience to qualify. A “Desirable Qualification” was also added for supervisory experience. Due to the need to drive throughout the County as needed, the requirement for a California Driver’s license has also been added. A “Special Requirements” section was added to address travel, security clearance, and deputization requirements. Lastly, consistent with current Human Resources practices, a work environment section was also added. The revised job specification for Central Services Supervisor is attached.

CENTRAL SERVICES SUPERVISOR

DEFINITION

Under general direction, **coordinates and** supervises the County's central duplicating, mail, ~~and supply service,~~ **and central storage of County records; supervises and** assists in the performance of **all duties within the Central Services division** ~~duplicating, mail and supply activities~~ and performs related work as required.

DISTINGUISHING CHARACTERISTICS

The Central Services Supervisor classification is utilized in the Central Services division of the **Information Technology** ~~County Purchasing~~ Department reporting directly to the **Purchasing Manager Buyer**. **The incumbent is responsible for the supervision of the County's Central Services Division and personally performs Central Services functions.**

~~The Supervisor differs from the class of Offset Duplicating Machine Operator II in that while both perform duplicating, mail and supply services activities, the Central Services Supervisor additionally has direct responsibility for the operation of the unit.~~

EXAMPLES OF DUTIES

Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

~~Assists in the planning, organization and coordination of the County's Central Services division; trains and supervises staff; ensures all equipment is operated properly and safely; reviews the work of subordinates for accuracy, completion, and conformance to applicable standards and directs or makes changes as appropriate; assists in the development, implementation and modification of policies and procedures for Central Services operations; assesses and evaluates customer needs and analyzes current methods and recommends new systems and appropriate equipment; provides technical assistance to customers; arranges for destruction of records as necessary; ensures compliance with standards for records management; ensure compliance with legal requirements affecting retention, dissemination, access, storage, and purging of records and information; coordinates retention schedules in consultation with the department and County Counsel as requested; reviews records and equipment inventory; prepares statistical and analytical reports; operates and maintains records systems; assigns and assists staff as necessary to assure timely production, retrieval, and delivery of records and services; supervises, assigns, and personally performs the sorting, processing, delivering and pick ups of a variety of incoming and outgoing mail; operates and maintains printing, finishing and bindery operations; orders and maintains supplies for the division; provides information to employees, other divisions, departments, and the public on matters that involve knowledge of departmental operation, rules and procedures; may assist in budget preparation.~~

~~Supervises the operation of and personally performs work in the central duplicating, mail and supply room, including the operation of offset duplicating machiens, Vari-Typer, cutters, collators and drillers in the production of materials for County offices; sorts, classifies, weighs and places correct postage on all outgoing County mail; sells stores items to County departments; receives and sorts merchandise and maintains inventory; organizes, assigns and reviews work of subordinates; trains new personnel.~~

MINIMUM QUALIFICATIONS

Any combination of education and experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Education: **High School graduation or equivalent** ~~to completion of the twelfth grade.~~

Experience: Two years of experience involving the use of print and mail in operating a wide variety of offset duplicating and related equipment or closely related work in graphic arts OR two years of professional records and information management experience.

Desirable Qualifications: Supervisory experience desired but not required.

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

Special Requirements: 1) Travel within the County; 2) Ability to qualify for security clearance through a background investigation and fingerprint check; and 3) Ability to qualify for deputization by the Sheriff for the purpose of supervising inmate trustees.

Knowledge of: ~~Records and information management and microfilm storage standards, Offset duplicating machines and related equipment, procedures and regulations; and skill in their operation; inventory and stock room procedures;~~ principles of training and supervision; computerized records retention and management programs and strategies; records and information management standards; basic office practices, procedures, and terminology; modern office equipment including computers and other automated office systems; correct business English, including spelling, grammar and punctuation; proper techniques for dealing effectively with members of the public, in person, through correspondence and over the telephone; principles, procedures, and methods used in operating duplicating, scanning and mail equipment of various types; County departments and their locations; safe and efficient utilization of equipment and supplies in the workplace.

Ability to: Supervise the operation of a variety of central services functions; ~~keep accurate accounts; operate and maintain offset duplicating and related equipment; schedule work flow;~~ demonstrate effective oral and written communication skills; perceive and analyze problems and develop alternatives for solution; exercise sound judgment; plan, organize and prioritize workload; follow workplace safety policies and procedures; skillfully and safely operate office and other equipment utilized in Central Services operations; type at a speed sufficient for satisfactory job performance; maintain confidentiality and control of sensitive information; supervise and train subordinates; establish and maintain cooperative working relationships with those contacted in the course of the work; properly use personal protective equipment as directed and trained; safely operate a motor vehicle.

Work Environment/Physical Requirements: Work is performed primarily in a warehouse and office environment including sitting at a desk working with computer equipment for prolonged periods, delivering and retrieving documents and boxes, and travel for work purposes; may require travel to other offices and offsite locations throughout the County; hear and communicate orally in person, on the phone and in meetings; hand/eye coordination for use of computer/office; visual ability to distinguish colors; regularly works with files and general office equipment; safely operate a motor vehicle. Light to heavy lifting and carrying of files and storage boxes; ability to lift items up to 60 pounds and carry for distances up to 30 yards, including up and down stairs; exposure to dust, grease, oils, and microfilming chemicals; and ability to climb ladder.

FLSA Status: Non-exempt Medical Class: B-1 Probationary Period: Six months
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CENTRAL SERVICES SUPERVISOR

DEFINITION

Under general direction, coordinates and supervises the County's central duplicating, mail, and central storage of County records; supervises and assists in the performance of all duties within the Central Services division and performs related work as required.

DISTINGUISHING CHARACTERISTICS

The Central Services Supervisor classification is utilized in the Central Services division of the Information Technology Department reporting directly to the Purchasing Manager. The incumbent is responsible for the supervision of the County's Central Services Division and personally performs Central Services functions.

EXAMPLES OF DUTIES

Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.

Assists in the planning, organization and coordination of the County's Central Services division; trains and supervises staff; ensures all equipment is operated properly and safely; reviews the work of subordinates for accuracy, completion, and conformance to applicable standards and directs or makes changes as appropriate; assists in the development, implementation and modification of policies and procedures for Central Services operations; assesses and evaluates customer needs and analyzes current methods and recommends new systems and appropriate equipment; provides technical assistance to customers; arranges for destruction of records as necessary; ensures compliance with standards for records management; ensure compliance with legal requirements affecting retention, dissemination, access, storage, and purging of records and information; coordinates retention schedules in consultation with the department and County Counsel as requested; reviews records and equipment inventory; prepares statistical and analytical reports; operates and maintains records systems; assigns and assists staff as necessary to assure timely production, retrieval, and delivery of records and services; supervises, assigns, and personally performs the sorting, processing, delivering and pick ups of a variety of incoming and outgoing mail; operates and maintains printing, finishing and bindery operations; orders and maintains supplies for the division; provides information to employees, other divisions, departments, and the public on matters that involve knowledge of departmental operation, rules and procedures; may assist in budget preparation.

MINIMUM QUALIFICATIONS

Any combination of education and experience that would likely provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required knowledge, skills and abilities would be:

Education: High School graduation or equivalent.

Experience: Two years of experience involving the use of print and mail equipment or closely related work in graphic arts OR two years of professional records and information management experience.

Desirable Qualifications: Supervisory experience desired but not required.

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

Special Requirements: 1) Travel within the County; 2) Ability to qualify for security clearance through a background investigation and fingerprint check; and 3) Ability to qualify for deputization by the Sheriff for the purpose of supervising inmate trustees.

Knowledge of: Records and information management and microfilm storage standards, equipment, procedures and regulations; principles of training and supervision; computerized records retention and management programs and strategies; records and information management standards; basic office practices, procedures, and terminology; modern office equipment including computers and other automated office systems; correct business English, including spelling, grammar and punctuation; proper techniques for dealing effectively with members of the public, in person, through correspondence and over the telephone; principles, procedures, and methods used in operating duplicating, scanning and mail equipment of various types; County departments and their locations; safe and efficient utilization of equipment and supplies in the workplace.

Ability to: Supervise the operation of a variety of central services functions; demonstrate effective oral and written communication skills; perceive and analyze problems and develop alternatives for solution; exercise sound judgment; plan, organize and prioritize workload; follow workplace safety policies and procedures; skillfully and safely operate office and other equipment utilized in Central Services operations; type at a speed sufficient for satisfactory job performance; maintain confidentiality and control of sensitive information; supervise and train subordinates; establish and maintain cooperative working relationships with those contacted in the course of the work; properly use personal protective equipment as directed and trained; safely operate a motor vehicle.

Work Environment/Physical Requirements: Work is performed primarily in a warehouse and office environment including sitting at a desk working with computer equipment for prolonged periods, delivering and retrieving documents and boxes, and travel for work purposes; may require travel to other offices and offsite locations throughout the County; hear and communicate orally in person, on the phone and in meetings; hand/eye coordination for use of computer/office; visual ability to distinguish colors; regularly works with files and general office equipment; safely operate a motor vehicle. Light to heavy lifting and carrying of files and storage boxes; ability to lift items up to 60 pounds and carry for distances up to 30 yards, including up and down stairs; exposure to dust, grease, oils, and microfilming chemicals; and ability to climb ladder.

FLSA Status: Non-exempt Medical Class: B-1 Probationary Period: Six months
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Department Head Signature

Date

Human Resources Director Approval

Date



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 25, 2019

SUBMITTED BY: Human Resources – Leslie McCormick Wilson/Melissa Avalos

SUBJECT: NEW JOB SPECIFICATION FOR STAFF SUPPORT SPECIALIST I/II

SUMMARY:

Overview:

The Staff Support Specialist I/II is a new classification series to perform a wide variety of secretarial, clerical, procedural, and detailed administrative support duties primarily related to personnel staffing and support services in the Human Services Agency.

Recommendation:

1. Approve a new job specification for Staff Support Specialist I and set the salary at Range 174.0 (\$3,394-\$4,143) for Staff Support Specialist I; and
2. Approve a new job specification for Staff Support Specialist II and set the salary at Range 184.0 (\$3,749-\$4,576) for Staff Support Specialist II.

Fiscal Impact:

No fiscal impact results from this action. The cost is included in the Department's Fiscal Year 2019-2020 recommended budget.

BACKGROUND:

The Human Services Director requested the creation of this new classification series, which was previously budgeted but not created. The funding for two positions related to the requested classification series is included in the Fiscal Year 2018-2019 budget and is included in the recommended Fiscal Year 2019-2020 budget. The proposed Staff Support Specialist I/II positions would provide support to the Staff Support Manager by performing a wide variety of secretarial, clerical, procedural, and detailed administrative support primarily related to personnel staffing and support services. The proposed job specification for the new classification series of Staff Support Specialist I/II is attached.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2019

SUBMITTED BY: Human Services Agency – Sanja Bugay

SUBJECT: ADVANCED STEP HIRE FOR ELIGIBILITY WORKER II

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting to hire Jesus Diaz as an Eligibility Worker II at Step 5, which requires Board approval under Personnel Rule 13051.

Recommendation:

Authorize the advanced step hire of Jesus Diaz as an Eligibility Worker II for the Human Services Agency at Salary Range 165.0, Step 5.

Fiscal Impact:

No increase to the County General Fund with this action. The annual salary of Eligibility Worker II at Step 1 is \$17.91/hour (\$37,252 annually). The cost of hiring at Step 5 is \$21.85/hour (\$45,448/annually). The cost of the advanced step increase is included in the Fiscal Year 2018-2019 Budget.

BACKGROUND:

The appointment of a candidate to an advanced step hire, above the third step within a salary range, requires the approval of the Board. Human Resources reviewed the candidate’s experience and is in support of the advanced step hire request.

Mr. Diaz has six years of eligibility worker experience with Monterey County and is currently a step seven Eligibility Worker II. His positive performance evaluations in his current position, his program knowledge, and our interview process posted him as the top candidate. Mr. Diaz has experience that includes processing SAR7, TMC reports, MediCal/CalFresh renewals, Intake, ARCO caseloads, C-IV, MEDS, ISaws, Calheers,

(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

ADVANCED STEP HIRE FOR ELIGIBILITY WORKER II

June 25, 2019

Page 2 of 2

CalWorks, and General Assistance and Housing Assistance programs. He also has experience as a Duty Supervisor, training Eligibility Worker I, and monitors weekly MediCal issuance reports for his unit. Mr. Diaz is already trained on programs that the HSA uses. His level of experience will be a benefit and value to the HSA.



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 25, 2019

SUBMITTED BY: Information Technology Department – John Devlin

SUBJECT: DELETION OF THREE POSITION ALLOCATIONS IN THE INFORMATION TECHNOLOGY DEPARTMENT

SUMMARY:

Overview:

The Information Technology (IT) Department has seen a precipitous drop in Records Scanning and Storage with a resulting drop in revenue. As a result, IT is proposing to delete two allocated positions of Records and Micrographics Technician I/II and one allocated position of Records and Information Management Supervisor.

Recommendation:

Delete two (2) Full-Time Equivalency position allocations of Records and Micrographics Technician I/II and one (1) Full-Time Equivalency position of Records and Information Management Supervisor effective July 12, 2019.

Fiscal Impact:

No impact from this action. Any salary savings will be offset by less revenue.

BACKGROUND:

The Information Technology Department was notified the Courts awarded their records scanning to an outside firm in 2017. The work involved in transferring boxed records to their site for scanning will be completed by June 28, 2019. Once this work is complete there will not be enough work or revenue to justify the current 2.0 allocated positions of Records and Micrographics Technician I/II and 1.0 allocated position of Records and Information Management Supervisor. Furthermore, due to increased utilization of electronic systems the need for scanning and storing paper files has decreased.

(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

DELETION OF THREE POSITION ALLOCATIONS IN THE INFORMATION TECHNOLOGY DEPARTMENT

June 25, 2019

Page 2 of 2

After an extensive review of the budget and the anticipated revenue stream, it is proposed to delete the two (2) allocated positions of Records and Micrographics Technician I/II and one (1) allocated position of Records and Information Management Supervisor effective July 12, 2019 (the last day of the pay period). The positions are currently filled and the employees were given a Potential Layoff Letter on June 10, 2019. Human Resources is working with the affected employees to assist them through this process.



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 25, 2019

SUBMITTED BY: Sheriff's Office – David Robinson/Cassandra Heffington

SUBJECT: REQUEST FOR WAIVER OF ANIMAL BOARDING FEES

SUMMARY:

Overview:

Edward and Andrea Sousa request the Kings County Board of Supervisors to waive the costs of boarding six of their sheep following seizure by the Kings County Sheriff's Office, Animal Services on March 22, 2019.

Recommendation:

Deny the waiver request by Edward and Andrea Sousa for the animal boarding costs of \$1,920.

Fiscal Impact:

Loss of recuperation of boarding costs in the amount of \$1,920, for the forty days the sheep remained under the care of Animal Services.

BACKGROUND:

On March 7, 2019, Animal Services responded to a call for service at the Sousa's dairy, located at 8369 21st Avenue in Lemoore, California. The responding Animal Control Officer determined the conditions in which the sheep were housed warranted immediate action and called Animal Services Manager Cassandra Heffington to the location. After observing the conditions, which included 50 to 60 sheep carcasses in various stages of decay in the same pens as live sheep and multiple signs that a significant number of the live sheep were emaciated or otherwise neglected, Ms. Heffington determined that prompt action was required to preserve the health and safety of the sheep and ordered the seizure of twenty sheep. The twenty sheep chosen were the ones deemed by Ms. Heffington to be the most in need of prompt attention and the number of sheep seized was limited by the County's available resources. The owners were provided with notice of the seizure, which included information about how to request a post-seizure hearing, as well as information about the steps to be

(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

REQUEST FOR WAIVER OF ANIMAL BOARDING FEES

June 25, 2019

Page 2 of 2

taken to regain possession of their sheep. A post-seizure hearing was not requested and the Sousas failed to comply with the conditions for the return of the sheep. The sheep were subsequently deemed forfeited to the County and released to a non-profit.

On March 22, 2019, Animal Services conducted a follow-up visit on the Sousa's sheep dairy and found that, although conditions had improved to an extent, several of the sheep remained seriously emaciated. Accordingly, Ms. Heffington ordered the seizure of six additional sheep following her determination that prompt action was needed to ensure their health and safety. The Sousas were provided with a notice of the seizure, which included instructions on how to request a post-seizure hearing. Mrs. Andrea Sousa contacted the County to request a post-seizure hearing on March 29, 2019. The hearing was scheduled for April 3, 2019, in order to satisfy the statutory requirement of Penal Code Section 597.1(f)(2) to hold a post-seizure hearing within 48 hours of receipt of a request. Mrs. Sousa requested a continuance of this hearing on April 1, 2019, due to her husband being in the hospital. After consultation with the Sousa's retained counsel, Brian Fray, the post-seizure hearing was ultimately set on May 1, 2019, in order to accommodate Mr. Fray's schedule.

On May 1, 2019, Mr. Fray appeared at the hearing without his clients and represented that his clients were no longer contesting the March 22, 2019 seizure. However, Mr. Fray requested that the boarding fees of \$1,920 for the forty days during which the sheep seized on March 22, 2019, be either waived or reduced in light of the fact that the continuance was the result of Mr. Sousa's medical issues.



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 25, 2019

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: AGREEMENTS WITH PRIVATE ATTORNEYS FOR PROVIDING DEFENSE SERVICES TO THE INDIGENT ACCUSED

SUMMARY:

Overview:

The County had 25 contracts in FY 2018-19 with 24 local attorneys to provide indigent defense services ranging from felonies to misdemeanors for juveniles and adults, including prison cases. One of the contracts is with Marianne Gilbert for coordinating the scheduling and activities of the various contractors providing defense work for adults in addition to her duties as a felony contractor. Included in those remaining 24 contracts is one part-time agreement with Ismael Rodriguez (1/3 allocation) which is to assist in collaborative court.

Staff is proposing to renew 25 contracts with the 24 local attorneys listed below for FY 2019-20.

Recommendation:

Authorize the County Administrative Officer to sign agreements with Tonya Lee, Marianne Gilbert, William Fjellbo, Karen Butler, Brent Woodward, Melinda Benninghoff, Hugo Gomez-Vidal, Jim A. Trevino, Robert Stover, Lawrence Meyer, Ismael Rodriguez, Shani Jenkins, James Oliver, Michael Woodbury, Greg Blevins, Carlos Navarrete, Jared Ramirez, Afreen Kaelble, Cheryl Harbottle, Robert Bartlett, Ralph Kaelble, Eric Hamilton, Jeffrey Boggs and Brett Barcellos to provide indigent defense services as specified.

(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

AGREEMENTS WITH PRIVATE ATTORNEYS FOR PROVIDING DEFENSE SERVICES TO THE INDIGENT ACCUSED

June 25, 2019

Page 2 of 2

Fiscal Impact:

The Proposed Budget for FY 2019-20 includes expenses anticipated with these agreements. Contracts are listed as follows:

Type

Felony Contracts (13 @ \$115,423) ¹	\$1,523,008
Misdemeanor Contracts (8 @ \$78,697) ²	\$655,806
Juvenile Contracts (3 @ \$91,035)	<u>\$273,106</u>
	<u>\$2,451,920</u>

¹ Coordination Fee included in Felony Contracts

² Rodriguez additional contract in Misdemeanor not to exceed \$26,232 annually

BACKGROUND:

Pursuant to the Trial Court Funding Act, certain services related to the trial courts were defined as either Court of County function. One County function is to provide for Indigent Defense Services. The term of each agreement is for 12 months commencing on July 1, 2019. A Copy of each contract is on file with the Clerk of the Board.



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 25, 2019

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: REAPPOINTMENTS TO MULTIPLE BOARDS

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:

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 reappointment as outlined today.

BACKGROUND:

The Kings County Board of Supervisors has jurisdiction over appointments to many committees and set up those terms to expire on either June 30th or December 31st of any particular year. The committee members that expressed an interest in continuing to serve Kings County in their current capacity as members on these various committees are as follows:

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

AGENDA ITEM

June 25, 2019

REAPPOINTMENTS TO MULTIPLE BOARDS

Page 2 of 2

AGRICULTURAL ADVISORY COMMITTEE

Two (2) incumbents' terms expire on June 30, 2019 on this Committee, and they have expressed interest to be reappointed. Their name, representation, original appointment date, and new expiration date if their reappointments are approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Johnny	Starling	Agricultural Processing	03/06/07	06/30/21
Bob	Prys	Feed/Seed and Grain	03/13/07	06/30/21

LIBRARY ADVISORY BOARD

Five (5) incumbents' terms expire on June 30, 2019 on this Board, and they have expressed interest to be reappointed. Their name, representation, original appointment date and new expiration date if their reappointments are approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Glen	Lenox	County at large/City	10/04/16	06/30/23
Wilma	Humason	County at large/City	06/22/99	06/30/23
Joe	Neuhardt	County at large	08/01/07	06/30/23
Ann	Kraman	County at large	06/11/02	06/30/23
Anne	Sutton	County at large	06/02/09	06/30/23

PLANNING COMMISSION

One (1) incumbents' term expires on June 30, 2019 on this Board, and he has expressed interest to be reappointed. The name, representation, original appointment date and new expiration date if the reappointment is approved is listed below.

First Name	Last	Representative/position	Original appt date	Term Ends
Riley	Jones	District 1	05/01/96	06/30/23

WORKFORCE DEVELOPMENT BOARD

Three (3) incumbents' terms expire on June 30, 2019 on this Board, and they have expressed interest to be reappointed. Their name, representation, original appointment date, and new expiration date if their reappointments are approved are listed below:

First Name	Last	Representative/position	Original appt date	Term Ends
Ronnie	Jungk	Organized Labor/IEW 100	06/18/13	06/30/22
Nancy	Silva	Business	03/31/09	06/30/22
Juan	Lopez	Business	02/13/18	06/30/22



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 25, 2019

SUBMITTED BY: Administration – Rebecca Campbell
SUBJECT: FISCAL YEAR 2019-2020 PROPOSED COUNTY BUDGET
SUMMARY:

Overview:

A Proposed Budget must be adopted by the Board of Supervisors by the end of June for the following year to authorize spending authority until the adoption of a Final Budget.

Recommendation:

- 1) Adopt the Fiscal Year 2019-2020 Proposed Budget as presented; and
- 2) Direct the Department of Finance Director to make the Proposed Budget available to the Public; and
- 3) Schedule Final Budget Hearings to commence Monday, August 19, 2019 in the Board Chambers at 9:00 a.m.; and
- 4) Instruct the Clerk of the Board to give proper notice of the Final Budget Hearings.

Fiscal Impact:

The Proposed Budget includes a comprehensive expenditure plan of \$347.08 Million.

BACKGROUND:

Volumes I and II of the Proposed Budget have been prepared for your Board's review and consideration. The Volume II version provides the line item detail for each budget unit, arranged not by department, but rather by budget unit number. Volume I of the Proposed Budget provides a discussion and summary of the Budget as a whole, as well as highlighting major changes in each department. Volume I is on file with the Clerk, and the books will be given to the Board when printed.

Upon your Board's approval, the Budget Hearings will be noticed to occur on August 19, 2019 in the Board Chambers at 9:00 a.m.

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.