

Board Members

Joe Neves, District 1, Chairman
Doug Verboon, District 3, Vice Chairman
Richard Valle, District 2
Craig Pedersen, District 4
Richard Fagundes, District 5



Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, December 17, 2019
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

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.

As a courtesy to those in attendance, please silence cell phones, pagers and electronic devices.

- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Roger Bradley, Assistant County Administrative Officer
PLEDGE OF ALLEGIANCE
- II. 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. APPROVAL OF MINUTES**
Approval of the minutes from the December 10, 2019 regular meeting.
- IV. CONSENT CALENDAR**
- A. Behavioral Health:**
1. Consider retroactively approve an Agreement with Evalcorp for Fiscal Year 2019-2020 to complete the Mental Health Services Act Three Year Program and Expenditure Plan and the Annual Update for Fiscal Year 2018-2019.
 2. Consider approving a service renewal Agreement with Ruby Soliz to provide Patient's Rights Advocacy Services for the Behavioral Health Department for Fiscal Year 2019-2020.
- B. Department of Finance:**
Consider adopting a Resolution authorizing the deposit and withdrawal of Kings County monies in the Local Agency Investment Fund in the State Treasury.
- C. Fire Department:**
Consider approving out of state travel for Battalion Chief Joshua Cunningham, Fire Captains Roy Woodcock and Mike Ornellas, and Fire Apparatus Engineers Sean Hose, Anthony Gonzales, Christopher Mitchell and Danny Coelho to attend the Hazardous Materials Operations course in Anniston, Alabama on February 2-8, 2020.



CONSENT CALENDAR CONTINUED

D. Department of Public Health:

1. Consider authorizing the Director of Public Health to sign the Family Planning, Access, Care and Treatment Program Provider Application for Recertification for continued participation in the program.
2. Consider authorizing the Public Health Director to sign the Memorandum of Understanding between the Public Health Department, Human Services Agency and Probation Department to assure compliance with Federal and State regulations in implementation of the Child Health and Disability Prevention Program.

E. Public Works Department:

1. Consider accepting the dedication for In-Lieu Parcel Map 19-04 (Robert Hunter) into the County Maintained Mileage.
2. Consider approving the purchase of a hot-water pressure washer and approving the budget change. **(4/5 vote required)**
3. Consider approving the sole source purchase of a 2015 CW14 Pneumatic Roller from Quinn Cat Heavy Rents and approving the budget change. **(4/5 vote required)**
4. Consider adopting a budget change for the California Environmental Quality Act for the proposed fire station work to be done with a portion on settlement funds from the State to mitigate the impact of the High Speed Rail project within the County. **(4/5 vote required)**
5. Consider approving a letter of support for the San Joaquin Valley Clean Energy Organization's proposed Central California Energy Watch Program.

F. Sheriff's Office:

1. Consider authorizing out of state travel of Fiscal Analyst III, Cassandra Bakker, to attend the Government Finance Officers Association's 114th Annual Conference in New Orleans, Louisiana on May 17-20, 2020.
2. Consider authorizing out of state travel of Commander Rick Bradford, Sergeant Loren Bettencourt, Senior Deputy Eric Johnson, Senior Deputy Miguel Cortez, Senior Deputy Matthew Washburn, Senior Deputy Dakota Fausnett and Deputy Seth Cardoza to attend the 6th Annual International Police K9 Conference and Vendor Show in Las Vegas, Nevada from March 3-6, 2020.

G. Administration:

1. Consider denying the claim for damages filed by Genaro Morfin.
2. Consider approving a health insurance premium holiday for Kings County employees as well as the retirees participants, for pay periods 1 and 2 (January 3, 2020 and January 17, 2020).

V.

REGULAR AGENDA ITEMS

A. Behavioral Health – Lisa Lewis/Unchong Parry

Consider retroactively approving the Mental Health Services and Substance Use Disorder Programs Agreement with Kings View Counseling Services for Fiscal Years 2018-2019 and 2019-2020.

B. County Counsel – Lee Burdick/Juliana Gmur

1. Consider
 - a. Adopting a Resolution to authorize the County Administrative Officer to issue checks to satisfy debts from settlement of the High-Speed Rail Authority Litigation; and
 - b. Approving the budget change to issue payment for attorney fees and costs associated to the settlement of the High-Speed Rail Authority. **(4/5 vote required)**



C. Department of Finance – James Erb/Alda Silva

1. Consider adopting a Resolution delegating investment authority to the Kings County Director of Finance for the period of January 1, 2020 through December 31, 2020.
2. Consider approving the 2020 Director of Finance’s Statement of Investment Policy.
3. Consider:
 - a. Approving the “Request to Sell Tax-Defaulted Property Subject to the Power of Sale” at a public internet auction and the “Authorization and Report of Sales,” which lists the properties; and
 - b. Authorizing the Assistant Finance Director to reduce the minimum bid price if no bids are received during the initial auction ; and
 - c. Approving the re-offer of unsold parcels at the same sale or next scheduled auction within 90 days with notification to parties of interest.

D. Fire Department – Clay Smith/Rick Levy

Consider waiving the second reading and adopting the proposed changes to Article 1, Chapter 10, Section 10-1, Subsection C of the Fire Prevention and Protection provisions within the Code of Ordinances.

E. Sheriff’s Office – David Robinson

1. Consider accepting the donation of \$10,000 from the Kings County Sheriff’s Posse.
2. Consider:
 - a. Authorizing the purchase of a FARO 3D Laser Scanner; and
 - b. Approving the budget change. **(4/5 vote required)**

F. Administration – Rebecca Campbell/Domingo Cruz

1. Consider approving the County’s juvenile protocol for children under the age of 12 to meet the requirement of Senate Bill 439 implementation.
2. Consider authorizing the County Administrative Officer to sign a two- year Agreement through December 31, 2022 to retain Paragon Government Relations, Inc. to perform federal legislative advocacy services for Kings County.
3. Consider appointing one member to the Kings County Children & Families First Commission.

VI. BOARD MEMBERS 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. CLOSED SESSION

- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employment
Title: Director of Child Support Services
- ◆ **Litigation initiated formally.** The title is: “BNSF Railway Company v. Alameda County, et al. US District Court Case No. 3:19-cv-07230-JCS [Govt. Code Section 54956.9(d)(1)]
- ◆ **Significant exposure to litigation/Deciding to initiate litigation.** 1 case [Govt. Code Section 54956.9(d)(2), (d)(4), (e)(3)]



VIII. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, January 7, 2020, at 9:00 a.m. **The December 24, 2019 and December 31, 2019 meetings have been cancelled due to the holiday closure of county offices. County offices will close on Friday, December 20, 2019 at 5:00 p.m. and will reopen at 8:00 a.m. on Thursday, January 2, 2020.**

FUTURE MEETINGS AND EVENTS

December 23- January 1		County Offices Closed County offices closed in observance of Christmas & New Year's/ Holiday closure
December 24	9:00 AM	Regular Meeting Cancelled/County Offices Closed
December 24	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting Cancelled
December 24	2:00 PM	Kings In-Home Supportive Services Board Regular Meeting Cancelled
December 31	9:00 AM	Regular Meeting Cancelled/County Offices Closed
January 7	9:00 AM	Regular Meeting
January 14	9:00 AM	Regular Meeting
January 14	11:00 AM	California Public Finance Authority Regular Meeting
January 21	9:00 AM	Regular Meeting Cancelled due to observance of Martin Luther King Day on January 20, 2020
January 28	9:00 AM	Regular Meeting
January 28	11:00 AM	California Public Finance Authority Regular Meeting
January 28	1:30 PM	Kings County Housing Authority Board of Directors Regular Meeting
January 28	2:00 PM	Kings In-Home Supportive Services Board 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.

Board Members

Joe Neves, District 1, Chairman
Doug Verboon, District 3, Vice Chairman
Richard Valle, District 2
Craig Pedersen, District 4
Richard Fagundes, District 5



Staff

Rebecca Campbell, County Administrative Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, December 10, 2019
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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- I. B 1 **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION –Arthur Fox – New Hope Orthodox Presbyterian Church
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT
- II. B 2 **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Five (5) minutes are allowed for each item. None
- III. B 3 **APPROVAL OF MINUTES**
Approval of the minutes from the November 26, 2019 regular meeting.
ACTION: APPROVED AS PRESENTED (CP/DV/RF/JN-Aye, RV-Abstain)
- IV. B 4 **CONSENT CALENDAR**
- A. **Agriculture Department:**
Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Exotic Pest Detection Program retroactively for the period of July 1, 2019 through June 30, 2020. **[Agmt 19-112]**
- B. **Child Support Services Office:**
Consider authorizing out of state travel for Kimberlee Eggert, Assistant Director of Child Support Services, to attend the 2020 National Child Support Enforcement Association Policy Forum and Training Conference in Washington, D.C. on February 6-8, 2020.



CONSENT CALENDAR CONTINUED

C. County Counsel:

1. Consider approving the transfer of Kings County People's Ditch water stock to the Kings County Water District.
2. Consider appointing Ralph Alcala as Director for Division 2, Donald Mills as Director for Division 3, and Clinton Church as Director for Division 4, to the Board of Directors of the Lakeside Irrigation Water District.

D. Community Development Agency:

Consider authorizing the purchase of a Contex IQ Quattro 4400 scanner.

E. Public Works Department:

1. Consider accepting the dedication for In-Lieu Parcel Map 19-06 (John Teixeira Farms, Inc.) into the County Maintained Mileage.
2. Consider awarding the purchase of a truck to Fresno Truck Center.
3. Consider awarding the purchase of a Lightweight Steel Bottom Dump Trailer to American Carrier Equipment.

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

V.

REGULAR AGENDA ITEMS

B 5

A. Community Development Agency – Greg Gatzka

Report on the actions of the Planning Commission at their December 2, 2019 meeting.

INFORMATION ONLY - NOA

B 6

B. District Attorney's Office – Keith Fagundes/Robert Waggle

Consider authorizing the advanced step hire for Nick Cardaras for the Extra Help Investigative Assistant position at Salary Range 175.0, Step 5.

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

B 7

C. Human Resources – Leslie McCormick Wilson

1. Consider:
 - a. Adopting the Salary Resolution which reflects recommended and previously authorized classification, salary and benefit changes; and **[Reso 19-081]**
 - b. Approving salary recommendations effective December 30, 2019 for positions affected by the California \$13 minimum wage increase.

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

B 8

D. Administration – Rebecca Campbell

Consider approving the cancellation schedule for the Board of Supervisors' meetings for 2020.

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

VI.

B 10

PUBLIC HEARINGS

A. Community Development Agency – Greg Gatzka/Alex Hernandez

1. a. Hold a public hearing provide citizens with an opportunity to make their comments known regarding the County's 2016 Community Block Grant accomplishments; and
- b. Consider authorizing the Community Development Agency Director to sign and submit the documents required to closeout the grant to the Department of Housing and Community Development.

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

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



B. Administration – Rebecca Campbell

California Public Finance Authority – Caitlin Lanctot

1. a. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
- b. Consider adopting a Resolution approving the tax-exempt financing and the issuance of the obligations by the California Public Finance Authority for Fore Springville Senior Apartments, L.P. for the Springville Senior Apartments. **[Reso 19-082]**

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

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

C. Administration – Rebecca Campbell

California Public Finance Authority – Caitlin Lanctot

1. a. Conduct a Tax Equity and Fiscal Responsibility Act Public Hearing; and
- b. Consider adopting a Resolution approving the issuance of the obligations by the California Public Finance Authority for Wonderful Foundations. **[Reso 19-083]**

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

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

VII. B 11

PUBLIC AUCTION

A. Public Works Department – Kevin McAlister

1. Conduct a public auction and after opening sealed bids and calling for oral bids consider one of the following actions:
 - a. Rejecting all bids and direct staff to explore available options, including returning with a resolution setting a lower minimum bid; or
 - b. Accepting the highest bid that complies with the terms and conditions of the sale, which will be documented by a Resolution; or
 - c. Deferring acceptance of a bid until the meeting of December 17, 2019 or a noticed special meeting within 10 days.

ACTION: NO BIDS WERE RECEIVED AND STAFF WAS DIRECTED TO EXPLORE OPTIONS FOR SALE OF THE PROPERTY.

VIII. B 9

BOARD MEMBERS 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 California State Association of Counties annual conference in San Francisco on December 3-6, 2019 and stated that he attended the West Hills College Christmas party on December 7, 2019.

Supervisor Verboon stated that he attended the South Fork Kings GSA meeting on November 21, 2019, attended the San Joaquin Joint Powers Authority meeting in Merced on November 22, 2019, attended the California State Association of Counties annual conference in San Francisco on December 2-6, 2019, held a funeral reception at his home on December 7, 2019 and attended the Kings Economic Development Corporation meeting on December 9, 2019.

Supervisor Valle stated that operation gobble 2019 wrapped up and over 1,000 families in Kings County received a turkey for Thanksgiving, he thanked all the sponsors of the event and volunteers who help to make the event possible.



Supervisor Fagundes stated that he attended the Kings Waste & Recycling Authority meeting on November 27, 2019, attended the Kings Community Action Organization meeting and a Community Action Organization meeting and stated that he attended a retirement party for Charles Nunes and participated in Hanford and Lemoore Christmas parades.

Supervisor Neves stated that he attended the Kings Waste & Recycling Authority meeting on November 27, 2019, attended the Lemoore Community Thanksgiving dinner on November 28, 2019 where 1,500 meals were served, stated that he is in full Santa season with parades and other local events, attended a meeting at Hanford Library where Anthem Blue Cross donated \$5,000 for their reading program for all seven branches in Kings County, had jury duty on December 9, 2019, attended the First 5 Children & Families Commission meeting on December 3, 2019, attended the CalViva meeting December 4, 2019, attended the West Hills College Christmas party on December 7, 2019 and attended Charles Nunes retirement on December 9, 2019.

- ◆ Board Correspondence: Rebecca Campbell stated that the Board received a thank you letter from the Central California Blood Center for the battle of the badges blood drive event held on November 8, 2019. She stated that the Board received a notice of proposed 90 day extension of emergency regulations from the California Fish & Game Commission on take of Chinook Salmon in Anadromous waters of the Klamath River basin downstream of Iron Gate and Lewiston Dams. She stated that the California Fish & Game Commission submitted a notice of receipt of petition from the Center for Biological Diversity to list western Joshua Tree as a threatened species.
- ◆ Upcoming Events: Rebecca Campbell stated that the Candy Cane Christmas Charity dinner will be held on December 12, 2019 at the Hanford Civic Auditorium at 6:00 p.m., Wreaths Across America a 4H Emerald Star Project will be held on December 14, 2019 at Grangeville Cemetery. Assemblymember Rudy Salas, Sheriff Robinson, Kings County Sheriff's Office and the Kings County Deputy Sheriff's Association will host a dedication of a portion of State Route 41 in memory of KC Deputy Sheriff Allen Thomas Sharra at the Lemoore Fleet Reserve on December 20, 2019 at 10:30 a.m. and the Human Trafficking event hosted by Kings Partnership for Prevention will be held at Sierra Pacific gym on January 21, 2020.
- ◆ Information on Future Agenda Items: Rebecca Campbell stated that the following items would be on a future agenda: Administration statement of work with Ernst & Young, Administration appointment to the Kings County Children & Families First Commission, Administration SB 439 Kings County juvenile protocol for children under the age of 12, Department of Finance delegation of investment authority to the Kings County Director of Finance, Department of Finance Statement of Investment Policy for 2020, Department of Finance resolution authorizing investment monies in the local agency investment fund, Department of Finance sale of tax defaulted property at a public internet auction, Fire Department out of state travel, Health Department maintenance of effort with the State, Health Department family pact provider application, Public Works hot water pressure washer purchase, Public Works roller purchase, Public Works letter of support for San Joaquin Valley Clean Energy Organization's proposed central California energy watch program and Public Works Department in lieu parcel map 19-04 dedication.

IX. B 12

CLOSED SESSION

- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employment
Title: Director of Child Support Services
- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employee Performance Evaluation
Title: County Administrative Officer
- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employee Performance Evaluation
Title: County Counsel



- ◆ **Significant exposure to litigation.** 1 case [Govt. Code Section 54956.9(d)(2), (e)(3)]
 - ◆ **Significant exposure to litigation.** 1 case [Govt. Code Section 54956.9(d)(2), (d)(4), (e)(3)]
- REPORT OUT: Lee Burdick, County Counsel stated that the she did not anticipate any reportable action being taken in closed session today.**

X. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, December 17, 2019, at 9:00 a.m.

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

XII. 1:30 PM HOUSING AUTHORITY OF KINGS COUNTY BOARD OF COMMISSIONERS SPECIAL MEETING

FUTURE MEETINGS AND EVENTS

December 17	9:00 AM	Regular Meeting
December 23- January 1		County Offices Closed County offices closed in observance of Christmas & New Year's/Holiday closure
December 24	9:00 AM	Regular Meeting Cancelled/County Offices Closed
December 31	9:00 AM	Regular Meeting Cancelled/County Offices Closed
January 7	9:00 AM	Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Behavioral Health - Lisa Lewis/UnChong Parry

SUBJECT: SERVICE AGREEMENT WITH EVALCORP FOR COMPLETION OF THE COUNTY'S MENTAL HEALTH SERVICES ACT PLAN AND ANNUAL UPDATE

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval for an agreement with Evalcorp for completion of the Kings County Mental Health Services Act (MHSA) Three Year Program for Fiscal Years 2020-2023 and Expenditure Plan, and the MHSA Annual Update for Fiscal Year (FY) 2018-2019.

Recommendation:

Retroactively approve an Agreement with Evalcorp for Fiscal Year 2019-2020 to complete the Mental Health Services Act Three Year Program and Expenditure Plan, and the Annual Update for Fiscal Year 2018-2019.

Fiscal Impact:

There is no impact to the County General Fund. The contract amount for the project is \$177,900, and was included in the Adopted FY 2019-2020 Budget, in Budget Unit 422200 (Behavioral Health Mental Health Services Act).

BACKGROUND:

California voters approved Proposition 63, the Mental Health Services Act (MHSA), in 2004 to expand and transform the public mental health system. Welfare and Institutions Code Section §5847 requires counties that receive MHSA funding to prepare and submit a Three-Year Program and Expenditure Plan (MHSA Plan) and annual updates.

(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

SERVICE AGREEMENT WITH EVALCORP FOR COMPLETION OF THE COUNTY'S MENTAL HEALTH SERVICES ACT PLAN AND ANNUAL UPDATE

December 17, 2019

Page 2 of 2

The current 2017-2020 MHSA Plan is set to expire on June 30, 2020, and the Department is beginning to gear up to begin the planning process for the new 2020-2023 MHSA Plan.

The Mental Health Services Oversight and Accountability Commission (MHSOAC) and the Department of Health Care Services (DHCS) requires that each MHSA Plan include a robust and intensive community stakeholder process, which seeks input from the community at large as well as several specific stakeholders. This process allows for the fair assessment of programs, and assists the County in developing its plans for what programs to provide, what new services, if any, are needed, and how to best meet the needs of the community.

The MHSA Plan must also include a data aggregation and analysis study, along with a public comment period and hearing, and finally approval of the plan by the Behavioral Health Advisory Board and Board of Supervisors.

The new three year FY 2020-2023 MHSA plan and the annual MHSA plan update for FY 2018-2019 must be submitted by June 30, 2020. In order to meet all the required criteria of the plan and to meet the deadlines, the Department released a Request for Proposals (RFP) on October 7, 2019 for consultant services to prepare the MHSA Plan and received two proposals: one from Resource Development Associates and the other from EvalCorp.

The department evaluated both proposals and EvalCorp was selected. EvalCorp has a demonstrated successful seventeen (17) year work history with multiple counties, and has completed over 450 government projects including state.

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

**AGREEMENT FOR SERVICES
BETWEEN THE COUNTY OF KINGS AND EVALCORP**

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 Evalcorp, a for-profit organization (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor will conduct a thorough Mental Health Services Act (MHSA) three year program and expenditure plan and the MHSA annual update for fiscal year 2018/2019.

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

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

Payment for service provided under this Agreement is limited to the maximum amount of **\$177,900 for Fiscal Year 2019/2020**

Should no funds or insufficient funds be appropriated for this Agreement, County

reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

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

4. TERM

This Agreement shall **commence on the date above indicated**, and shall **terminate on June 30, 2020**, unless otherwise terminated in accordance with its terms. County shall have the option to extend this Agreement for one (1) additional year on the same terms and conditions.

5. RECORDS AND INSPECTIONS.

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

6. AMENDMENTS

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

7. TERMINATION

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting

party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

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

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

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

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

8. INSURANCE

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

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

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

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

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

County will accept a claims made policy under the following circumstances: any retroactive date must be shown and must be dated before the commencement of this Agreement, the policy must be kept in full force and effect or Contractor may provide tail coverage or extended reporting coverage with a retroactive dates to cover any time gaps for five (5) years after the termination of this Agreement or any extension of this Agreement

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

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

9. INDEMNIFICATION

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

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

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

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

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

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

CONTRACTOR:
EVALCORP.
15615 ALTON PARKWAY, SUITE 450
IRVINE, CA 92618

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

20. CHOICE OF LAW

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

21. SEVERABILITY

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

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11

Compliance with Law, and Section 12 Confidentiality.

23. NO THIRD PARTY BENEFICIARIES.

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

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

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

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

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

25. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS

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

26. AUTHORITY

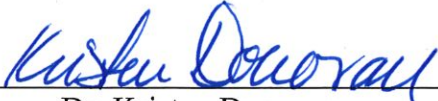
Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

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

County of Kings

Contractor

By: _____
Joe Neves, Chairman



Dr. Kristen Donovan
Evalcorp

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

Sande Huddleston

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Juliana F. Gmur, Assistant County Counsel

Exhibits/Attachments:
Exhibit A: Scope of Work
Exhibit B: Budget
Exhibit C: Branding

EXHIBIT-A-SCOPE OF WORK

EVALCORP

Mental Health Services Act (MHSA) Three-Year Program and Expenditure plan and Fiscal Year 2018/2019 Update

Key Activities	Deliverables	Estimated Duration of Task Phase & Milestone Dates
Task 1: Project Launch		
<p>Project launch and initial meeting with Kings County Behavioral Health Staff</p> <p>Discuss stakeholder involvement, data collection tool development, planned analyses, community engagement, planned timeframes and key needs for information with county staff for both the 3-Year Plan and the Annual Update</p> <p>Develop final project/task timeline</p>	<p>Finalized Project/ Task Timeline</p>	<p>Duration: Project start – 3 weeks</p> <p>Finalized Project/ Task Timeline: 12/2</p>
Task 2: Community Planning Process		
<p>Work with an existing (or help establish) a Community Planning Process (CPP) committee, on an ongoing basis to inform the needs assessment, key stakeholders, and learning summit for both the 3-Year MHSA Plan and Annual Update</p>	<p>List of members</p> <p>Key Dates and Roles</p>	<p>Duration: Ongoing</p>
Task 3: Community Needs Assessment		

<p>Work with Kings County Behavioral Health staff and CPP stakeholders to develop data collection plans (will include key stakeholder interviews, provider survey, and focus groups with community members)</p>		<p>Duration: 4 months December- March</p>
<p>Develop interview protocols for use with key stakeholders for both the 3-Year Plan and Annual Update</p>	<p>Data Collection & Community Engagement Plan</p>	<p>Data Collection & Community Engagement Plan: 12/9</p>
<p>Schedule and conduct interviews with 18-25 identified key stakeholders (10-15 for 3-Year Plan and 8-10 for Annual Update)</p>	<p>Interview Protocols</p>	<p>Interview Protocols: 1/3</p>
<p>Develop Provider Survey, revise based on feedback to be used with direct service providers (i.e., law enforcement agencies, providers, social service agencies, educators)</p>		
<p>Translate survey instrument into additional identified languages as needed</p>	<p>Provider Survey Tool</p>	<p>Provider Survey Tool: 1/3</p>
<p>Develop focus group protocol(s) for use with community members (i.e., veterans, adults and seniors with severe mental illness, families of individuals with severe mental illness)</p>		<p>Provider survey: 1/6-1/24</p>
<p>Translate focus group protocol(s) into additional identified languages as needed</p>		

Task 5: MHSA 3-Year Plan Development		
Ongoing Plan development including county demographics; project descriptions and projections for PEI, CSS, and INN report sections; inclusion of CPP engagement and community needs assessment findings; etc.	Complete draft of Three-Year Program and Expenditure Plan	Duration: 6 months Complete draft Three-Year Program and Expenditure Plan: 4/14
Task 6: FY 18/19 Annual Update Development		
Annual Update development including county demographics; project descriptions for PEI, CSS, and INN report sections; inclusion of CPP engagement and community needs assessment findings; etc.	Complete draft of Annual Update	Duration: 6 months Complete draft Annual Update: 4/17
Task 7: Public Review/Forum		
Release complete draft of MHSA Three-Year Program and Expenditure Plan and Annual Update for public review and comment Host two Public hearings – One for each report		Duration: 1 month Release Three-Year Program and Expenditure Plan and Annual Update to public review: 4/27 Public Forums: Week of May 25 th
Task 8: MHSA 3-Year Final Plan and Annual Update		
Revise Three-Year Program and Expenditure Plan based on feedback	Final Three-Year Program and Expenditure Plan	Duration: 1 month Final Three-Year Program and Expenditure Plan: 6/10

<p>Revise Annual Update based on feedback</p> <p>Provide additional technical assistance to Kings County staff as needed</p>	<p>Final Annual Update</p>	<p>Final Annual Update: 6/10</p> <p>Submission of final Three-Year Program and Expenditure Plan and Annual Update to the Department of Health Care Services and the Mental Health Oversight & Accountability Commission: 6/30 or sooner</p>

EXHIBIT-B BUDGET
EVALCORP
FISCAL YEAR 2019/2020

Line Item	Hours/ Units	Rate or Fixed Cost	Sub-total	Total
Direct Costs - Personnel				
Project Director – Dr. Kristen Donovan	310	\$115.00	\$35,650	
Project Manager – Mindy Friedman, JD, MPH	300	\$ 90.00	\$27,000	
Senior Consultant – Dr. Allison Wallin	510	\$ 75.00	\$38,250	
Research Assistants – Shayla Wilson, MPP; Meagan Kovacs, MS; Sabrina Perlman, MA	1120	\$ 65.00	\$72,800	
<i>Sub-total of personnel costs</i>				\$173,700
Travel				
Mileage and travel expenses (mileage billed at standard .580 cents per mile) for purposes of meetings, data collection & community engagement		\$4,200	\$4,200	
<i>Sub-total travel costs</i>				\$4,200
TOTAL BUDGET				\$177,900

(Billing invoices are due to KCBH by the 15th day of the following month for processing)

Behavioral Health County of Kings Branding Policy

Created August, 2009

Overview

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

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

Purpose

The services funded by BH are almost entirely funded with public dollars earmarked to provide specific services. As such, BH deems it necessary to demonstrate to the public how it: 1) utilizes those public funds; 2) exhibits the types of projects, programs, and services it is funding; and 3) generate public awareness of the collaboration between various programs in the County and the BH.

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

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

containing BH language and logo, or services funded, are used in a manner that is deemed offensive, discriminatory, political, or in violation of any County wide policies, BH has a right to demand the revision of the materials or services to eliminate any identified concerns. BH reserves the right to approve the use of materials utilizing the BH Brand should the need arise.

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

Benefits

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

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

BH is available to address any concerns or issues not covered in this policy on a case by case bases.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Behavioral Health - Lisa Lewis/UnChong Parry

SUBJECT: SERVICE RENEWAL AGREEMENT WITH RUBY SOLIZ FOR PATIENT'S RIGHTS ADVOCACY SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval for an agreement with Ruby Soliz to provide Patient's Rights Advocacy (PRA) services for Fiscal Year (FY) 2019-2020 as defined in the Welfare and Institutions (W&I) Code.

Recommendation:

Approve Service Renewal Agreement with Ruby Soliz to provide Patient's Rights Advocacy Services for the Behavioral Health Department for Fiscal Year 2019-2020.

Fiscal Impact:

There is no impact to the County General Fund. The contract amount is \$62,400, and was included in the Adopted FY 2019-2020 Budget, in Budget Unit 422500.

BACKGROUND:

The Behavioral Health Department is required to provide PRA services as defined in W&I Code, Section 5520, California Code of Regulations (CCR), Title 9, Section 863.2, and Mental Health Services Act (MHSA) Issues Resolution Process (IRP) services as defined in the Department of Health Care Services (DHCS) Performance Contract with KCBH.

The PRA's primary responsibilities are to act as local consultant and subject matter expert in the area of patient's/resident's rights, and work closely with all KCBH providers in resolving complaints brought forth by consumers.

(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

SERVICE RENEWAL AGREEMENT WITH RUBY SOLIZ FOR PATIENT'S RIGHTS ADVOCACY SERVICES

December 17, 2019

Page 2 of 2

The department released a Request for Qualification (RFQ) on May 1, 2018 and Ruby Soliz was selected based on her qualified experience and education background. The contract agreement for the FY 2018-2019 was executed on December 3, 2018 and the agreement term was based on 20 working hours per week, with the contract agreement amount of \$31,200.

As the Department increased its services in Mental Health and Substance Use Disorder programs in the past year, the PRA's work and responsibilities were also increased significantly. The Department has increased the PRA's contract agreement hours up to 40 hours per week for the FY 2019-2020.

This Agreement has been reviewed and approved as to form by 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 December 17, 2019

SUBMITTED BY: Department of Finance – James Erb

SUBJECT: RESOLUTION AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL
AGENCY INVESTMENT FUND

SUMMARY:

Overview:

On May 24, 1977, the Kings County Board of Supervisors adopted a Resolution authorizing the County Treasurer-Tax Collector to order the deposit and withdrawal of monies in the State Treasury's Local Agency Investment Fund for purposes of investment by the State Treasurer. The County has used this investment vehicle when advantageous since passage of the Resolution in 1977. Due to changes in Department of Finance staff, the resolution needs to be updated periodically.

Recommendation:

Adopt a Resolution authorizing the deposit and withdrawal of Kings County monies in the Local Agency Investment Fund in the State Treasury.

Fiscal Impact:

None.

BACKGROUND:

In 1976, the State of California established an Investment Fund in the State Treasury to be used by local agencies to pool their resources for investment. Kings County began participating in the Fund in 1977. Investment staff require the ability to deposit and withdrawal funds from the account. Due to employee changes in the Department of Finance, the resolution requires updating. The last update of the resolution was on July 18, 2006.

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

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

[Subject]

[Date]

Page 2 of 2

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the 17th day of December 2019, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

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

IN WITNESS WHEREOF, I have set my hand this _____ day of _____,
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 December 17, 2019

SUBMITTED BY: Fire Department – Clay Smith/Joshua Cunningham

SUBJECT: OUT OF STATE TRAVEL

SUMMARY:

Overview:

The Fire Department's Hazmat Unit is seeking authorization for Battalion Chief Joshua Cunningham, Fire Captains Roy Woodcock and Mike Ornellas, and Fire Apparatus Engineers Sean Hose, Anthony Gonzales, Christopher Mitchell and Danny Coelho to attend the Hazardous Materials Operations course in Anniston, Alabama from February 2-8, 2020.

Recommendation:

Approve the out-of-state travel request for Battalion Chief Joshua Cunningham, Fire Captains Roy Woodcock and Mike Ornellas, and Fire Apparatus Engineers Sean Hose, Anthony Gonzales, Christopher Mitchell, and Danny Coelho to attend the Hazardous Materials Operations course in Anniston, Alabama from February 2-8, 2020.

Fiscal Impact:

There will be no cost to the county General Fund, nor the Fire Fund. The estimated cost of this trip is approximately \$10,000. All travel, registration, lodging, and meals will be paid by the Center for Domestic Preparedness (CDP), who will make all of the arrangements for the trip. CDP is funded by the Federal Emergency Management Agency (FEMA); this organization provides training at no cost to state, local, and tribal emergency response personnel.

BACKGROUND:

The Kings County Fire Department participates in a regional hazardous materials team to provide initial mitigation response for hazardous materials incidents. Members of this team require training in specific techniques related to mitigating hazardous materials incidents.

(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

OUT OF STATE TRAVEL

December 17, 2019

Page 2 of 2

The Fire Department is required to provide ongoing training to team members for response purposes. Hazardous materials training is very expensive due to the high cost of specialized tools and required equipment. This training allows students to perform advanced, practical tasks in the nation's only toxic agent training facility. As a result, it is necessary to travel to this facility to receive this type of specialized instruction.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Department of Public Health – Edward Hill/Nancy Gerking
SUBJECT: FAMILY PLANNING, ACCESS, CARE AND TREATMENT PROVIDER APPLICATION
SUMMARY:

Overview:

The Department of Health Care Services (DHCS), Office of Family Planning (OFP) is certifying providers for continued participation in the Family Planning, Access, Care and Treatment (Family PACT) Program, and provides comprehensive family planning services to eligible California residents.

Recommendation:

Authorize the Director of Public Health to sign the Family Planning, Access, Care and Treatment Program Provider Application for Recertification for continued participation in the program.

Fiscal Impact:

No fiscal impact to the County General Fund. This gives the Public Health Department the ability to bill for services provided in the testing and treatment of sexually transmitted diseases (STD) and Human Immunodeficiency Virus (HIV) testing.

BACKGROUND:

The OFP is charged by the California Legislature “to make available to citizens of the State who are of childbearing age comprehensive medical knowledge, assistance, and services relating to the planning of families.” The purpose of family planning is to provide people a means by which they can decide for themselves the number, timing, and spacing of their children.

(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

FAMILY PLANNING, ACCESS, CARE AND TREATMENT PROVIDER APPLICATION

December 17, 2019

Page 2 of 2

OFP administers the Family PACT program. Family PACT is California's innovative approach to providing comprehensive family planning services to eligible low income (under 200% Federal poverty level) residents. Family PACT serves 1.1 million income eligible Californians of childbearing age through a network of 2,200 public and private providers. Services include comprehensive education, assistance, and services relating to family planning.

Family PACT is a program that provides family planning and related services to people who qualify. Family PACT covers the following services:

- Various birth control methods, including long-acting reversible contraceptives, emergency contraception, and sterilization;
- Family planning, counseling, and education;
- STD testing and treatment;
- HIV testing;
- Cervical cancer screening; and
- Limited fertility services.

If a client is eligible for Family PACT, they complete the Client Eligibility Certification (CEC) form, and can become a Family PACT client the same day. They will get a Health Access Programs (HAP) card, which allows the client to receive services for an entire year unless something changes to disqualify them.

The Health Department does not maintain a Family Planning Clinic but continues to address sexually transmitted disease testing and treatment and HIV testing under the Family PACT program. STDs are diseases passed between people when they have sexual contact. STDs are very common, but in many cases, they do not cause symptoms, so people do not know they have one. The most common STDs can be treated easily and cured. Other STDs cannot be cured, but the symptoms can be managed.

The Family Planning, Access, Care and Treatment Program Provider Application for Recertification has been reviewed and approved as to form by County Counsel.



Dear Applicant:

To enroll as a Family, Planning, Access, Care and Treatment (Family PACT) provider, please complete the enclosed Family PACT provider enrollment application package and return via secure email or mail to:

Email: ProviderServices@dhcs.ca.gov

Mail: Department of Health Care Services
Office of Family Planning
P.O. Box 997413, MS 8400
Sacramento, 95899-7413

Please read all the instructions included in the application package carefully, complete each item requested and **submit pages 6 through 9 with all attachments. Incomplete application packages will be deemed deficient and may result in a denial of the provider's application.**

Eligible Providers. Per California Welfare and Institutions Code (W&I Code), Section 24005(b) and (c), eligible providers are licensed medical personnel with family planning skills, competency and knowledge, who will provide the full range of services covered in the program, as long as these services are within the provider's scope of licensure and practice. Clinical providers electing to participate in the Family PACT Program must be enrolled Medi-Cal providers in good standing.

Solo providers, group providers or primary care clinics are eligible to apply for enrollment in the Family PACT Program if they currently have a National Provider Identifier (NPI) and are enrolled in Medi-Cal in good standing. An affiliate primary care clinic or APCC's enrollment in the Family PACT Program is dictated by W&I Code, Section 24005(t)(1) and (2). Intermittent clinics, as defined by Health and Safety Code (H&S Code), Section 1206(h) and mobile clinics, as defined by H&S Code, Sections 1765, 120, 1765.150 and 1765.155, must apply for enrollment in the Family PACT Program using their organizational NPI. The organizational NPI must be enrolled in Medi-Cal in good standing. The application packet shall be completed by the provider applicant only. Applications received by third party consultants or enrollment brokers will not be accepted.

Providers are required to submit their NPI with each application package.

Service Site. A provider's service site is where services are rendered. The service site is certified for enrollment in the Family PACT Program when the provider meets all the Family PACT provider enrollment requirements set forth in the Family PACT Policies, Procedures and Billing Instructions (PPBI) Manual. All information on the application must match the information on file with the Department of Health Care Services, Provider Enrollment Division.

Non-Physician Medical Practitioners. Non-Physician Medical Practitioners (NMPs) employed by a Medi-Cal provider who is applying to enroll in the Family PACT Program and who will be delivering Family PACT services must be identified on the application.

Provisional Enrollment. New Family PACT provider applicants, new provider locations, and/or Family PACT provider applicants recertifying their enrollment, will be provisionally certified for enrollment in the Family PACT program once the provider is enrolled in the Family PACT Program, and until an eligible representative completes a legislatively mandated Provider Orientation as determined by DHCS. The

Provider Orientation must be completed within six (6) months of the date of initial Family PACT enrollment for the provisional certification to be lifted. Failure to complete the Provider Orientation within six (6) months will result in disenrollment from the Family PACT program.

Providers who are enrolled in Medi-Cal, in good standing, and have submitted a Family PACT application may attend a Provider Orientation to certify a site for enrollment.

The medical director, Medical Doctor (MD), Certified Nurse Practitioner (CNP), or Certified Nurse Midwife (CNM) responsible for overseeing the family planning services to be rendered at the site establishing enrollment is eligible to certify the site. Site certifiers shall sign a statement of affirming responsibility. Provider Orientation details and registration information are posted on the Family PACT website at www.familypact.org.

Records Retention. To participate in the Family PACT Program, providers must maintain legible copies of all initial and updated applications and initial and updated practitioner agreements at the provider site.

Reporting a Change of Information. Providers are required to report any change in previously submitted information to DHCS Office of Family Planning (OFP) and DHCS Provider Enrollment Division (PED) within 35 days of the action taken. When submitting changes to a Medi-Cal record (for example, changes to a service address, NPI, FEIN, legal name or business name), providers are required to submit a completed application packet to Family PACT Provider Enrollment.

If adding a new or additional service site, submitting a change of provider type, or a change of ownership, a provider must re-apply for enrollment in the Family PACT Program.

Provider Disenrollment. Providers may terminate their participation in the Family PACT Program at any time by providing written notification of voluntary termination to Family PACT Provider Enrollment. The letter should be on provider or clinic letterhead and must include the NPI, the service site address, effective date of disenrollment and the provider-owner's signature.

Providers are subject to disenrollment for failure to adhere to program policies and administrative practices. Failure to notify DHCS Provider Enrollment Division and the Office of Family Planning/Family PACT Program of any changes to previously submitted information (for example, a change of service location) may result in disenrollment from the Family PACT Program. On-site visits and attempts at corrective action may be made prior to disenrollment at DHCS' discretion. Disenrollment from the Family PACT Program by DHCS is not subject to administrative appeal.

DHCS may restrict the participation of a provider in Medi-Cal through suspension or determine that a provider is ineligible to participate in the Medi-Cal program. If a provider is suspended from the Medi-Cal program, enrollment in the Family PACT Program is terminated effective the date of the Medi-Cal suspension and Family PACT services are no longer reimbursable.

If you have any additional enrollment questions, please contact the Family PACT Program at (916) 650-0414 or by email at ProviderServices@dhcs.ca.gov.

Family PACT Program

Enclosure(s)

**INSTRUCTIONS FOR COMPLETING OF THE
FAMILY PACT PROVIDER APPLICATION (DHCS 4468)**

DO NOT USE staples on this form or on any attachments.

DO NOT USE correction tape, white out, or highlighter pen on this form. If you must make corrections, please line through, date, and initial in ink.

DO NOT LEAVE any questions, boxes, lines, etc. blank. Enter N/A if not applicable to you.

Omission of any information or documentation on this form or failure to sign any of the required documents may result in a denial of the provider's application.

Submit one application packet for each service site.

The information on the application forms must match the information on file with the DHCS PED.

Original signatures are required. Please use blue ink only.

This form is part of an application for enrollment or continued enrollment as a provider in the Family PACT Program. Applicants may be subject to an on-site inspection and to unannounced visits prior to enrollment or approval for continued enrollment in the program. In addition to this form and requested documentation, a Family PACT Provider Agreement (DHCS 4469) and Family PACT Practitioner Participation Agreement (DHCS 4470) must also be completed for enrollment or continued enrollment. The DHCS 4470 is not required to be completed by an APCC, nonprofit community clinic or PCC, Federally Qualified Health Center (FQHC), Rural Health Clinic (RHC), or Indian Health Services (IHS). Additional information can be found on the Family PACT website (www.familyact.org) by clicking the "Providers" tab, followed by "Provider Enrollment".

Important:

Read all instructions and gather the following documents to submit with the application. Please remember to include a legible copy of the following with your application packet.

- IRS issued Taxpayer Identification Number (TIN)
- License to provide health services
- Fictitious Business Name Statement, if applicable
- Driver's license or state issued identification card of individual signing the application
- Additional documentation requested by DHCS.

National Provider Identifier (NPI)—enter the NPI of the primary service site.

Date – enter the date you are completing the application.

Enrollment Action Requested—check all actions that apply.

"New Provider"—check if the provider is not currently enrolled in the Family PACT Program as a provider with an active provider number.

"Recertification"— Do not check this box unless you have received notification from the Department to apply for continued enrollment in the Family PACT Program.

"Change of service site address"—check if the provider is currently enrolled in the Family PACT Program and is requesting to relocate to a new business address and vacate the old location.

“New Taxpayer ID number”—check if a new Taxpayer Identification Number (TIN) was issued by the IRS. Indicate new TIN number and attach a legible copy of the IRS form 941, Form 8109-c, Letter 147-C, Form 2363, Form SS-4 or Exempt Form 1023.

“Change of ownership”—check if there is a change of ownership as defined in CCR, Title 22, Section 51000.6. Indicate the effective date in the space provided.

“Previous Family PACT Provider”-Were you previously enrolled into the Family PACT Program? If yes, provide your NPI.

“Medi-Cal Enrollment Status”—check if the site is currently enrolled in the Medi-Cal program. Indicate the application enrollment status, as applicable.

“Type of entity”—check the box which applies to your business structure. Your corporate status will be verified using the corporate number and state in which incorporated. If a partnership, you must attach a legible copy of the partnership agreement. If you check “other”, list the type of legal entity.

1. **“Service Site Legal Name”** the service site name listed with the Internal Revenue Service (IRS).
2. **“Service Site Business Name”** the service site business name (i.e. fictitious name if applicable).
3. **“Service Site Telephone Number”** is the primary service site telephone number used at the service location. A cell phone, answering service, facsimile machine, biller or billing service, or answering machine shall not be used as the primary service site telephone number.
4. **“Service Site Email Address”** is the primary service site email used at the service location.
5. **“Service Site Fax Number”** is the primary service site fax used at the primary service location.
6. **“Fictitious Business Name”**— check if the business name is fictitious. If this is a fictitious business name, provide the Fictitious Business Name Statement/Permit number and effective date. Attach a legible copy of the recorded/stamped Fictitious Business Name Statement/Permit to the application. If non-applicable, write “N/A”.
7. **“Service Site Address”** is the address, including the street name and number, room or suite number or letter, city, county, state, and nine-digit ZIP code where services are rendered. A post office or commercial box is not acceptable. The address must match the address submitted to Medi-Cal for enrollment.
8. **“Pay-to-Address”** is the address at which the provider wishes to receive payment. The pay-to address should include, as applicable, the post office box number, street number and name, room or suite number or letter, city, state, and nine-digit ZIP code. The address must match the address submitted to Medi-Cal for enrollment.
9. **“Mailing Address”** is the address at which the provider wishes to receive general DHCS correspondence. The mailing address should include, as applicable, the post office box number, street number and name, room or suite number or letter, city, state, and nine-digit ZIP code. The address must match the address submitted to Medi-Cal for enrollment.
10. **“License Number”** enter the license/certificate number, or other approval to provide health care services at the service site. If you are a licensed clinic, attach a legible copy of the license or certificate, issued by California Department of Public Health. If you are a physician, attach a legible copy of the license or certificate issued by the California Department of Consumers Affairs/Medical Board of California. Enter the effective date and the expiration date of the license/certificate number. If you are a government entity, write “Exempt”.

11. **“Taxpayer Identification Number (TIN)”** enter the TIN issued by the IRS. Attach a legible copy of the IRS Form 941, Form 8109-C, Letter 147-C, Form 2363, Form SS-4, or Exemption Form 1023..
12. **“Social Security Number (SSN)”** if the business is a sole proprietorship not using a TIN, provide the social security number of the sole proprietor.
13. **“Ownership Interest and/or Managing Control Information (Entities)”**— list all corporations, unincorporated associations, partnerships, or similar entities having 5% or more (direct or indirect) ownership or control interest, or **any** partnership interest, in the applicant/provider identified in number 1.
14. **“Site Certifier”** – each service site location must designate one eligible representative to be a site certifier. The site certifier is responsible for overseeing family planning services at the location to be enrolled. A Medical Director, MD, CNP, or CNM is eligible to certify a site. The site certifier cannot certify multiple sites.
15. **“Sublease”** – if applicant subleases the location where services are being rendered or provided, attach a copy of all sublease agreements. Agreements must include sublessor and sublessee name, address, telephone number, and terms and conditions.
16. **“Practitioners”** are MDs, CNP, CNM, and Non-Physician Medical Practitioners who are enrolled in Medi-Cal and will provide clinical family planning services under the Family PACT Program. Enter the practitioner name, professional license number, individual NPI and indicate whether or not the person is trained in providing Long Acting Reversible Contraceptives (LARC).

Information about the individual signing this application.

17. **“Print Name of Person Signing the Application”**—print the last, first, and middle name of the person who is signing the application. The application must be signed by a person who is authorized to legally bind the provider.
18. **“Driver’s License”** - enter the driver’s license or state-issued identification number and state of issuance of the individual named in number 17. Attach a legible copy to the application.
19. **“Date of Birth”** - enter the date of birth of the individual named in number 17.
20. **“Social Security Number”** - enter the social security number of the individual named in number 17.
21. **“Penalty of Perjury”** - an original signature and title of the individual named in number 17 is required. Include the city, state, and the date where the application was signed.
22. **“Contact Person’s Information”** - enter the last, first, and middle name, title, e-mail address, and telephone number of the individual who can be contacted by DHCS to answer questions regarding the application package. Failure to include this information may result in the application package being returned deficient for item(s) that a provider can readily provide by email, fax or telephone.

Privacy Statement (Civil Code, Section 1798 et seq.)

This information requested on this form is required by the Department of Health Care Services for purposes of identification and document processing. Furnishing the information requested on this form is mandatory. Failure to provide the mandatory information may result in your application being delayed or not processed.



FAMILY PACT PROVIDER APPLICATION

FOR STATE USE ONLY

OFP ID#: _____

Please indicate if this is a new application or corrections to a previously submitted application.

NEW APPLICATION

CORRECTED APPLICATION

National Provider Identifier (NPI)

Date

Enrollment action requested **(check all that apply)**

New provider

New Tax Payer ID number (TIN)

Recertification

Change of ownership

Change of service site address

Indicate effective date

Have you ever been a Family PACT Provider? Yes No

If yes, what was your previous NPI?

Medi-Cal Enrollment Status

I am currently enrolled in the Medi-Cal program at this service site address under this legal name.

I am not currently enrolled in the Medi-Cal program.

I have a pending Medi-Cal application.

Date Application sent:

Type of Entity (check one)

Sole Proprietor

Government entity

Group Provider

Licensed Community/Free Clinic

Rural Health Clinic (RHC)

Federally Qualified Health Center (FQHC)

Other

1. Service Site Legal Name (as listed with the IRS)

2. Service Site Business Name

3. Service Site Telephone Number

4. Service Site Email Address

5. Service Site FAX Number

6. Is this a fictitious business name? Yes No	If yes, list the fictitious business name statement/permit number (attach legible copy) Fictitious name Permit number		Permit Effective Date	
7. Service Site Address (number, street)	City	County	State	Nine-digit ZIP code
8. Pay to Address (number, street, P.O. Box number)	City	County	State	Nine-digit ZIP code
9. Mailing Address (number, street, P.O. Box number)	City	County	State	Nine-digit ZIP code
10. License number to provide health care services (attach a legible copy)	License effective date		License expiration date	
11. Taxpayer Identification Number (TIN issued by the IRS (attach a legible copy of the IRS form)		12. Social Security Number (SSN). If sole proprietor not using TIN, you must disclose this number.		

13. Ownership Interest and/or Managing Control Information (Entity)

If this section does not apply, draw a line through all fields or N/A.

Entity Legal Business Name	Percentage of Ownership or Control	NPI Number (If Applicable)
Entity Legal Business Name	Percentage of Ownership or Control	NPI Number (If Applicable)

14. Site Certifier: Each service site location must designate one eligible representative to be a site certifier. The site certifier is responsible for overseeing family planning services at the location to be enrolled. A Medical Director, MD, CNP, or CNM is eligible to certify a site. The site certifier cannot certify multiple sites.

Site Certifier Name	Site Certifier Individual NPI	Professional License Number
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15. Does the provider sublease the service site where services are rendered? Yes No
If yes, include a copy of all sublease agreements. Agreements must include sublessor and sublessee name, address, telephone number, terms of sublease and amount of sublease.

16. Practitioners: MDs, CNPs, CNM, and NMPs who are enrolled in Medi-Cal and will provide clinical family planning services under the Family PACT Program. Enter the practitioner name, professional license number, individual NPI and indicate whether the person is trained in providing Long-Acting Reversible Contraception (LARC). Effective June 1, 2019, each provider site enrolling into the Family PACT Program must identify, at a minimum, one practitioner trained to provide LARC services on-site. Please attach a separate legible sheet of paper listing any additional practitioners not reported below.

Practitioner Name	Individual NPI	Professional License Number	LARC Trained Yes No
Practitioner Name	Individual NPI	Professional License Number	LARC Trained Yes No
Practitioner Name	Individual NPI	Professional License Number	LARC Trained Yes No
Practitioner Name	Individual NPI	Professional License Number	LARC Trained Yes No

Information about the Individual Signing this Application

17. Print name of person signing the application on behalf of the provider, who is authorized to legally bind the provider.

Last	First	Middle
18. Driver's license or state-issued identification number and state of issuance, of individual named in number 17. (attach legible copy)	19. Date of Birth of individual named in number 17.	20. Social Security Number of individual named in number 17.

21. I declare under penalty of perjury under the laws of the State of California that the foregoing information in this document, in the attachments are true, accurate, and complete to the best of my knowledge and belief. I declare that I have the authority to legally bind the applicant or provider pursuant to CCR, Title 22, Section 51000.30(a)(2)(B).

Signature of person signing the application on behalf of the provider. Signature of the individual named in number 17.	Title of individual named in number 17.
---------------------------------------------------------------------------------------------------------------------------	-----------------------------------------

Executed at: _____ on _____
(City) (State) (Date)

22 Contact Person's Information:

Enter the last, first, and middle name/initial, title, e-mail address and telephone number of the individual who can be contacted by DHCS to answer questions regarding the application packet. Failure to include this information may result in the application packet being returned deficient for item(s) that a provider may be able to provide by email, fax or telephone.

Last Name	First Name	Middle Name/Initial
Title/Position	E-mail address	Telephone number

If you need assistance with completing this application, please contact the Family PACT program at (916) 650-0414 or by email at ProviderServices@dhcs.ca.gov.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Department of Public Health – Edward Hill/Nancy Gerking

SUBJECT: MEMORANDUM OF UNDERSTANDING AND INTERAGENCY AGREEMENTS BETWEEN PUBLIC HEALTH DEPARTMENT, HUMAN SERVICES AGENCY, AND PROBATION DEPARTMENT

SUMMARY:

Overview:

The Interagency Agreement between Public Health Department, Human Services Agency (HSA), and Kings County Probation is to assure compliance with Federal and State regulations and the appropriate expenditure of Early Periodic Screening, Diagnosis, and Treatment (EPSDT) funds in the implementation of the Child Health and Disability Prevention (CHDP) Program.

Recommendation:

Authorize the Public Health Director to sign the Memorandum of Understanding between Public Health Department, Human Services Agency, and Probation Department to assure compliance with Federal and State regulations in implementation of the Child Health and Disability Prevention Program.

Fiscal Impact:

No fiscal impact to the County General Fund.

BACKGROUND:

The Memorandum of Understanding (MOU) between Child Health and Disability Prevention (CHDP) for FY 2020-2021, the Foster Care in the Human Services Agency, Foster Care Placement in Probation, and Health Care Program for Children in Foster Care is a collaboration of services in creating a more comprehensive system of health service delivery to children in out-of-home placement.

(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

MEMORANDUM OF UNDERSTANDING AND INTERAGENCY AGREEMENTS BETWEEN PUBLIC HEALTH DEPARTMENT, HUMAN SERVICES AGENCY, AND PROBATION DEPARTMENT

December 17, 2019

Page 2 of 2

The goal of the Public Health Nurse (PHN) in child welfare agencies is to promote and facilitate access to appropriate health care services for the children. The child's social worker/probation worker is ultimately responsible for addressing the child's education, emotional, developmental, and health care needs. Close collaboration between the PHNs and child's social worker/probation officer, working as members of a team to promote the health and well-being of the child, is essential for all personnel charged with protecting the child in foster care.

The Memorandum of Understanding has been reviewed and approved as to form by County Counsel.

MEMORANDA
OF
UNDERSTANDING
AND
INTERAGENCY
AGREEMENTS

**Children's' Medical Services
 Memoranda of Understanding (MOU) / Interagency Agreements (IAA) Listing
 Fiscal Year 2018-2019
 County or City Kings**

List all current Memoranda of Understanding (MOUs) and Interagency Agreements (IAAs) in California Children's Services, Child Health and Disability Prevention Program, and Health Care Program for Children in Foster Care. Specify whether the MOU or IAA has changed. Submit only those MOUs and IAAs that are new, have been renewed, or have been revised. For audit purposes, counties or cities should maintain current MOUs and IAAs on file.

Title or Name of MOU / IAA	Is This a MOU or IAA?	Effective Dates	Date Last Reviewed by County	Name of Person Responsible for This MOU / IAA	Did This MOU/IAA Change? (Yes or No)
CHDP / HSA / PO (Federal)	MOU	7/19 - 6/21	10/31/17	Marjorie Batin	Yes
HSA / PO / HCPCFC (Federal)	MOU	7/19 - 6/21	10/31/17	Marjorie Batin	No
Head Start / Lead IAA	IAA	7/18 - 6/20	1/3/19	Marjorie Batin	Yes
CCS & SELPA	IAA	7/18- 6/20	1/3/19	Marjorie Batin	No
CCS / MTU CT Physician	MOU	7/19 - 6/20	1/31/19	Marjorie Batin	Yes

County/City: Kings County

Effective Dates: 7/1/19-6/30/21

Memorandum of Understanding

FISCAL YEAR 2019-2020

and

FISCAL YEAR 2020-2021

COMPLIANCE CERTIFICATION

KINGS COUNTY HEALTH DEPARTMENT

AND

HUMAN SERVICES AGENCY

AND

PROBATION DEPARTMENT

KINGS COUNTY

CHILD HEALTH AND DISABILITY PREVENTION PROGRAM

HUMAN SERVICES AGENCY

PROBATION DEPARTMENT

FISCAL YEAR 2019-2020

and

FISCAL YEAR 2020-2021

INTERAGENCY AGREEMENT

I. STATEMENT OF AGREEMENT

This agreement is entered into between Kings County Department of Public Health Services, Kings County Human Services Agency, and Kings County Probation Department to assure compliance with Federal and State regulations and the appropriate expenditure of Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) funds in the implementation of the Child Health and Disability Prevention (CHDP) Program.

II. STATEMENT OF NEED

The following specific needs in Kings County have been identified by the Health and Social Services departments as a focus for Fiscal Years 2019 - 2020 and 2020 - 2021:

- A. Need for increasing the number of referrals for CHDP services using a variety of modalities, including continuing staff education for the purposes of increasing referrals and identifying children's health conditions for which to seek consultation and coordination by trained health professionals.
- B. Need for increasing the children ages 0-21 years receiving health assessments.
- C. Need for increasing coordinated, comprehensive, and culturally competent services for children living in foster care (relative/kinship, foster family homes, group homes, etc.) including CHDP health assessment services and needed diagnostic and treatment services.
- D. Need to continue updating all information and changes within the departments and to maintain open communication to decrease the possibility of gaps in existing program.
- E. Need to review the Performance Measure objectives for the years of the agreement that represent joint activities of health and social services departments.

- F. Need to provide information and consultation regarding CHDP resources and general public health services in child care settings throughout the county.
- G. Need for involvement of other community organizations in the program, such as March of Dimes, Early Intervention, Board of Education, the Central Valley Regional Center, First Five and other advocacy groups.
- H. Need for evaluation of reporting systems between the Programs in the Health Department and Human Services Agency.
- I. Need to coordinate with Medi-Cal Managed Care Plans.
- J. Need to keep abreast of changes in State or Federal Regulations that affect Program services.

III. ORGANIZATIONAL AND FUNCTIONAL RELATIONSHIPS

- A. The exchange of information about persons applying for or receiving Medi-Cal, with or without linkages to other social services programs as outlined in this document, is permitted by state and federal law and regulations, and is to be maintained in a confidential manner.
- B. Attachment A: Organizational charts display the important points of interface between CHDP and the Human Services Agency, including programs and personnel.
 - 1. The relationship between the administrative staff of the CHDP Program and the administrative staff of the Human Services Agency: Attachment A-1.
 - 2. Health system inter-relationships: Attachments A-2.1 and A-2.2.
 - 3. Human Services Agency system inter-relationships: Attachment A-4-1.
 - 4. The relationship with probation department, licensed adoption agencies, and placement agencies: Attachment A-1.
 - 5. Relationship with EPSDT to the Human Services Agency and Probation Department: Attachments A-1 and A-3.
 - 6. Reporting relationship of EPSDT unit to the CHDP Deputy Director: Attachments A-1 and A-3.
 - 7. Name, title and location of liaison personnel from the Human Services Agency and Health Department services: Attachment A-1.
 - 8. Health Care Program for Children in Foster Care Program: Attachments A-1 and A-3.
- C. Flow charts depicting the CHDP process of informing from availability of health care, preventive care, through diagnosis and treatment for:
 - 1. California Work Opportunity and Responsibility to Kids (CalWORKS) families, by phone and in-person application/annual redetermination: Attachments B1.1 and B1.2.
 - 2. Medi-Cal: Attachments B1.1 and B1.2.
 - a) In-person Application/Annual Redetermination.
 - b) Mail-in Application/Redetermination
 - 3. Children placed in Foster Care: Attachment B1.3

Legend indicates departmental responsibility for each step.

IV. HUMAN SERVICES AGENCY RESPONSIBILITIES AND ACTIVITIES

A. Basic informing and documentation of informing for CalWORKs or Medi-Cal:

Following are the requirements for basic informing and documentation of informing by Eligibility Determination staff of persons applying for, or receiving CalWORKs or Medi-Cal only:

1. The Kings County Human Services Agency adheres to all regulations regarding the informing the responsible adult who is blind, deaf, illiterate, or does not understand the English language.

- a) Blind or illiterate adults seeking information and services will be informed orally all of the information identified under Section 4, Item A, 1 and 2 below. This includes an explanation of CHDP, the value of preventive health assessments, the difference between episodic and wellness care, the availability of health and dental assessments, the importance of prompt treatment, and the assistance to obtain all services from the CHDP Program. This information will be documented as indicated in the InterAgency Agreement (IAA).

- b) Hearing impaired clients seeking information and services will be informed of the above information using the American Sign Language (ASL) if client is able to communicate with ASL.

The Kings County government uses a contract ASL service out of an adjacent town when necessary. Information is also available in hard copy.

- c) For all non-English speaking adults, every effort is made for bilingual staff assistance. If no staff are available for a specific language, we use Language Line Incorporated by phone; on-site Orchid Interpreting Incorporated; and for Sign Language, Hands on Communication.

2. In-person Application/Annual Redetermination

- a) In the requested face-to-face eligibility intake interview or at the time of the annual redetermination, the appropriate responsible adult(s) for Medi-Cal eligible persons (including unborns) and applicants under 21 years of age will be:

- (1) Given a state approved brochure about the CHDP Program.

- (2) Given an oral explanation about CHDP including:

- (a) the value of preventive health services and the difference between episodic and wellness care;

- (b) availability of health assessments;

- (c) availability of dental services;

- (d) the need for prompt diagnosis and treatment of suspected conditions to prevent disabilities and that all medically necessary diagnosis and treatment services will be paid for by Medi-Cal; and

- (e) the nature, scope, and benefits of the CHDP Program.

- (3) Asked questions to determine whether:
 - (a) more information about CHDP Program services is wanted;
 - (b) CHDP Program Services - medical and/or dental - are wanted; and
 - (c) appointment scheduling and/or transportation assistance are needed to obtain requested CHDP medical and/or dental services.
 - b) The Eligibility Determination staff will document in C-IV case narrative (Probation uses non-automated systems) that face to face informing occurred:
 - (1) Explanation and brochure given,
 - (2) Date of explanation and giving of brochure, and
 - (3) Person's responses to CHDP services questions.
 3. Mail-in, Application/Annual Redetermination, Medi-Cal only
 - a) Responsible adult(s) for Medi-Cal eligible person under 21 years of age who apply by mail will do so through a state approved Medi-Cal Application/Annual Redetermination form. The Application/Annual Redetermination process includes the mailing of a state-approved brochure about the CHDP program to the applicant. The state-approved brochure about the CHDP Program, "Medical and Dental Health Checkups", informs the family where to call or write if:
 - (1) more information about CHDP Program services is wanted; or
 - (2) help with getting an appointment and transportation to medical care is needed.
 - b) Eligibility Determination staff will document on the PM-357 in C-IV and send form to CHDP if any follow-up action is required.

Note: Any "Yes" response to the CHDP questions or offer of services through face-to-face encounters, phone contact, or mail-in requests requires a referral on the CHDP Referral Form PM-357 in C-IV.

B. Basic Informing and Documentation of Informing for Children in Foster Care Program Placements

Following are the requirements for basic informing and documentation of informing by staff responsible for placement of children in foster care, including placements controlled by the probation department, licensed adoption agency, and/or placement agencies.

1. Within 30 days of the date of placement, the staff responsible for placing the child, i.e., social worker, probation officer, will document the need, for any known health, medical, or dental care and will ensure that information is given to the payee, hereafter referred to as the substitute care provider, about the needs of the eligible person and the availability of CHDP services through the CHDP Program. (In the case of an out-of-state placement, the social worker shall ensure information is given to the substitute care provider about the federal EPSDT services.) The substitute care provider and/or child will be:

- a) Given a state approved brochure about CHDP services and information about the child’s need of preventive health care, and
 - b) Given a face-to-face oral explanation about CHDP including:
 - (1) the value of preventive health services and the difference between episodic and wellness care;
 - (2) availability of health assessment according to the CHDP periodicity schedule, and how to obtain health assessments at more frequent intervals if no health assessment history is documented, or the child has entered a new foster care placement;
 - (3) availability of annual dental exams for children one year of age and older;
 - (4) the need for prompt diagnosis and treatment of suspected conditions to prevent disabilities and that all medically necessary diagnosis and treatment services will be paid for by Medi-Cal; and
 - (5) the nature, scope and benefits of the CHDP Program.
 - c) Asked questions to determine whether:
 - (1) more information, about CHDP Program Services is wanted;
 - (2) CHDP Program Services - medical and/or dental - are wanted; and
 - (3) appointment scheduling and/or transportation assistance are needed to obtain CHDP medical and/or dental services.
2. The Child Welfare Services staff responsible for placement will document the substitute care provider’s response to the questions in the CHDP Program area of the Identification Page in the Placement Notebook in the Placement Management Section in the Client Services Application on the Child Welfare Services/Case Management System (CWS/CMS) by documenting:
- a) Date care provider was informed of the CHDP Program and brochure given; and
 - b) Care provider’s request for CHDP services.
3. “Payee,” referred to as the “Out-of-home care provider” or care provider is defined as the foster parent(s) in a foster home, or the officially designated representative of the payee when the child is in the foster care program or Medi-Cal eligible child resides in a group home, residential treatment center, or other out-of-home care facility.
4. Child Welfare Services staff responsible for the child in a foster care placement will complete annual informing of the care provider/child and include information about CHDP preventative health services, unmet health care needs requiring follow up, and a review of the child’s access to a primary care provider according to the process outlined for initial informing in B.1.a. through B.1.c.; and will document the results of informing in the case plan update.

5. The probation department, licensed adoption agency, or other placement agency staff responsible for placement will complete annual informing and the documentation of that informing according to the outline in B.1. and B.3.
6. Informing requirements described in B.1 through B.3 shall apply for placements controlled by the probation department and/or licensed adoption agency.
7. At the time of placement and at least annually thereafter, the case worker will explain the purpose and availability of the CHDP and DentiCal Programs to the out of home placement with a relative, whether in or out of county; or upon return to the parent(s).

The substitute care provider will be given a copy of the current CHDP brochure.

In the event the substitute care provider wishes to participate in the DentiCal Program, but prefers to make his/her own appointment, a copy of the current DentiCal provider list will be provided.

This procedure applies to all placements and each case worker, regardless of function, is responsible for insuring compliance.

8. The Eligibility Worker does the process without the PM 357 from the Social Worker. They will enter responses in C-IV and route the printed form to Health Department. If the foster child is placed out of county, the EPSDT Counselor forwards the PM-357 to the appropriate county. (Eligibility would have been established.) Copy of PM-357 becomes part of permanent record. For the complete process in detail, see Attachment "C", Section IV.

C. Referral to the EPSDT Unit or CHDP Program

1. All "yes" responses to the offers of more information about CHDP, CHDP medical/dental services, and appointment scheduling/ transportation assistance will be documented on a "CHDP Referral Form" (PM-357), in C-IV, or a state approved alternate form. The referral form will be sent to the EPSDT worker in the CHDP Program. This action is required to ensure that these services are received and that any necessary diagnostic and/or treatment services are initiated within 120 days of the date of eligibility determination for persons receiving assistance through CalWORKs or Medi-Cal only, and within 120 days of the date of request if by self-referral or for children in foster care placements.
2. Medi-Cal managed care is available in Kings County.

3. All foster care children placed out-of-county are referred for CHDP services directly to the out of county provider by the case worker from Human Services. Before placement is made, the services available in the home are evaluated and must have provision for CHDP and Medi-Cal services.

There are no exceptions to the procedure to ensure referral to CHDP in foster care placement. A PM-357 is filled out completely, processed through Human Services, and sent to the EPSDT worker. If placement is made out of county, the PM-357 is sent to the local CHDP Program for case management.

4. Referral requirements described in C1 and C2 above shall apply to children in foster care placements controlled by the probation department and/or licensed adoption agency.

- a) The Placement Officer in the Probation Department

- (1) Explains availability and purpose of CHDP and DentiCal Programs to all foster parents at initial placement, 6-month redeterminations, and at other times as requested by foster parent.
- (2) Gives foster parent CHDP brochure.
- (3) Gives DentiCare provider list to foster parent if he/she chooses to make own appointment.
- (4) Assesses transportation or scheduling problems in obtaining CHDP services.

- b) Eligibility Worker

- (1) Assures proper completion of form, adding person and case number.
- (2) If no services desired, file in Eligibility case file.
- (3) If services desired, routes PM-357 to EPSDT Worker. (New applications -- PM-357 routed via clerical, who stamps authorization date and ongoing Eligibility Worker number.)
- (4) Documents cases in C-IV.

The following will be documented when any "yes" response is given, written or verbal, to the offer of services:

1. Case Name and Medi-Cal Identification Number.
2. Type of services requested:
 - a) Additional information.
 - b) Medical services.
 - c) Dental services.
 - d) Transportation assistance.
 - e) Appointment scheduling assistance.
3. Source of referral:
 - a) New application.
 - b) Redetermination.
 - c) Self-referral.

4. Case type:
 - a) CalWORKs (identified on existing form as AFDC).
 - b) Foster Care.
 - c) Medi-Cal Only (Full Scope, Limited Scope with or without a Share-of-Cost).
5. Complete listing of members in case with birthdates, including unborns with expected date of confinement (EDC).
6. Listing of the payee/substitute care provider and child in foster care.
7. Residence address and telephone numbers.
8. Eligibility Worker signature.
9. Date of eligibility determination for CalWORKs and Medi-Cal only cases or date of request for children in foster care and self-referrals.

D. Case Management for Children in Foster Care

1. The staff responsible for placement of the child will ensure that the child receives medical and dental care which places attention on preventive health services through the CHDP Program, or equivalent preventive health services in accordance with the CHDP program's schedule for periodic health and dental assessments. More frequent health assessments may be obtained for a child when the child enters a new placement.
2. The staff responsible for placement of the child will ensure that arrangements are made for necessary diagnosis and treatment of health conditions suspected or identified.
3. Medical and dental records including but not limited to copies of the CHDP Confidential Screening/Billing Reports (PM-160 or Care Coordination form) or results of equivalent preventive health services for any child in foster care; and for children in foster care over one year of age, report(s) of dental visit(s), must be maintained in the case record.
4. The case record will contain a plan which will ensure that the child receives medical and dental care which places attention on preventive health services through the CHDP or equivalent preventive health services in accordance with the CHDP Program's schedule for periodic health and dental assessments.

V. EPSDT UNIT RESPONSIBILITIES AND ACTIVITIES

- A. The EPSDT Counselor is both under the administration of and stationed at the Kings County Health Department.
- B. There is one EPSDT Counselor assigned to the CHDP Program. EPSDT Services are provided with the assistance of the Service Workers in the Human Services Agency, to meet the needs of the Medi-Cal minor. (Attachment D for duty statement)
- C. The EPSDT Counselor is supervised, medically and administratively, by the Health Officer or his delegate, and day-to-day, by the Deputy Director of the CHDP Program.

- D. The unit will accept and take appropriate action on all referrals of Medi-Cal eligible persons under 21 years of age, including unborns, and will:
1. Intensively inform those requesting more information, and offer Scheduling and Transportation assistance to those who then request CHDP Medical and/or Dental Services.
 2. Provide all requested Scheduling and/or Transportation assistance so that medical and/or dental Services can be received from a managed care plan or from a provider of the requester's choice. These services will be provided and diagnosis and treatment initiated within 120 days of the person's date of eligibility determination or redetermination, and within 120 days of a request if by self referral or for children in foster care placements unless:
 - a) Eligibility is lost, or
 - b) Recipient is lost to contact and a Good Faith Effort was made to locate as defined in Section VII; or,
 - c) Failure to receive services was due to an action or decision of the family/recipient.
 - d) New and established members in Medi-Cal Managed Care Plans receive the same services with Scheduling and/or Transportation as described in Attachment D.
 3. Assure that families asking for health assessment procedures not furnished by their provider are referred to another provider for those procedures so that all requested CHDP Services are received within 120 days of the initial request.
 - a) All Medi-Cal Managed Care Plans offer all CHDP health assessment services. If a problem should arise, the local program would work with the managed care plan.
 4. Follow up on families requesting appointment Scheduling and Transportation assistance to:
 - a) Re-offer Scheduling and Transportation assistance to those persons whose failure to keep appointments was not due to an action or decision of the family/recipient.
 - b) Offer and provide requested assistance to those for whom further diagnosis and treatment is indicated.
 - c) The same process is followed for recipients in Medi-Cal Managed care plans.

- E. The following will be documented on the CHDP Referral Form, PM-357 in C-IV, or an alternate state approved form for each eligible person listed:
1. Type of transportation assistance and date given.
 2. Appointment scheduling assistance and date given.
 3. Date(s) of appointment(s) and name(s) of provider(s).
 4. Confirmation of CHDP Services:
 - a) Health assessment requires a PM-160 or Care Coordination form on file or provider certification of provision of service.
 - b) Dental services require family, provider or recipient verification.
 5. Follow-up to needed diagnosis and treatment:
 - a) Response to offer of appointment scheduling and transportation assistance.
 - b) Type of transportation assistance and date given.
 - c) Date(s) of appointment(s) and name(s) of provider(s).
 - d) Confirmation of care - PM-161 or similar form of verification by provider.
 6. Date appointment scheduling and/or transportation assistance was declined and by whom.
 7. Disposition of case: appointment kept or not kept, eligibility lost, family declined further services, or family/person lost to contact, and Good Faith Effort was made to locate the person as defined in Section VII.
- F. A quarterly report will be submitted to the State Department of Health Services by the 15th day following the end of each quarter, showing the number of CalWORKs and Medi-Cal-only recipients requesting CHDP Services. This report will be used to verify information submitted annually on the Case Management Data Flow sheet as part of the County's Plan and Budget for the following fiscal year.

VI. CHDP PROGRAM RESPONSIBILITIES AND ACTIVITIES

- A. An adequate number of medical providers will be available to meet county needs and federal regulations in regard to allowable time frames.
- B. The local CHDP Program will make all possible attempts to assure an adequate number of dental providers to meet local needs and federal regulations.
- C. An adequate supply of the following materials will be available to meet Human Services Agency and other county needs:
 1. State approved informing brochures with the address and phone number of the local CHDP Program.
 2. Current list of CHDP Medical and Dental providers.
 3. Other informational material, e.g., CHDP posters.

- D. When eligible persons still needing CHDP Services move to another county, the new county will be notified and appropriate information sent.
1. Address is forwarded to the new county's CHDP program. A copy of the PM-357 form is retained.
 2. If the child has obtained a CHDP health assessment and follow up care is necessary, a copy of this is sent along with the PM-357.
- E. Copies of Confidential Screening/Billing Reports (PM-160s or Care Coordination Form) for services given to foster care children will be sent to the responsible Human Services Agency.
1. Upon receipt of a PM-357 form for a foster care child, the EPSDT counselor will contact the foster parents by letter informing them of CHDP services and a list of all providers.
 2. Thirty days after the initial contact, the EPSDT counselor will telephone or send a second letter to the foster care parents.
 3. At that time the need for appointment scheduling or transportation assistance is assessed and assistance is given if requested.
 4. Following the child's CHDP appointment, the EPSDT counselor will verify the appointment was kept upon receipt of a PM-160 or Care Coordination form or by telephoning the physician's office.
 - a) If the appointment is not kept, the appropriate social worker is notified before further action is taken.
 - b) If the appointment is kept, a copy of the PM-160 or Care Coordination form and PM-357 form is sent to the responsible Social worker.
 5. When a child in foster care is placed in out-of-county care, the original PM-357 form and cover letter is sent to the CHDP program in the county where the child is living.
 - a) Prior to mailing the PM-357, the EPSDT Counselor ascertains if the child has had any recent CHDP assessments. Copies of the PM-160s/Care Coordination form are then sent with the PM-357 to the appropriate county.
 6. A copy of the PM-160 or Care Coordination form is placed in an "out-of-county foster care folder" by the EPSDT Counselor and it becomes his or her responsibility to review these and take action within 90 days of receipt.
 7. If a PM-160 or Care Coordination form has not been received and there is no record of a recent CHDP health assessment, the out-of-county CHDP Program is contacted to determine if the child has obtained health care.
 8. Based on the CHDP Program's response, the case may be:
 - a) closed, or
 - b) referred to the responsible Human Services Agency (HSA) Social Worker.

- F. All recipients eligible for Title V services (California's women of reproductive age, infants, children, adolescents, and their families) will be informed of availability of these services and referred as requested.
- G. Referrals for public health services for intensive informing and follow-up to health assessment and diagnosis and treatment will be accepted, and such services will be provided.

Note: Item G is required only when EPSDT funds are requested for Public Health Nursing through a county/federal match.

VII. JOINT HUMAN SERVICES AGENCY/CHDP PROGRAM RESPONSIBILITIES

A Good Faith Effort will be made to locate all persons lost to contact. The EPSDT Unit/CHDP Program will query the Human Services Agency for current addresses, telephone numbers, and Medi-Cal status of these persons. Upon request, the Human Services Agency will share this information. The exchange of this confidential information is based on federal and state regulations. The EPSDT counselor will document attempts to contact the family at their current address/telephone number.

VIII. STAFF EDUCATION

- A. Within ninety (90) days of employment by the Human Services Agency, all new staff with responsibility for placement or eligibility determination will have completed an orientation regarding the CHDP Program and their roles and responsibilities for informing persons about CHDP and referring for services. A face-to-face in-service will be given to all new eligibility workers as part of their orientation. CHDP Program staff, either the EPSDT worker, the Deputy Director, or the CHDP PHN will do the in-services to orient all new placement and eligibility workers.
- B. Within ninety (90) days of employment by the Probation Department or licensed adoption agency, staff responsible for placement will have completed orientation regarding the CHDP program and their roles and responsibilities for informing persons about CHDP and referring for services. The Training Services Manager of the Human Services Agency arranges orientation for the Probation Department as needed. The CHDP Deputy Director or the Foster Care PHN orients the placement worker regarding the CHDP Program.
- C. Upon licensure and at renewal, foster parent(s) and group care home, residential treatment center, and other out-of-home care facility staff will complete orientation regarding nature, scope, benefits, and availability of CHDP Program services. Social Service workers of the Human Services Agency provide this orientation. CHDP program staff train Social Service staff. The CHDP Foster Care PHN is also available for orientation needs.
- D. All appropriate Health Department staff will receive orientation and an annual update regarding the CHDP Program by CHDP Program staff.

- E. All placement and eligibility determination staff will receive an annual update regarding the CHDP Program. This will be done by the EPSDT worker and CHDP staff.
- F. Additional staff in-service education needs will be identified by the Deputy Director of CHDP or the Deputy Director of the Human Services Agency.
 - 1. The Deputy Director of CHDP will notify the Deputy Director of the Human Services Agency when any regulatory changes occur.
 - 2. The Human Services Agency uses an evaluation tool after in-service programs. The information from these will be shared with CHDP EPSDT worker after all in- service trainings to identify areas that need improvement.
 - 3. The Deputy Director of CHDP and the Human Services Agency will review and discuss any needs revealed through a task force, problem solving committee, or community status report. The role and potential impact of respective services would be coordinated as necessary.

IX. MANAGEMENT INFORMATION AND PROGRAM EVALUATION

- A. The following information will be compiled and shared between the departments:
 - 1. Numbers of:
 - a) Eligible children (Intake - Redetermination), including number of children in foster care.
 - b) Requests for further information.
 - c) Requests for CHDP services.
 - d) Requests for transportation and scheduling assistance.
 - e) Medical assessment services requested and received.
 - f) Dental services requested and received.
 - g) Referrals for diagnosis and treatment.
 - 2. CHDP Quarterly Newsletter will be written and will be shared with the Human Services Agency. Statistical data, and regulatory changes as well as CHDP services and activities are reviewed in the newsletter. The completed plan budget and interagency agreements are shared with the Human Services Agency.
- B. Program evaluation:
 - 1. Random EPSDT records will be audited for completeness. This will include:
 - a) EPSDT Counselor/Client Records; and
 - b) Eligibility Worker/Client Records.
 - 2. Checking to see that there is open and frequent communication between the Eligibility Workers and the EPSDT Counselor, to help in maintaining accurate records (i.e. address change of client; change in eligibility status, etc.).
 - 3. Review returned postcards (sent out by the State) to see if a current address is available for the child.

4. Review all records being closed to service, to see that they are in compliance with the regulations. Conduct monthly staff meetings to monitor program activities. The Foster Care PHN attends the monthly Multi-disciplinary Team (MDT) case management reviews.
5. All follow-up services provided for CHDP clients are now maintained in a case management data based program. The Human Services Agency uses the C-IV case management program. The use of computer data bases enables quick and easy access to client information, as needed. In the CHDP office, hard copies of the completed case management information are attached to the PM-160 or Care Coordination form.
6. The Interagency Agreement/CHDP Plan for Kings County will be reviewed annually, and will be updated and improved as is deemed necessary.

X. COMPLIANCE CERTIFICATION

In signing this agreement, we hereby certify that the CHDP Program in our community will meet the compliance requirements and standards pertaining to our respective departments contained in the following:

- A. Enabling legislation of the CHDP Program.
Reference: Health and Safety Code, Sections 124025 through 124110, and Section 104395.
- B. CHDP Program regulations that implement, interpret, or make specific the enabling legislation.
Reference: California Code of Regulations, Title 17, Sections 6800 through 6874.
- C. Medi-Cal regulations pertaining to the availability and reimbursement of EPSDT services through the CHDP Program.
Reference: California Administrative Code, Title 22, Sections 51304 (c), 51340 and 51532.
- D. Regulations defining county Human Services Agency responsibilities for meeting CHDP/EPSDT Program requirements.
 1. Social Services Regulations.
References:
 - a) Staff Development and Training Standards -- Manual of Policies and Procedures (MPP) Sections: 14-530, 14-610.
 - b) Civil Rights - MPP. Sections: 21-101, 21-107, 21-115.
 - c) Eligibility and Assistance Standards--MPP
 Sections: 40-107.61, 40-131.3(k), 40-181.211, 45-201.5.
 - d) Child Welfare Services Program Standards--MPP
 Sections: 31-002(c)(8), 31-075.3 (h)(1), 31-075.3 (h)(2), 31-205.1(h), 31-206.35, 31-206.351, 31-206.352, 31-206.36, 31-206.361, 31-206.362, 31-206.42, 31-206.421, 31-206.422, 31-330.111, 31-401.4, 31-401.41, 31-401.412, 31-401.413, 31-405.1(f), 31-405.1(g), 31-405.1(g)(1).

- e) Intra and interagency regulations and agreements –
Chapter 29-405 and Chapter 29-410.
2. Medi-Cal Regulations.

References:

- (a) California Code of Regulations, Title 22, Sections: 50031, 50157(a), (d), (e), (f), and 50184(b).
 - (b) Other Title 22 regulations governing DSS programs regarding adoptions and referring parents to community services, including CHDP Pre-placement Advisement, California Code of Regulations, Title 22, Section 35094.2 and Advisement of Parents Whose Child has not been Removed from Parent's Care, Section 35129.1
- E. Current interpretive releases by State Health Services and Human Services Agency:
- 1. Children's Medical Services (CMS)/CHDP Program Letters and Information Notices -- Health Services.
 - 2. All - County Letters -- Social Services.
 - 3. Joint Letters -- Health Services and Social Services.
 - 4. CMS/CCS Numbered Letters pertaining to the CHDP Program - - Health Services.

Updated Signature Page for the
Kings County Interagency Agreement between
CHDP HSA Probation 2019-2021

This Interagency Agreement is in effect from July 1, 2019 through June 30, 2021 unless revised by mutual agreement.

NOTE: *In the event that changes in federal or state legislation impact the current Interagency Agreement, the Health Department and Social Services Department agree to renegotiate the pertinent section within 90 days of receiving new language or instructions from the State.*

Edward D. Hill
DIRECTOR OF PUBLIC HEALTH SERVICES
Kings County Health Department

Date

Milton Teske, M.D.
MEDICAL DIRECTOR
Child Health and Disability Prevention Program

Date

Sanja K. Bugay
DIRECTOR
Kings County Human Services Agency

Date

Kelly Zuniga
Kings County Probation Department Chief

Date

Attachments:

Attachment "A-1" - The Human Services Agency and Health Department/CHDPP Organizational Flow Chart including Liaison Personnel

Attachment "A-2.1 & A-2.2" -Flow Chart for Kings County Health Department

Attachment "A-3" - Flow Chart for Children's Medical Services

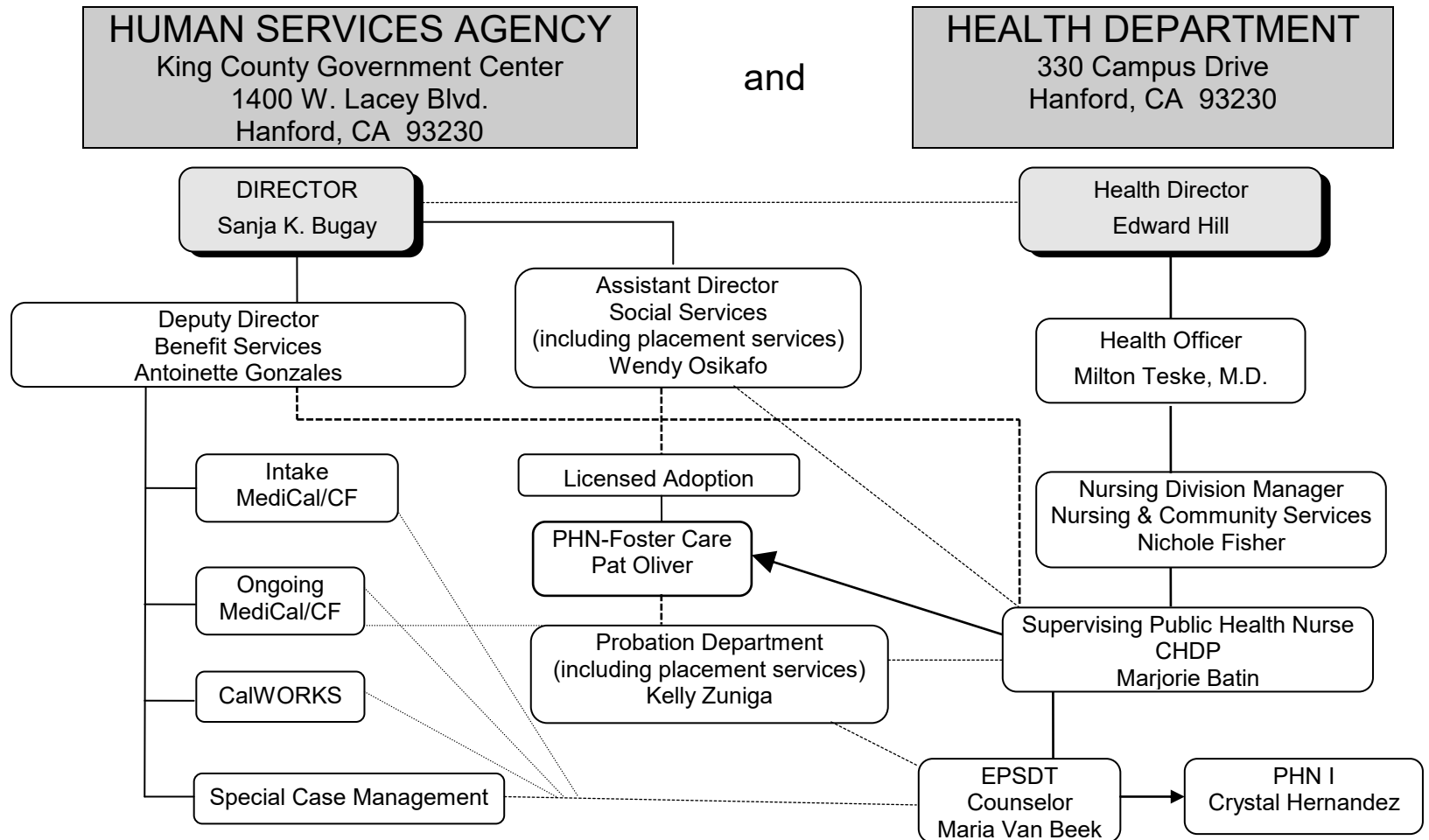
Attachments "A-4.1.1 to A-4.9" -Flow charts for Human Services Agency, Social Services Division, Benefits Division, and Employment & Training Division

Attachment "B-1.1 to B-1.3" - Flow chart of CHOP Case Management for Medi-Cal Recipients, CalWORKs, and Foster Care Children

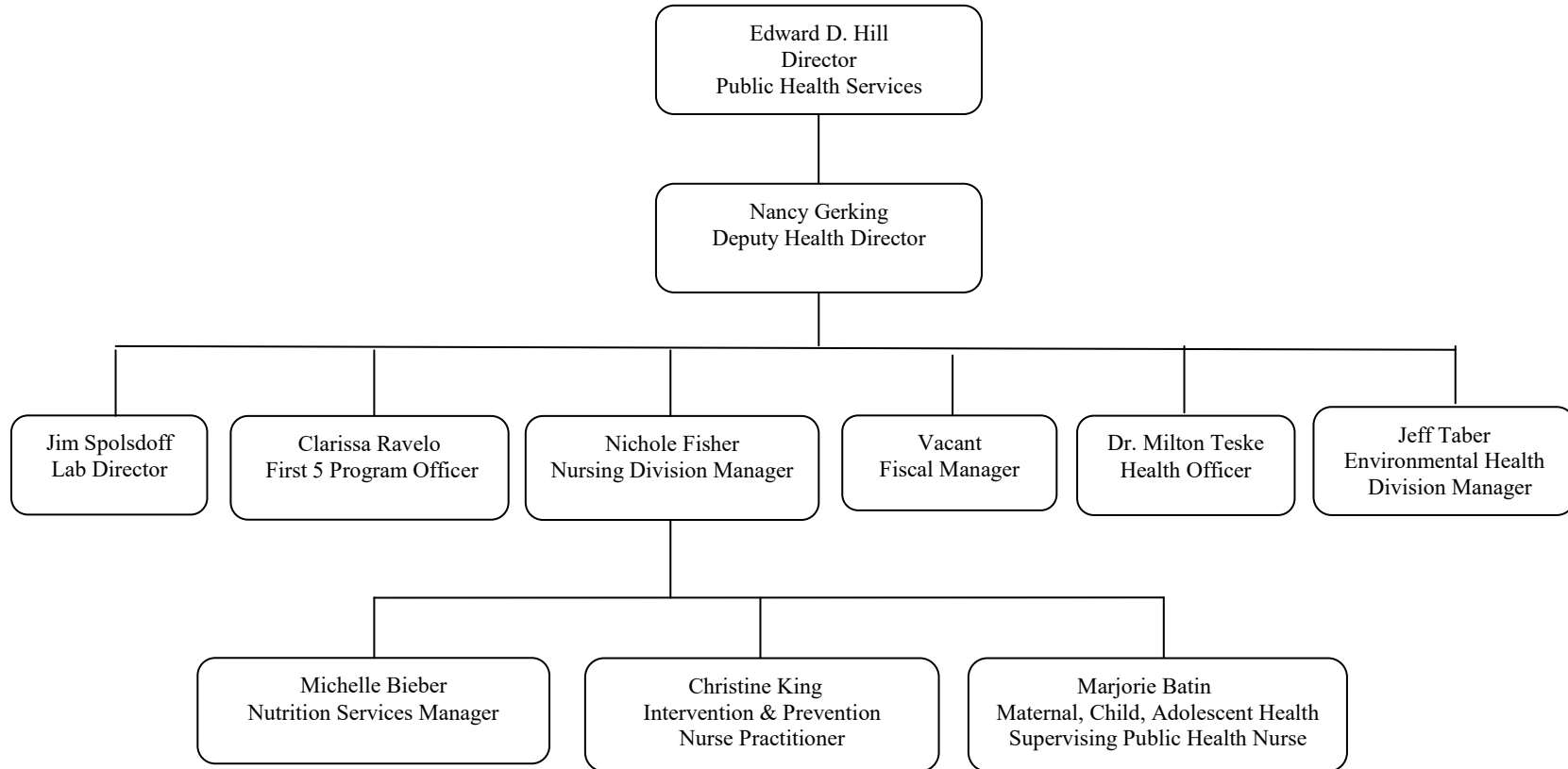
Attachment "C" - The Role of the Eligibility Worker

Attachment "D" - Duty Statement

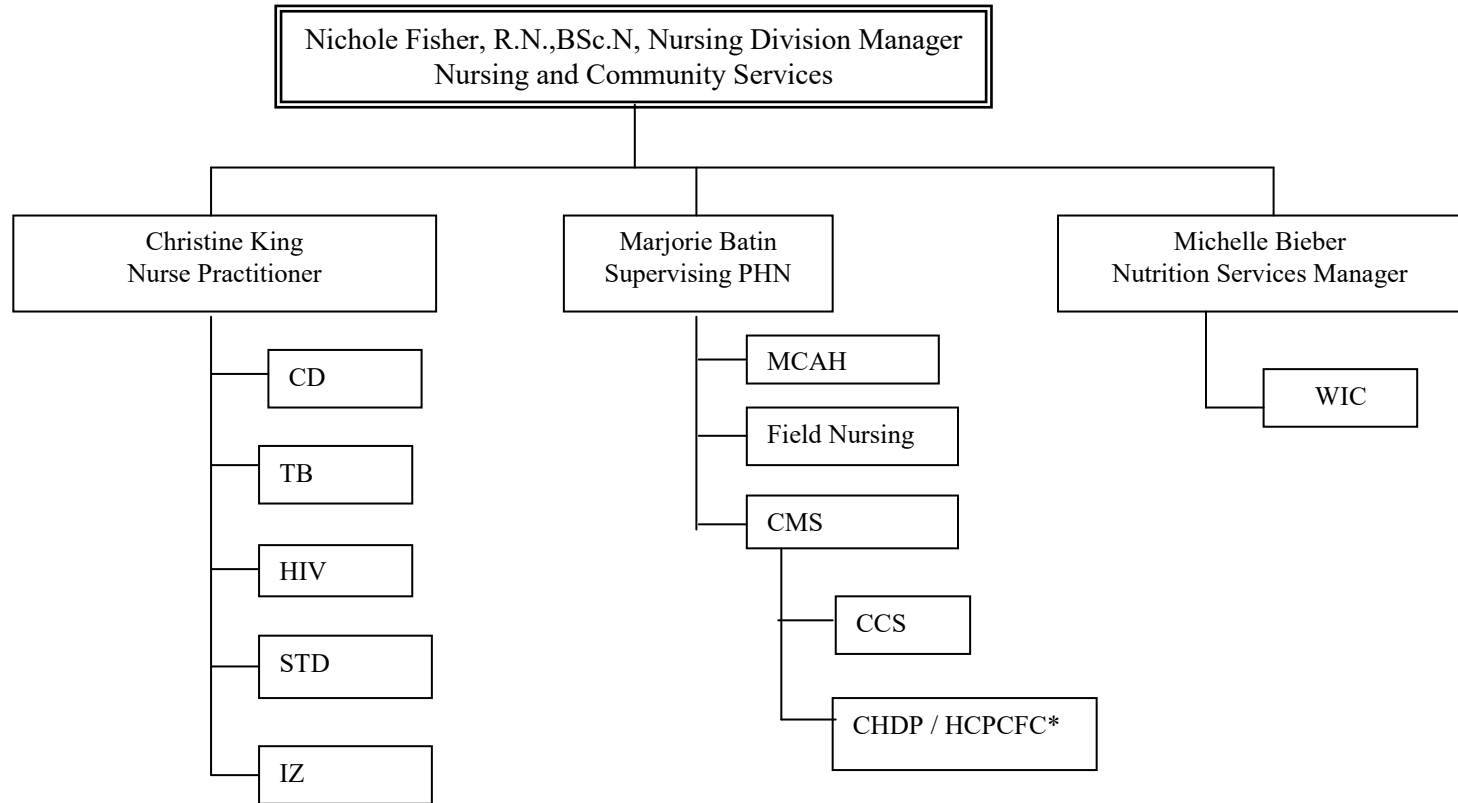
HUMAN SERVICES AGENCY -- PROBATION DEPARTMENT and KINGS COUNTY HEALTH DEPARTMENT -- CHDP Organizational Chart for 2019



Kings County Department of Public Health Organizational Chart 2018 - 2019

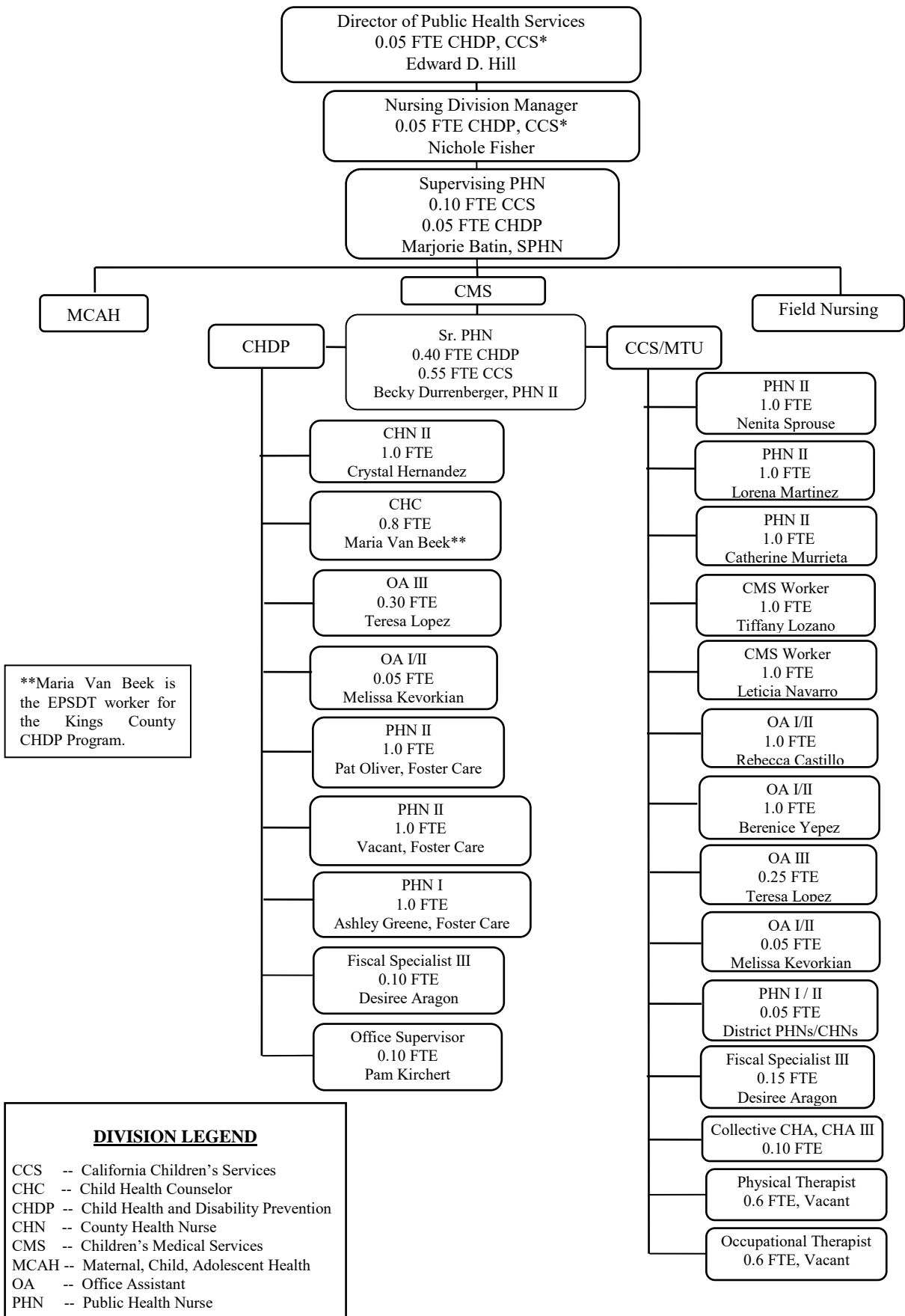


KINGS COUNTY DEPARTMENT OF PUBLIC HEALTH NURSING AND COMMUNITY HEALTH SERVICES Organizational Chart FY 2018-19



* Health Care Program for Children in Foster Care

CHDP and CCS



**Maria Van Beek is the EPSDT worker for the Kings County CHDP Program.

<u>DIVISION LEGEND</u>	
CCS	-- California Children's Services
CHC	-- Child Health Counselor
CHDP	-- Child Health and Disability Prevention
CHN	-- County Health Nurse
CMS	-- Children's Medical Services
MCAH	-- Maternal, Child, Adolescent Health
OA	-- Office Assistant
PHN	-- Public Health Nurse

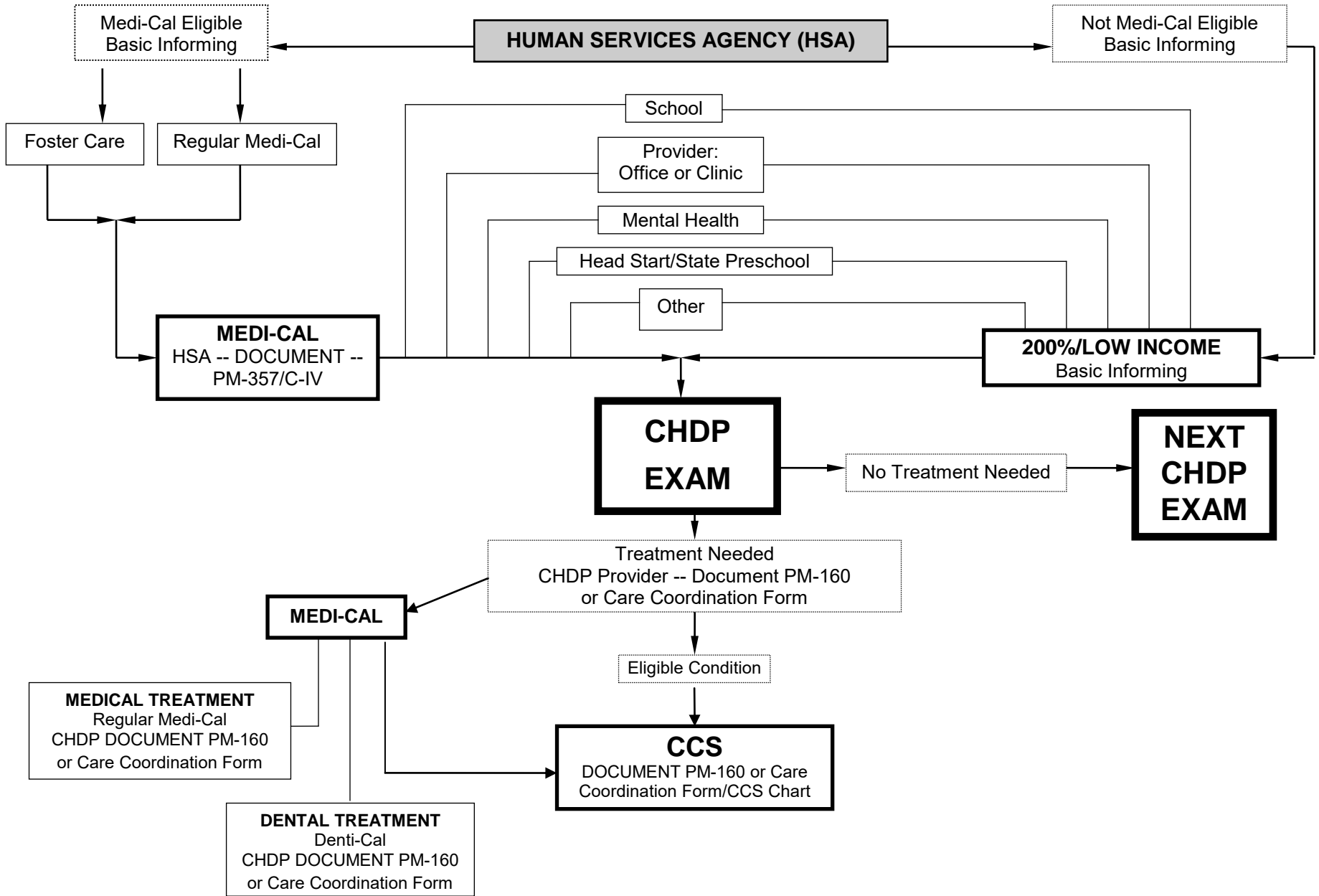
*Not in Program Budget

County/City: Kings County

Effective Dates: 7/1/19 – 6/30/21

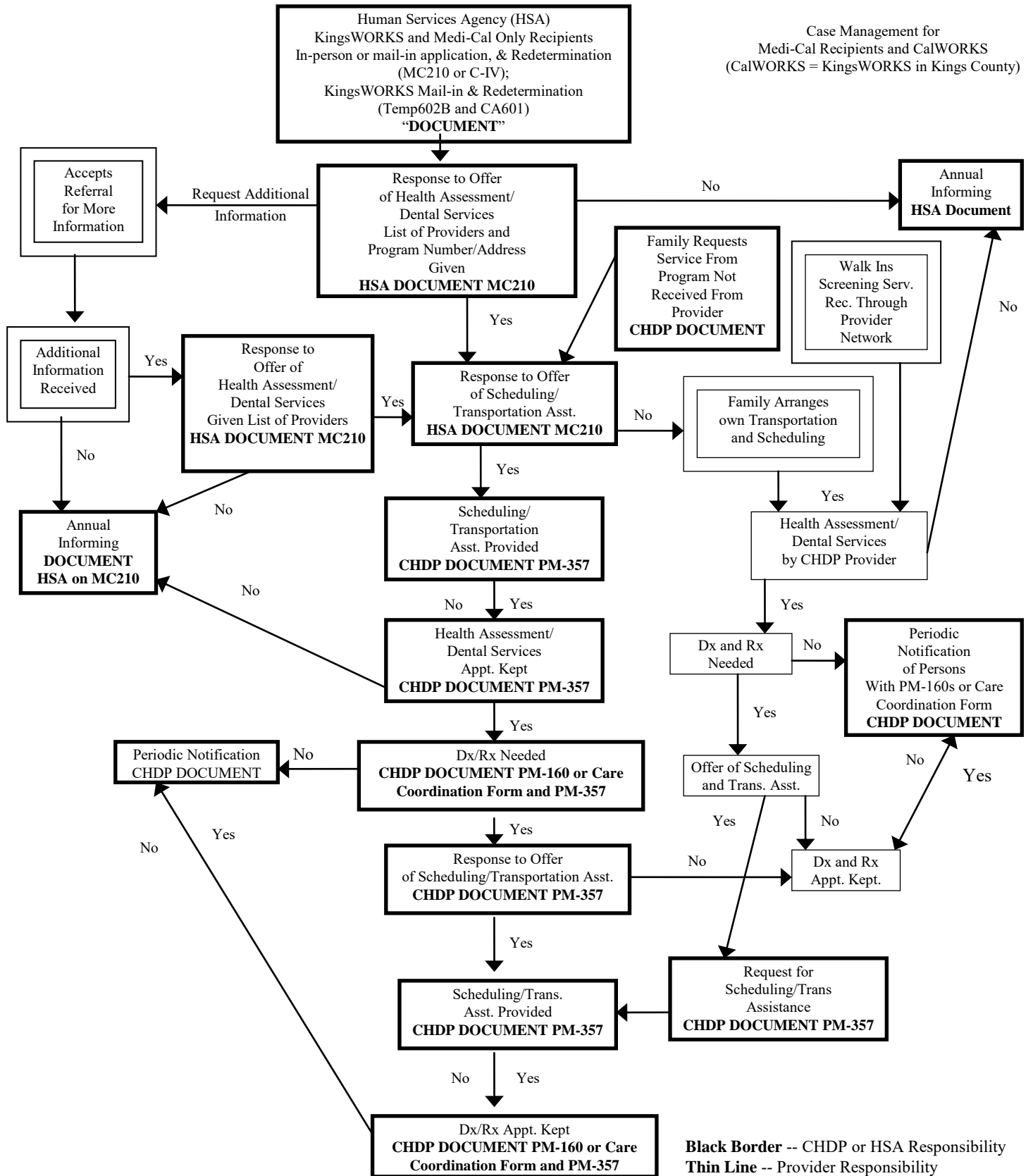
CHDP PROCESS

INFORMING THROUGH DIAGNOSIS AND TREATMENT



CHILD HEALTH AND DISABILITY PREVENTION PROGRAM

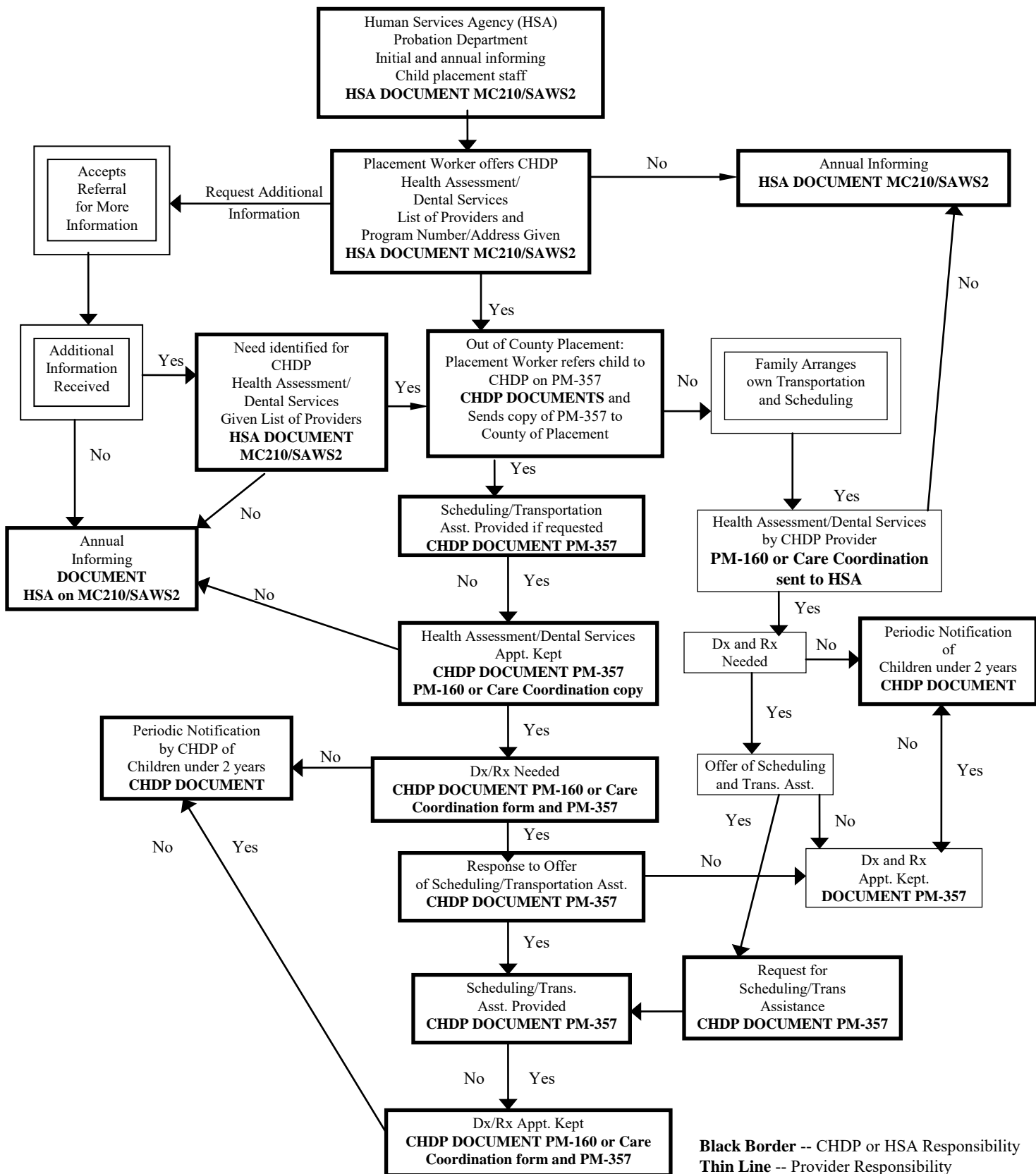
Case Management for
Medi-Cal Recipients and CalWORKS
(CalWORKS = KingsWORKS in Kings County)



Black Border -- CHDP or HSA Responsibility
Thin Line -- Provider Responsibility
Double Line -- Medi-Cal Recipients Responsibility
Document -- Action, Date, and Signature

CHILD HEALTH AND DISABILITY PREVENTION PROGRAM

Basic Informing and Documentation of Informing for Children in Foster Care Placement



Black Border -- CHDP or HSA Responsibility
Thin Line -- Provider Responsibility
Double Line -- MediCal Recipients Responsibility
Document -- Action, Date, and Signature

A T T A C H M E N T " C "

(CHILD HEALTH AND DISABILITY PROGRAM PROCEDURES)

Role of the Eligibility Worker

I. APPLICATION

- A. Initial Interview.
 - 1. Application signed for CalWORKs or Medi-Cal only.
 - 2. Appropriate forms, provided to applicant or available in C-IV.
- B. Initial Interview or Follow-up Appointment
 - 1. Provide interpreter if necessary.
 - 2. Statement of Facts reviewed with client, specifically questions regarding CHDP.
 - a) Brochure: Give all applicants brochure.
 - b) Informing: Give applicant information about purpose, provision and early and periodic screening, diagnosis and treatment services for children under CHDP Program. Informing shall include:
 - (1) The availability of CHDP and DentiCal Program (for medical card holders only).
 - (2) What CHDP and DentiCal Program services are available, (physical/dental).
 - (3) How the services may be obtained.
(Explain that contact will be made by Health Department.)
 - (4) Explaining availability of support services to be provided by EPSDT worker. (Support services include overcoming barriers to obtaining CHDP/DentiCal Program screening services, such as lack of transportation and scheduling.)
 - 3. A "yes" response to the questions regarding the request for CHDP services.
 - a) If response is "yes" to CHDP and/or DentiCal and applicant is eligible, complete a CHDP referral in triplicate. Beginning of sixty (60) day time cycle is date of authorization of aid.
 - (1) If the hard copy CHDP referral is completed, image the document to C-IV and route to the EPSDT worker, Health Department via interoffice mail.
 - (2) If the questions are completed in the C-IV system, print out the referral and route to the EPSDT worker, Health Department via interoffice mail.
 - b) CHDP and DentiCal Programs explained, client's interest, and brochure, etc., given, and documented in C-IV System.
 - c) If client is interested in DentiCal and wishes to make own appointment, give client CHDP phone number.

- d) If CHDP services are requested, EW must offer assistance with transportation and scheduling.
 - (1) Document response in C-IV.
 - (2) Relay information to CHDP on referral form.
- 4. Medi-Cal recipients with share of cost:
 - a) Do refer to EPSDT worker.
 - b) Document case.
- 5. If answer to the CHDP and DentiCal question is "no" document that a brochure was provided, CHDP and DentiCal Programs explained and applicant's response.

II. REDETERMINATIONS/INCLUDING MAIL-IN/PHONE APPLICATIONS
(CalWORKs and Medi-Cal only Families)

- A. Provide interpreter if necessary.
- B. Review with recipient CHDP questions in C-IV.
 - 1. Brochure: Give all applicants brochure/send brochure in the mail with all mail-in applications.
 - 2. Informing: Over the phone or face-to-face, give all information about purpose, provision and early and periodic screening, diagnosis and treatment services for children under CHDP Program. Informing shall include:
 - a) The availability of CHDP/DentiCal Programs (for medical card holders only).
 - b) What CHDP/DentiCal Program services are available.
 - c) How the services may be obtained. (Explain contact will be made by Health Department.)
 - d) Explaining availability of support services to be provided by EPSDT worker. (Support services include overcoming barriers to obtaining CHDP/DentiCal Programs, screening services such as lack of transportation and scheduling.)
 - 3. If CHDP services are requested, EW must offer assistance with transportation and scheduling.
 - a) Document response in C-IV.
 - b) Relay information to CHDP on referral form.
- C. A "yes" response in C-IV is to be interpreted as a request for CHDP services.
 - 1. If response is "yes" to CHDP and/or DentiCal and recipient's eligibility has been redetermined, complete a CHDP referral in triplicate. Beginning of sixty (60) day time cycle shall be date of request.

- a) EW routes original and second copy to EPSDT worker, Health Department. Upon determination of eligibility, referral should be routed promptly after imaging and not delayed until all R/V paperwork is completed.
- 2. Document response in C-IV that CHDP/DentiCal Programs explained and brochure, etc., given.
If client is interested in DentiCal and wishes to make own appointment, give provider list and document. (Refer to CHDP for tracking purposes.)
- D. Medi-Cal recipients with share of cost.
 - 1. Do refer to EPSDT worker.
 - 2. Document case.
- E. If answer to CHDP question is "no", document in C-IV that brochure given, CHDP/DentiCal Program explained and applicant's response.

III. DENIALS AND DISCONTINUANCES

No longer applicable. All notices are system generated in accordance with CDSS and DHCS regulations that apply to Notice of Action verbiage.

IV. FOSTER CARE (Applications and Reinvestigations)

- A. Social Service Worker (Probation or CWD)
 - 1. Explains availability and purpose of CHDP and DentiCal programs to all foster parents at initial placement, alternate 6-month redeterminations, and at other times as requested by foster parent.
 - 2. Gives foster parent CHDP brochure.
 - 3. Gives CHDP phone number to foster parent who must make an appointment within 30 days of initial placement.
 - 4. Assesses transportation or scheduling problems in obtaining CHDP services.
- B. Eligibility Worker
 - 1. Assures proper completion of form, adding person and case numbers.
 - 2. If no services desired, image PM-357 into C-IV case.
 - 3. If services desired, routes PM-357 to EPSDT worker. (New applications-- PM-357 routed via interoffice mail after imaging to C-IV case.)
 - 4. Documents case in C-IV.

ROLE OF EPSDT WORKER, HEALTH DEPARTMENT

- I. Upon referral from Kings County Human Services Agency, EPSDT worker will perform intensive informing.
 - A. Arrange appointment with CHDP staff if appropriate.
 - B. Document and retain first copy of PM-357 for federal audit purpose. (For AFDC-FC cases, the copy of PM-357 will be returned to the Social Worker.)
- II. Screen anticipated problems/barriers prior to scheduled appointment. III. Identify need for further diagnosis or treatment,
 - A. Follow-up to ensure further diagnosis or treatment is completed.

93/4-8B

**KINGS COUNTY HEALTH DEPARTMENT
EPSDT PROGRAM
2019 DUTY STATEMENT
CHILD HEALTH COUNSELOR**

The Child Health Counselor is 0.8 FTE in CHDP.

Activities are inter-related:

Informing / Linking	40%
Care Coordination	20%
Provider Orientation and Training	20%
Liaison	20%

All activities are 100 percent Non-enhanced.

DUTIES AND RESPONSIBILITIES

**PERCENT OF
TIME SPENT ON
THIS DUTY**

1.	Assists with case management, follow-up, focusing on dental and vision needs.	8%
2.	Provide EPSDT information to clients face to face in office, by telephone and letter, or home visits.	15%
3.	Process the referral through established procedures to provide information or services to clients and document results.	8%
4.	Review PM-357 Referral Form or the C-IV form from Human Services Agency -- determine accuracy and completeness.	8%
5.	Provides intensive outreach and informing on CHDP services available to income eligible clients.	15%
6.	Compose letters, brochure flyers and translate into Spanish; interpret for Spanish speaking public contacts.	8%
7.	Counsel clients on the importance of preventive health services, identify, discuss, and plan ways to alleviate any potential barriers to utilizing Program services.	8%
8.	Assist clients with scheduling, by working with CHDP and medical Providers in the community.	6%
9.	Provide outreach and education to Human Service Agency Staff to ensure compliance with the Interagency Agreement and EPSDT guidelines.	6%

continued DUTIES AND RESPONSIBILITIES:

**PERCENT OF
TIME SPENT
ON THIS DUTY**

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 10. Orient all new EWs regarding the Interagency Agreement usually done quarterly in a group session and update all EWs annually on CHDP/EPSDT services during an all staff meeting. | 4% |
| 11. Coordinate with other Health Department services to identify available resources for clients, including outside agencies and other county departments. | 6% |
| 12. Abstract and compile EPSDT data and statistics, and initiate a quarterly report for the State annual reports, performance Measures, and Provider site visits.. | 4% |
| 13. Attend workshops, meetings, or seminars on problems related to target population, program regulations, or educational needs, etc. | 2% |
| 14. Participate in multi-year planning, setting goals, objectives, and activities related to Performance Measures, Provider Orientation and Training, outreach, and case management needs assessments. | 2% |

Memorandum of Understanding

**Kings County Health Department:
CHILD HEALTH AND DISABILITY PREVENTION
PROGRAM**

and

**Human Services Agency:
FOSTER CARE UNIT**

and

**Probation Department:
FOSTER CARE PLACEMENT**

Health Care Program for Children in Foster Care

July 1, 2019 – June 30, 2021

KINGS COUNTY MEMORANDUM OF UNDERSTANDING between

The Kings County Health Department: Child Health and Disability Prevention Program

The Human Services Agency: Foster Care Unit

The Probation Department: Foster Care Placement

**Health Care Program for Children in Foster Care
(State Funded)**

July 1, 2019 – June 30, 2021

Legal Statement:

The State Budget Act of 1999 appropriated state general funds to the Department of Social Services (DSS) to increase the use of public health nurses (PHNs) in meeting the health care needs of children in foster care. These funds are being transferred to the Department of Health Services (DHS), Children's Medical Services (CMS) Branch, and will be distributed through the Child Health and Disability Prevention (CHDP) Program in the form of an augmentation to local CHDP Program allocations.

Purpose:

Collaboration between child welfare service agencies/probation departments and public health nurses (PHNs) has been successful in creating a more comprehensive system of health service delivery to children in out-of-home placement. The goal of the PHN in child welfare agencies is to promote and facilitate access to appropriate health care services for children in out-of-home placement. The child's social worker/probation officer is ultimately responsible for addressing the child's educational, emotional, developmental and health care needs. Close collaboration between the PHNs and child's social worker/probation officer, working as members of a team to promote the health and well-being of the child, is essential for all personnel charged with protecting the child in foster care.

Liaisons for the implementation of this Memorandum of Understanding shall be:

- Deputy Director of CHDP
- Program Manager of Social Services
- Deputy Probation Officer in charge of placement

County: Kings

Effective Dates: 7/1/19-6/30/21

HEALTH CARE PROGRAM FOR CHILDREN IN FOSTER CARE
Memorandum of Understanding

**Delineation of responsibility for Child Health and Disability Prevention (CHDP) Public Health Nurses (PHNs) and
Human Services Agency (HSA) Social Workers and Probation Officers in the
Health Care Program for Children in Foster Care (HCPCFC)**

Service Provided	Local CHDP Responsibilities Foster Care PHN	Human Services Agency Responsibilities Social Worker/Probation Officer
Location	PHN will be located in the HSA Department with accessibility to all team members.	PHN will be located in the HSA with accessibility to all team members servicing children in foster care, including any PHNs currently working in HSA or with the Department.
Supervision	PHN will be supervised by the Deputy Director in the CHDP Program with administrative supervision from HSA staff based on agreement through collaboration within the local county government structure.	HSA/Supervising Probation Officer will provide input to the Deputy Director in CHDP.
Accessing Resources	<p>PHN will identify health care providers in the community.</p> <p>PHN will evaluate the adequacy, accessibility and availability of the referral network for health care services and collaborate with CHDP staff to identify and recruit additional qualified providers.</p> <p>PHN will serve as a resource to facilitate (e.g., assist in scheduling appointments, arranging transportation, etc.) referrals to early intervention providers, specialty providers, dentists, mental health providers, CCS and other community programs.</p> <p>PHN will assist PHNs in the child’s county of residence to identify and access resources to address the health care needs of children placed out of county.</p>	<p>HSA Social Worker/Probation Officer will work with PHN to ensure that all children in foster care are referred for health services appropriate to age and health status on a timely basis.</p> <p>HSA Social Worker/Probation Officer will work with the substitute care provider (SCP) and the PHN to identify an appropriate health care provider for the child.</p> <p>HSA Social Worker/Probation Officer will work with the PHN to ensure that children placed out of county have access to health services appropriate to age and health status.</p>

Service Provided	Local CHDP Responsibilities Foster Care PHN	Human Services Agency Responsibilities Social Worker/Probation Officer
Health Care Planning and Coordination	<p>PHN will collaborate with social worker/probation officer in the JV-220 process per California Department of Social Services (CDSS) Policy and Procedure.</p> <p>PHN will develop a health plan for each child expected to remain in foster care, on the Health and Education Passport in the CMS/CWS application.</p> <p>PHN will work with SCP to ensure that the child's Health and Education Passport or its equivalent is updated.</p> <p>PHN will assist SCP in obtaining timely comprehensive assessments.</p> <p>PHN will expedite timely referrals for medical, dental, developmental, and mental health services.</p> <p>PHN will assist social worker/probation officer in obtaining additional services necessary to educate and/or support the SCP in providing for the special health care needs, including but not limited to Early and Periodic Screening, Diagnosis, and Treatment Supplemental Services (EPSDT-SS).</p> <p>PHN will obtain and provide health care documentation when necessary to support the request for health care services.</p> <p>PHN will collaborate with social worker/probation officer, biological parent when possible and SCP to ensure that necessary medical/health care information is available to those persons responsible for providing health care for the child, including a copy of the Health Education Passport (HEP) to the SCP.</p> <p>PHN will assist social worker/probation officer to assess the suitability of the foster care placement in light of the health care needs of the child.</p> <p>PHN will collaborate with the social worker/probation officer and SCP to develop a system of tracking and follow-up on changes in the health care status of the child, service needs, effectiveness of services provided, etc.</p> <p>PHN will review child's health plan with social worker/probation officer as needed and at least every six months.</p>	<p>HSA Social Worker/Probation Officer will collaborate with PHN to develop a health plan which identifies the health care needs and service priorities for each child expected to remain in foster care for six months or longer.</p> <p>HSA Social Worker/Probation Officer will consult with the PHN to assess the suitability of prescribed medication for the children especially psychotropic medications.</p> <p>HSA Social Worker/Probation Officer will collaborate with PHN regarding the prescribed psychotropic medications and the JV 220 process.</p> <p>HSA Social Worker/Probation Officer or designee will incorporate a health plan into child's case record.</p> <p>HSA Social Worker/Probation Officer will assemble and provide health care documentation to the court when necessary to support the request for health care services.</p> <p>HSA Social Worker/Probation Officer will collaborate to complete and keep current the child's Health and Education Passport or its equivalent and provide a copy of the HEP to the SCP.</p> <p>HSA Social Worker/Probation Officer will consult with the PHN to assess the suitability of the foster care placement in light of the health care needs of the child.</p> <p>HSA Social Worker/Probation Officer will collaborate with the PHN and SCP to develop a system of tracking and follow-up on changes in the health care status of the child, service needs, effectiveness of services provided, etc.</p> <p>HSA Social Worker/Probation Officer will review child's health plan with PHN at least every six months and before every court hearing so that relevant information will be incorporated into the HEP and court report.</p>

Service Provided	Local CHDP Responsibilities Foster Care PHN	Human Services Agency Responsibilities Social Worker/Probation Officer
Training/ Orientation	<p>PHN will participate in developing and providing educational programs for health care providers to increase community awareness of and interest in the special health care needs of children in foster care.</p> <p>PHN will educate social workers, juvenile court staff, SCPs, school nurses and others about the health care needs of children in foster care.</p>	<p>HSA staff/Probation Officers will provide input to PHN in developing curriculum for training others about health care needs of children in foster care.</p> <p>HSA staff/Probation Officers will collaborate with PHNs in educating juvenile court staff, SCPs, and others about the health care needs of children in foster care.</p> <p>HSA personnel will arrange for PHN access to the Child Welfare Services and Management System (CWS/CMS) and provide training in its use.</p>
Policy/ Procedure Development	<p>PHN will provide program consultation to California Department of Social Services (CDSS)/Probation Departments in the development and implementation of the EPSDT/CHDP Program policies related to the HCPCFC.</p> <p>PHN will provide program consultation to CDSS/Probation Departments in the development of the Psychotropic Medication Monitoring and Oversight (PMM&O) policies related to the HCPCFC.</p> <p>PHN will participate in multi-disciplinary meetings for review of health-related issues.</p>	<p>HSA staff/Probation Officers will include the PHN in team meetings and provide orientation to social services and consultation on CWS/CMS.</p>
Transition from Foster Care	<p>PHN will provide assistance to the Social Worker/Probation Officer and the child leaving foster care on the availability of options of health care coverage and community resources to meet the health care needs upon emancipation.</p>	<p>HSA staff/Probation Officers will collaborate with PHN to assure that person leaving foster care supervision is aware of and connected to resources for independent living.</p>
Quality Assurance	<p>PHN will consult with the case managing SW/Probation Officer and/or other providers as necessary for completeness, accuracy, and compliance when accessing the JV-220(A) or JV-220(B).</p> <p>PHN will conduct joint reviews of case records for documentation of health care services with the HSA/Probation Department.</p> <p>PHN will work with the HSA/Probation Department to develop a plan for evaluating the process and impact of the addition of the PHN component to the foster care team.</p> <p>PHN will establish baseline data for evaluating health care services provided to children in foster care.</p>	<p>HSA staff/Probation Officers will conduct joint reviews of case records for documentation of health care services including the completion of the JV 220 forms.</p> <p>HSA staff/Probation Department will work with PHN to develop a plan for evaluating the process and impact of the addition of the PHN component to the foster care team.</p> <p>HSA/Probation Officers will collaborate and assist PHN in gathering data.</p>

MEMORANDUM OF UNDERSTANDING
Health Care Program for Children in Foster Care

This Memorandum of Understanding is in effect from July 1, 2019 through June 30, 2021 unless revised by mutual agreement. In the event that changes in federal or state requirements impact the current Memorandum of Understanding, the local health department, social services department, and probation department agree to renegotiate the pertinent section within 90 days of receiving new instructions from the State.

Edward D. Hill
Public Health Services Director

Date

Milton Teske
Child Health and Disability Prevention Program Director

Date

Sanja K. Bugay
Human Services Agency Director

Date

Kelley Zuniga
Chief Probation Officer

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 December 17, 2019

SUBMITTED BY: Public Works Department – Kevin McAlister
SUBJECT: IN-LIEU PARCEL MAP 19-04 DEDICATION

SUMMARY:

Overview:

This dedication is required by the Kings County Improvement Standards, Resolution 03-67, adopted by your Board on May 6, 2003.

Recommendation:

Accept the dedication for In-Lieu Parcel Map 19-04 (Robert Hunter) into the County Maintained Mileage.

Fiscal Impact:

There is no impact to the General Fund by this action. Any future maintenance costs will be borne by the Road Fund.

BACKGROUND:

The owner of the parcel to be subdivided, (Robert Hunter) was required to dedicate additional right-of-way along the frontage of 11th Avenue as a condition of approval of this land division, to the minimum 30 foot half-width required by the Improvement Standards. This land division is located on 11th Avenue north of Flint Avenue and divides one 10.06 acre parcel into two parcels, 2.25 and 7.81 acres in size, for the purpose of retaining an existing farm home.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Public Works – Kevin McAlister/Mel Laningham

SUBJECT: HOT-WATER PRESSURE WASHER PURCHASE

SUMMARY:

Overview:

Public Works – Fleet Division has a hot-water pressure washer that was purchased in 2013, which is currently inoperable. It has been inspected and deemed not feasible to repair. Fleet requests a replacement to clean vehicles and equipment.

Recommendation:

- a. Approve the purchase of the hot-water pressure washer for Public Works; and
- b. Approve the budget change. (4/5th vote required)

Fiscal Impact:

The purchase amount of the new equipment is \$6,216. There is also an installation cost of \$1,063, for a total asset cost of \$7,279. This asset was not included in the Adopted Fiscal Year 2019-2020 Budget; however, the Fleet Fund has funds to purchase the hot-water pressure washer. The purchase will be made from Fund 500100, Budget Unit 925600, and funds will be transferred to Account 94000 (Fixed Asset). There is no impact to the General Fund.

BACKGROUND:

The Fleet Divisions hot-water pressure washer is used to clean County Fleet Vehicles and equipment. It has a life expectancy of approximately 5 years. The current hot-water pressure washer has been in service since 2013, and recently become inoperable. It has been determined that it is more cost-effective to purchase a new hot water pressure washer than to repair the current one. The pressure washer is built into the building, so to avoid increased installation costs and possible modification to the building, it is recommended that this purchase use the County's sole source procedure. The Purchasing Manager has reviewed and agrees with this recommendation.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Public Works Department – Kevin McAlister/Duane Cooper

SUBJECT: ROADS DIVISION 2015 PNEUMATIC ROLLER PURCHASE

SUMMARY:

Overview:

The replacement of the current Roads Division pneumatic roller is requested due to age, mechanical issues, and air quality standards set by the San Joaquin Valley Air Pollution Control District.

Recommendation:

- a. Approve the sole source purchase of a 2015 CW14 Pneumatic Roller from Quinn Cat Heavy Rents; and
- b. Approve the budget change. (4/5 vote required)

Fiscal Impact:

The amount of the roller is \$69,729. This asset was not included in the Adopted Fiscal Year 2019-2020 Budget; however, the Road Fund has funds to purchase the Pneumatic Roller. The purchase will be made from Fund 300110, Budget Unit 311000, and funds will be transferred from Account 92001 (Supplies and Materials) to Account 94000 (Fixed Asset). There is no impact to the General Fund.

BACKGROUND:

Staff requests the purchase of a replacement pneumatic roller for various roads projects. The current pneumatic roller is 22 years old. Quinn Cat Heavy Rents has given the County the option of purchasing a pre-owned 2015 CW14 pneumatic roller. This includes a 12 month / 1,000 hour powertrain and hydraulic equipment protection plan. Staff has coordinated with the Purchasing Manager for a sole source purchase of this equipment, and is requesting your Board's approval to allow the Purchasing Manager to sign a Purchase Order as per County Policy. The sole source purchase of the pneumatic roller is being requested due the machinery being a rental purchase, and this price is only good until the end of 2019. A new pneumatic roller is estimated to cost \$130,000. This piece of equipment is used for various road maintenance activities.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

COUNTY OF KINGS PURCHASING DEPARTMENT
SOLE SOURCE JUSTIFICATION

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

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

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

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

Existing Equipment *1997 Cat Acquired 2/1/2002 with hours 2622*
 Manufacturer/Model Number *Cat P50200B Pneumatic 9 Wheel Roller*
 Age *22*
 Current Estimated Value \$ *5,000.00*

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

2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary. *To comply with Air Broad Regulations and Compliance for a Tier 4 motor it is also a great deal on a piece of equipment that would cost \$130,000 for new.*

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

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

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

Signature *Duane Cooper*

Printed Name and Title

Date

DUANE COOPER ROAD SUPERINTENDENT 12/3/19

Purchasing Manager: Approved as written Rejected Signed *Eva Jones* *12/3/19*

NOTE: USED EQUIPMENT CANNOT BE PROPERLY COMPARED BECAUSE OF THE NATURE OF IT BEING "USED."

Dan Willhite, Purchasing Manager
EVAN C. JONES



Quote 136845-01

December 9, 2019

KINGS COUNTY - PUBLIC WORKS
Attention: Account Payable
1400 W LACEY BLVD
HANFORD
California
93230

Attention: DUANE COOPER

Duane,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR INC. Model: CW14 Paving

STOCK NUMBER: HR0000664
Hours: 955

SERIAL NUMBER: 0LTJ00385

YEAR: 2015

Sell Price	\$72,000.00
Quinn Discount	(\$7,000.00)
Net Balance Due	\$65,000.00
State and Local Sales Tax (7.25%)	\$4,712.50
California Tire Fee	\$15.75
After Tax Balance	\$69,728.25

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Randy Dunbar
Machine Sales Representative

CATERPILLAR INC. Model: CW14 Paving**STANDARD EQUIPMENT**

POWERTRAIN - Cat C3.4B ACERT Engine - T4i/Stage 3B 100 HP/75 kW, four - cylinder turbo-charged - Dual element cyclonic air cleaner - Fuel filter / water separator - Ultra clean fuel filter with integrated - prime pump - Two-speed throttle switch - Dual braking systems (service and parking) - Continuously variable hydrostatic - transmission with seamless shifting - Direct "high" drive - no chains

ELECTRICAL - 12-volt electric starting - 55 - amp alternator - One CAT Maintenance Free Batteries - Rooding lights - turn signals and low - beam forward facing lights - Rear backup light and stop indication - lamps - Halogen working lights - bumper mounted - (2 front-facing and 2 rear-facing) - Backup alarm and forward warning horn - Product Link Ready

OPERATOR ENVIRONMENT - Gage Package - ROPS - Fixed, non-suspension seat with - Oversized RH arm rest - 3" wide belt - Vandalism protection - Power assisted steering

FLUIDS - Premixed 50% concentration of Extended - Life Coolant with freeze protection - to -37C (-35F)

OTHER STANDARD EQUIPMENT - Locking fiberglass engine enclosure - All wheel oscillation - front and rear - Front wheel vertical equalizing - suspension - Gravity water system with distribution - bars over front and rear tires and - individual retractable steel tire - scraper - Manual brake release - Nine 8:50/90 x 15 6-ply bias tires - Transport tie-down and lift points - 104 gal (394L) water tank capacity - Quick connect hydraulic pressure - test ports - SOS ports: - engine - hydraulic - coolant - Coco mats - Remote drains for all fluids

MACHINE SPECIFICATIONS

Description	Reference No
CW14 PNEUMATIC COMPACTOR	369-5800
LANE 3 ORDER	0P-9003
ENGINE, TIER 4I, STAGE 3B	369-5770
GAGE, BASIC, HW	252-2458
NO TRACTION CONTROL, HW	373-2524
OPERATOR STATION, ROTATING	243-3552
SEAT, NON SUSPENSION	104-1863
TIRES, 9, 12PLY BIAS	374-5351
WATER SPRAY, PRESS, 9-TIRE	371-8895
SKIRT, TIRE, 9 WHEEL SYSTEM	165-4221
BALLAST, STEEL	245-7702
PACK, DOMESTIC TRUCK	0P-0210
INLAND FREIGHT, HEAVY/WIDE	0P-4592
PRODUCT LINK, SATELLITE PL321	369-5765

F.O.B/TERMS

Fresno Earthmoving

FINANCING

Finance terms and conditions subject to credit approval by Caterpillar Financial Services Inc.(CFSC). Payment amounts, down payments, and terms are estimates only, final amounts must be determined by CFSC.

ADDITIONAL CONSIDERATIONS

- Delivery is December 2019

Accepted by _____ on _____

Signature



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Public Works Department – Kevin McAlister

SUBJECT: FIRE STATION CALIFORNIA ENVIRONMENTAL QUALITY ACT ANALYSIS

SUMMARY:

Overview:

The County received settlement funds from the State to mitigate the impact of the High Speed Rail (HSR) project within the County. A portion of these funds is dedicated to deal with impacts the HSR project will have on two of the County’s fire stations. Staff is preparing to undertake the environmental review as required by the California Environmental Quality Act (CEQA) for the proposed fire station work as the initial step in this process. This action will establish a budget for the CEQA analysis.

Recommendation:

Approve the budget change to complete the California Environmental Quality Act analysis for the high speed rail mitigation work at the County’s impacted fire stations. (4/5 Vote Required)

Fiscal Impact:

The cost to perform the CEQA analysis on the County’s fire stations is \$50,000. This money will be appropriated in Budget Unit 700000, account 94007.

BACKGROUND:

A portion of the settlement funds from HSR are to reimburse the County for costs associated with relocating Fire Station #4, on Houston Avenue, to another location closer to SR 43 to mitigate impacts from the high speed train. Funds will also be used to add a classroom, which can also be used as an Emergency Operations Center, at Fire Station 4, and to modify Fire Station 5 (Armona) to accommodate an aerial ladder truck. The first step to incorporate these changes is to conduct a CEQA evaluation to assess environment impacts associated with this work and attendant required mitigation measures. A Request for Proposals will be issued for this work, which is estimated to cost \$50,000.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

December 17, 2019

SUBMITTED BY: Public Works – Kevin McAlister/Rhonda Mann

SUBJECT: LETTER OF SUPPORT FOR THE SAN JOAQUIN VALLEY CLEAN ENERGY ORGANIZATION'S PROPOSED CENTRAL CALIFORNIA ENERGY WATCH PROGRAM

SUMMARY:

Overview:

The San Joaquin Valley Clean Energy Organization (SJVCEO) is requesting a letter of support for the proposed Central California Energy Watch Program.

Recommendation:

Approve a letter of support for the San Joaquin Valley Clean Energy Organization's proposed Central California Energy Watch Program.

Fiscal Impact:

None.

BACKGROUND:

The SJVCEO is a collaborative effort of Pacific Gas and Electric (PG&E), Southern California Gas, Kings County, and various other municipalities seeking to increase energy conservation in rural California areas. PG&E is sun-setting local government partnerships, like Valley Innovative Energy Watch (VIEW) in June 2020. The SJVCEO has proposed a Central California Energy Watch, combining the VIEW and San Luis Obispo Energy Watch to create a program serving ten counties throughout Central California. Their proposal passed the Request for Application stage over the summer and is now in the competitive Request for Proposal process. If selected, the SJVCEO would go under contract beginning July 1, ensuring no gap in services for the County.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

LETTER OF SUPPORT FOR THE SAN JOAQUIN VALLEY CLEAN ENERGY ORGANIZATION'S PROPOSED CENTRAL CALIFORNIA ENERGY WATCH PROGRAM

December 17, 2019

Page 2 of 2

The SJVCEO and Kings County have worked in partnership to accomplish many projects since 2009; for example, saving 1,047,796 kWh or \$57,000 on electric charges through energy efficiency projects. Together, we have benchmarked all County energy accounts, completed a Board approved Energy Action Plan, administered energy efficiency and conservation block grants annually since 2010, supported and submitted a Kings County park improvement grant as well as installed new refrigeration units at three small markets within Kings County's communities.

SJVCEO looks for grant funding sources in order to be more efficient, reliable and affordable. Kings County has been supportive of clean energy efforts since October 2009, adopting a Clean Energy Resolution and has been part of the View Partnership since January 18, 2010. Staff expects that the new Central California Energy Watch will continue to support these important efforts. As a result, staff recommends your Board approve the letter of support for the Central California Energy Watch Program.



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

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

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

CRAIG PEDERSEN – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

MAILING ADDRESS: KINGS COUNTY GOVERNMENT CENTER, HANFORD, CA 93230
OFFICES AT: 1400 W. LACEY BLVD., ADMINISTRATION BUILDING # 1, HANFORD
(559) 852-2362, FAX: (559) 585-8047
Web Site: <http://www.countyofkings.com>

December 17, 2019

To Whom It May Concern:

RE: Letter of Support in San Joaquin Valley Clean Energy Organization's Proposed Central California Energy Watch Program, Request for Proposals: PG&E Local Government Partnerships Energy Efficiency Programs.

Kings County is interested in the proposed Central California Energy Watch program put forward by the San Joaquin Valley Clean Energy Organization (SJVCEO) to serve public agencies in Fresno, Kern, Kings, Madera, Merced, northern Santa Barbara, San Joaquin, San Luis Obispo, Stanislaus, and Tulare counties, in partnership with the Rural Development Center at the Office of Community and Economic Development at Fresno State and the Santa Maria Valley Chamber of Commerce.

We appreciate that the SJVCEO is a regional non-profit, centrally located, with experience in serving hard to reach (HTR) local governments and public agencies through energy programs. We recognize their efforts to positively impact our community and those like ours to increase awareness of energy saving opportunities. The SJVCEO has assisted rural and HTR local governments save more than 23,000,000 kWh through energy efficiency programs and secured more than \$8,000,000 in non-utility clean energy funding from grants and foundations.

We appreciate their commitment to helping our communities grow and thrive through energy efficiency, while maintaining our local character. Should the SJVCEO be awarded this RFP, we would be interested in benefiting from their offered services to support our energy needs and goals.

Sincerely,

Joe Neves
Chairman

cc: Courtney B. Kalashian, ED SJV Clean Energy Organization



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: OUT OF STATE TRAVEL

SUMMARY:

Overview:

The Kings County Sheriff's Office is requesting approval for the out of state travel of Fiscal Analyst III Cassandra Bakker to attend the Government Finance Officers Association's 114th Annual Conference in New Orleans, Louisiana from May 17-20, 2020.

Recommendation:

Authorize the out of state travel of Fiscal Analyst III, Cassandra Bakker, to attend the Government Finance Officers Association's 114th Annual Conference in New Orleans, Louisiana from May 17-20, 2020.

Fiscal Impact:

The full cost of this training, not to exceed \$3,000, will be paid from the Sheriff's Office Fiscal Year 2019-2020 training budget under Budget Unit 220000.

BACKGROUND:

The Government Finance Officers Association (GFOA), founded in 1906, represents public finance officials throughout the United States and Canada. The association's more than 20,000 members are federal, state/provincial, and local finance officials deeply involved in planning, financing, and implementing thousands of governmental operations in each of their jurisdictions. GFOA's mission is to advance excellence in public finance. The Annual Conference is an incomparable opportunity for professional growth and education. This year's conference is being held in New Orleans, Louisiana.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: OUT OF STATE TRAVEL

SUMMARY:

Overview:

The Kings County Sheriff's Office is requesting approval for the out of state travel of Commander Rick Bradford, Sergeant Loren Bettencourt, Senior Deputy Eric Johnson, Senior Deputy Miguel Cortez, Senior Deputy Matthew Washburn, Senior Deputy Dakotah Fausnett, and Deputy Seth Cardoza to attend the 6th Annual International Police K9 Conference and Vendor Show in Las Vegas, Nevada from March 3-6, 2020.

Recommendation:

Authorize the out of state travel of Commander Rick Bradford, Sergeant Loren Bettencourt, Senior Deputy Eric Johnson, Senior Deputy Miguel Cortez, Senior Deputy Matthew Washburn, Senior Deputy Dakotah Fausnett and Deputy Seth Cardoza to attend the 6th Annual International Police K9 Conference and Vendor Show in Las Vegas, Nevada from March 3-6, 2020.

Fiscal Impact:

The full cost of this training, not to exceed \$5,300, will be paid from the Sheriff's Office Fiscal Year 2019-2020 training budget under Budget Unit 222000.

BACKGROUND:

Commander Rick Bradford oversees the Sheriff's Office Canine Unit. Sergeant Bettencourt is the Canine Unit Supervisor. Senior Deputies Johnson, Cortez, Washburn, Fausnett and Deputy Cardoza are canine handlers with the Sheriff's Office. The Sheriff's Canine Unit regularly utilizes its five canine officers for narcotics detection and canine patrol functions within Kings County. This training conference is a valuable tool and will provide opportunities for staff to interact with and learn best practices from K-9 handlers from around the world.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: CLAIM FOR DAMAGES FOR GENARO MORFIN

SUMMARY:

Overview:

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

Recommendation:

Deny the Claim for Damages filed by Genaro Morfin.

Fiscal Impact:

None with this action.

BACKGROUND:

On November 6, 2019, a claim for damages was filed by Genaro Morfin claiming that force was used during his arrest, causing him injuries. After investigation of the claim, County Counsel's office finds that the County is not liable for any damages. Pursuant to Government Code section 912.6, staff recommends your Board find that the Claim is without merit and deny the Claim.

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) 582-3211 EXT 2362
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM December 17, 2019

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: HEALTH INSURANCE PREMIUM HOLIDAY

SUMMARY:

Overview:

The Kings County Health Insurance Advisory Committee met on Tuesday, December 10, 2019 to review the Health Insurance claims to date and to review the overall Health Insurance Fund and is recommending a Health Insurance Premium Holiday for two pay periods.

Recommendation:

Approve the Health Insurance Premium Holiday for Kings County employees as well as Retiree participants, for pay periods 1 and 2 (January 3, 2020 and January 17, 2020).

Fiscal Impact:

The monthly employee contribution for the employee share of health insurance premiums is approximately \$375,000 per month. Therefore, the Health Insurance Fund would be picking up two pay periods of premiums for a total cost of approximately \$375,000.

BACKGROUND:

Health Insurance claims have been reviewed through November 2019, and the estimate for the remainder of the year shows the reserve in the Health Insurance Fund to be enough to allow for two pay periods of premium holidays for those employees who pay into the Health Insurance Plan.

(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

HEALTH INSURANCE PREMIUM HOLIDAY

December 17, 2019

Page 2 of 2

There are three pay periods in January, 2020. Pay period 3 (January 31, 2020) does not have Health Insurance premiums deducted. The result would be that there are three pay periods where no employee deductions for Health Insurance are taken (January 3rd through January 31st, 2020).



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Behavioral Health – Lisa Lewis/Unchong Parry

SUBJECT: AGREEMENT WITH KINGS VIEW COUNSELING SERVICES FOR MENTAL HEALTH SERVICES AND SUBSTANCE USE DISORDER PROGRAMS

SUMMARY:

Overview:

Behavioral Health is seeking approval for an agreement with Kings View Counseling Services for Mental Health Services and Substance Use Disorder (SUD) Programs for a term covering Fiscal Year (FY) 2018-2019 and 2019-2020.

Recommendation:

Retroactively approve the Mental Health Services and Substance Use Disorder Programs Agreement between Behavioral Health and Kings View Counseling Services for Fiscal Years 2018-2019 and 2019-2020.

Fiscal Impact:

There will be no impact to the County General Fund. Behavioral Health receives funding from the State Department of Healthcare Services (DHCS) to fund the programs and services in the Agreement. Revenues are distributed in Behavioral Health Budget Units 420000, 422100, and 422200. The cost of the agreement in Fiscal Year (FY) 2018-2019 was \$10,310,355 and FY 2019-2020 is \$9,833,397.

BACKGROUND:

Kings County Behavioral Health has contracted with Kings View Counseling Services to provide Mental Health, Outpatient Substance Use Disorder, and Mental Health Services Act (MHSA) Programs for Kings County and its residents.

(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 KINGS VIEW COUNSELING SERVICES FOR MENTAL HEALTH SERVICES AND SUBSTANCE USE DISORDER PROGRAMS

December 17, 2019

Page 2 of 2

The Mental Health, SUD, and MHSA programs have been designed and developed to increase community access to services, focus on early prevention and early interventions, promote resilience and recovery, increase the level of empowerment and participation of clients and families in all aspects of the mental health system.

Under this contract agreement, the services are listed in the following groups: Crises and Access, Adult Systems of Care, Children's Systems of Care, Quality Management and Managed Care, Psychiatry and Medication, and SUD Program Services. A complete listing of all the services and programs provided and the program descriptions are outlined in the Scope of Work in the agreement.

In addition, Kings View provides Medi-Cal claim and billing services and Mental Health Services Act (MHSA) Plan Programs; Full Service Partnership Services, Community Integration Team Program, Prevention Early Intervention School based Programs, and Oak Wellness Center Program.

The main changes from contracted services in FY 2017-2018 to FY 2018-2019 was increases to Psychiatric and Medication services. The contracted provider is to maintain an adequate capacity to provide comprehensive psychiatric and medication services via contracting with psychiatrists and/or family practitioners. These services are provided on site or via tele-psychiatry and tele-medicine.

The major change in the FY 2019-2020 is to terminate the SUD programs effective on January 1, 2020. Mental Health Programs are Kings View's primary services and the department has been working on centralizing SUD services with an alternate provider. The Department has been working with Kings View to make this change successful by assisting them with transitioning their services.

These Agreements have been reviewed and approved by County Counsel as to form, and copies are on file with the Clerk of the Board.

**AGREEMENT FOR SERVICES
BETWEEN THE COUNTY OF KINGS AND KINGS VIEW**

THIS AGREEMENT is made and entered into as of the 1st day of July, 2018, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Kings View Corporation, doing business as Kings View Counseling Services for Kings County, a non-profit corporation (hereinafter “Contractor”).

R E C I T A L S

WHEREAS, County intends to maintain a comprehensive Mental Health Plan administered by Kings County Behavioral Health Department in compliance with all applicable laws, rules, and regulations and in conformance with the guidelines issued by the Department of Health Care Services (DHCS); and

WHEREAS, County wishes to enter into an agreement with Contractor to provide mental health services in compliance with the County’s Mental Health Plan; and

WHEREAS, Contractor has the sufficient experience and skill to perform the services required.

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

Consultant shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set

forth in **Exhibit B**

Payment for service provided under this Agreement is limited to the maximum amount of **\$10,310,355 for Fiscal Year 2018/2019** and **\$9,833,397 for Fiscal Year 2019/2020**.

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

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

4. TERM

This Agreement shall commence on July 1, 2018, and shall terminate on June 30, 2020, unless otherwise terminated in accordance with its terms. County shall have the option to extend this Agreement for one (1) additional year on the same terms and conditions.

5. RECORDS AND INSPECTIONS.

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

6. AMENDMENTS

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

7. TERMINATION

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

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

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

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

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

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

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

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

8. INSURANCE

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

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per

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

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

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

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

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

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

9. INDEMNIFICATION

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

B. Other than in the performance of professional services and to the full extent

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

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

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

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

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

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors

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

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work

pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

19. NOTICE

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

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

CONTRACTOR:
KINGS VIEW BEHAVIORAL HEALTH, KINGS COUNTY
1393 BAILEY DRIVE
HANFORD, CA 93230

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

20. CHOICE OF LAW

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

21. SEVERABILITY

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

22. SURVIVAL

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

23. NO THIRD PARTY BENEFICIARIES.

County and Contractor are the only parties to this Agreement and are the only parties

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

24. ADA COMPLIANCE

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

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

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

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

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

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

26. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS

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

27. AUTHORITY

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

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

County of Kings

Contractor.

By: _____
Joe Neves, Chairman

By: _____
Amanda Nugent Divine, Chief Executive Officer
Kings View Corporation

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

Sande Huddleston

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Juliana F Gmur

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Budget

Exhibit C: Kings County ADA Grievance Procedures

Exhibit D: Branding

Exhibit E: Assurances and Certifications

**Kings View –Scope of Work
Fiscal Year 2018/2019-2019/2020**

Table of Contents

<u>QUALITY MANAGEMENT & MANAGED CARE PROGRAM</u>	3
The Mission of Quality Management and Managed Care	3
Utilization Review	4
Managed Care Program	4
Compliance and Privacy	4
Problem Resolution Process	4
Medical Records.....	4
<u>ADULT SERVICES PROGRAM</u>	5
Outpatient Services.....	5
Collaborative Justice Treatment Court	5
Oak Wellness Center.....	6
<u>CHILDREN’S SYSTEM OF CARE PROGRAM</u>	7
Clinic Based Outpatient Mental Health Services	7
Infant Mental Health Services.....	7
<u>SATELLITE CLINICS</u>	8
<u>MEDICATION SERVICES</u>	8
<u>ACCESS & CRISIS DEPARTMENT</u>	9
Access Services.....	9
Screening.....	9
Mental Health Intake Assessment	9
Crisis Response	10
Community Integration Team (CIT)	10
PATH.....	11
24/7 Crisis Call Center	11
Marriage and Family Therapist/Masters of Social Work Traineeship/Internship	11
<u>SUBSTANCE USE DISORDER (SUD) OUTPATIENT SERVICES</u>	12

QUALITY MANAGEMENT & MANAGED CARE PROGRAM

Contractor has served as the Managed Care entity for Kings County as well as been responsible for meeting the County's state/federal obligations for Quality Management oversight. The Behavioral Health Director has communicated to Contractor the intent of moving many of the Managed Care and Quality Management functions to County personnel, as the County develops their own Managed Care/Quality Management Department. **The Managed Care transition to KCBH will be fully completed by June 30, 2020.** Ongoing collaboration meetings will occur and progress toward transition and will be assessed quarterly.

Therefore, some of what is described under the Quality Management & Managed Care Scope of Work is subject to change during the 2019-2020 fiscal year. Contractor shall continue performing Quality Management and Managed Care functions until the transition has completed and assist to ensure that all State requirements are being met.

The Mission of Quality Management and Managed Care

Contractor will work to ensure overall quality performance in the areas of clinical care and consumer service through the Quality Management Program. Quality oversight will be ensured through the development of the following areas of focus:

- 1) Assist with the development and implementation of the Quality Work Plan.
- 2) Assist with the implementation of specialized oversight committees and work groups.
- 3) Maintain a project task list for the Managed Care Transition to assess progress made and provide resources where needed.

Each of these areas of focus will draw from the contributions of a wide spectrum of individuals, including:

- 1) Professional, para-professional and support staff.
- 2) Contractor, Kings County Behavioral Health, consumer family members, and current consumers of mental health services.
- 3) A membership that acknowledges a wide array of cultural and ethnic diversity.

The goals of the Quality Management Program are continuous improvement of services and efficient use of resources by:

- Establishing mechanisms that effectively improve quality.
- Assisting providers to remain consistent with State guidelines.
- Assuring service delivery integration and interagency collaboration.
- Examining the use of resources within the Mental Health System of Care and providing mechanisms that ensure delivery of consumer-centered, culturally appropriate services that are consistent with the highest possible quality of care.

Contractor will ensure the quality management oversight through the facilitation or participation of five standing committees. These include, but are not limited to:

- 1) Quality Improvement Committee (QIC), as a participant
- 2) Medication Monitoring Committee, as a facilitator

- 3) Utilization Review Committee, as a facilitator
- 4) Cultural Competency Committee, as a participant
- 5) Compliance Committee, as a participant

Each committee will meet monthly and will produce both meeting minutes and a written record of meeting participants. For the committees the Contractor facilitates, documentation will be maintained by Contractor and will be available for review by Kings County Behavioral Health and/or all state review entities.

Utilization Review

Contractor will maintain a quality review process adequate to ensure that all state and federal expectations are fulfilled in all clinical activities, including direct services and documentation. Contractor will maintain a review process that includes the following primary components:

- 1) Peer Utilization Review – A review performed by other staff of comparable professional standing.
- 2) Random review by Quality Management Personnel – This review focuses on identifying quality related trends for the purpose of creating effective training interventions.

Managed Care Program

Contractor will ensure that a managed care process is maintained that ensures clinical services submitted for reimbursement meet all requirements set forth by Medi-Cal and Medicare. This will include the following:

- 1) Review of clinical documentation.
- 2) Ensuring eligibility for Psychological Testing.
- 3) Ensuring timely compliance review and approval of Managed Care Organization network service claims.

Problem Resolution Process

Contractor transitioned this function over to KCBH during the FY 18-19. Contractor will forward all grievance and appeals to county for processing and follow up. Contractor will maintain a log for tracking and reporting purposes.

Compliance and Privacy

Contractor transitioned this function over to KCBH during the FY 18-19. Contractor will adhere to the county policies and procedures as they are implemented during the fiscal year.

Medical Records

Contractor will ensure a functioning and responsible Medical Records department. Medical records are currently maintained in primarily an electronic format, but Contractor does ensure that all paper documents are adequately maintained and are compliant with privacy requirements. Contractor will ensure that requests for access to protected health information are processed in a timely manner to ensure consumer privacy.

ADULT SERVICES PROGRAM

Outpatient Services

Contractor will maintain an Adult Outpatient program that provides the most effective therapy possible to those individuals who are diagnosed with a mental disorder, for the purpose of returning the consumer to his/her highest level of functioning. Contractor will assist consumers in regaining and maintaining their ability to manage their lives successfully through skill building and community reintegration. The primary treatment modality is group treatment with individual therapy either in-person or remotely up to thirty (30) hours used to support the group progress or when group is not clinically indicated. Outpatient services will be comprised of two levels of care: Full Service Partnership and Recovery Oriented services.

Collaborative Justice Treatment Court

Contractor provides mental health clinicians for the Collaborative Justice Treatment Court (CJTC). Contractor staff assess all incarcerated and non-incarcerated consumer referrals who are approved by the Review Board, with an identified history of mental illness and/or substance use. Those who may or may not be on psychotropic medication would be considered suitable to participate in the CJTC program. Contractor staff research their data base and complete interviews as appropriate to determine if there is a history of mental illness for all potential CJTC consumers. Contractor provides staff to deliver treatments for consumers in the CJTC, attends weekly court hearings, provides progress reports to the court, collaborates with other community agencies involved with CJTC and serves on the Advisory Review Board.

Outcome Measures

Contractor utilizes the following outcome measures:

- 1) North Carolina Family Assessment Scale for Reunification (NCFAS-R).
- 2) Burns Scales (Burns Depression Checklist and Burns Anxiety Inventory)
- 3) DERS
- 4) PTSD related measures

Co-Occurring Disorders Program

A co-occurring substance use disorder is often present with mental health consumers, especially for those consumers within the criminal justice system, the veteran community, and the homeless. Contractor will maintain the Co-Occurring Disorders Treatment Program, which provides assistance to consumers (adult and transitional age youth) who suffer from a serious mental illness and a co-occurring substance use disorder. Therapy, psycho-education, skill/rehabilitation groups, case management services, and medication services are provided to consumers giving them an opportunity to integrate coping skills with their daily life activities. A consulting psychiatrist meets regularly with the Co-Occurring Disorders Program treatment team, as needed.

Outcome Measures

In order to evaluate program efficacy, Contractor utilizes Burns Brief Mood, Cravings, and Urges Scale. Contractor's measurement of success is a twenty percent (20%) increase in score from consumer pre-test to consumer post-test.

As a second measure of success, the Co-Occurring Disorders program has also established the goal that 75% of their graduates will have achieved ninety (90) days or more of sobriety by the time of treatment completion, as substantiated by random drug testing.

Oak Wellness Center

Oak Wellness Center (OWC) provides a safe, peer driven, non-treatment oriented social environment to promote recovery from mental health issues and enhance wellness among its members. This unique utilization of a membership operated wellness center provides the perfect fertile ground for member's empowerment. The OWC operates seven (7) days a week except some major holidays. Services include activities such as arts and crafts, outings, wellness/recovery and life skills groups, and other positive life enhancing activities. Membership and participation is open to any individual who is vested in recovery and wellness.

Outcome Measures

Success within the Oak Wellness Center is measured by the percentage of consumers reporting that the OWC has assisted them in advancing their wellness goals. Contractor's goal is that eighty percent (80%) of consumers, polled at the last month of every fiscal year and/or at time of exit from the program, will report that the OWC has assisted them in advancing their wellness goals.

CHILDREN'S SERVICES

Clinic Based Outpatient Mental Health Services

Contractor will maintain a fully functional clinic-based outpatient mental health program for children. The purpose of this program is to provide the most effective therapy possible to those children who are diagnosed with a mental disorder, in order to return the consumer to his/her highest level of functioning and/or to prevent the disintegration of functional capacity due to a mental health condition. The children served in clinic-based outpatient mental health services programs fall into two (2) categories, based on guardian status. These include Contractor's traditional population of children where the ability to authorize services derives from the parent or legal guardian. The second category of children are Dependents of the Court children. For these cases, Kings County Health and Human Services serves as their guardian.

School Based Services

Contractor will provide medically necessary, school based mental health services to eligible students attending a school within the county of Kings. The primary goal of the School Based Program is to provide mental health services to school aged children without interrupting their academic program.

Infant Mental Health Services

Contractor shall maintain an Infant Mental Health Services component. This program is designed especially for the Dependent of the Court population.

Children's Services Outcome Measure

CANS

Contractor is using the Children and Adolescent Needs and Strength Assessment (CANS) as the primary outcome instrument for all of the services provided within the CSOC department. The CANS is a highly reliable and validated instrument for measuring outcomes in children and adolescents that reviews six (6) core areas. These include: 1) Life Domain Functioning, 2) Strengths, 3) Care Giver Strengths and Needs, 4) Youth Behavioral/Emotional Needs, 5) Youth Risk Behaviors, and 6) Acculturation. When the Risk domain exceeds a point value of two (2) or greater, CANS can evaluate the risk in eight (8) separate categories. The CANS will be given to all children and adolescents entering the children's program at the time of admission, at mid-treatment (re-assessment), and then at discharge. Contractor's primary internal goal for the Children's Services program is to achieve a twenty percent (20%) reduction in scores in all domains (accumulative), at a statistically significant level.

Timeliness

Another area which is reviewed in order to establish quality of care is the timeliness with which Dependent of the Court referrals are assessed and treatment is initiated. Contractor shall have seventy-five percent (75%) of the DOC referrals scheduled for assessments within fourteen (14) days of receiving the referral.

SATELLITE CLINICS

Contractor will maintain satellite clinics in both Corcoran and Avenal. These services will include individual therapy and rehabilitation services, group therapy and rehabilitation groups and limited medication services. Clinical services will be available two (2) days a week in each location. Contractor also continues to provide services at the following Family Resource Centers (Lemoore, Kettleman City).

MEDICATION SERVICES

Contractor will maintain the capacity to provide comprehensive medication services through contracting with Psychiatrist and/or Family Practitioners. These prescribers will provide services on site or via tele-medicine. Acuity determines the frequency of Psychiatrist and Family Nurse Practitioner consumer contact. At risk consumers are seen on an as needed basis, thus medication changes and/or adjustments can be made quickly, consistent with a commitment to aggressive treatment. An effective medication regimen alone or as part of an integrated system of treatment can provide symptom relief and important functional improvement in the lives of our consumers. Psychotic, Bipolar, Major Depressive, and Attention Deficit Disorders in minors respond well to medication treatment, stabilizing and improving quality of life, and creating opportunities for adjunct treatments.

Medication services are provided primarily in the Hanford clinic with additional medication services one (1) day a month at both the Avenal and Corcoran clinics.

Nursing Services support the Physicians and Nurse Practitioners. Brief physical assessment, including taking vitals, medical history recorded, and transcription of orders may be done. Follow-up with medication and lab orders, residential facilities, case management, and appropriate referrals are done as well.

Nurses follow medication orders and monitor medication compliance. Often, it is the nurse who is the consumers' principle link to services for those who are medication only consumers. Consumer concerns regarding the reasons for prescribing a medication, desired effect, possible side effects, and schedules and medication interactions are directed to the nurse. The nurse is the first person contacted by the consumer with any medication related problem. Nurses provide staff, consumer, and the family education regarding medication and health issues.

Outcome Measures

Contractor will review two (2) areas in which to establish quality of care. They are as follows:

- 1) Department of Health Care Services Bi-annual Consumer Satisfaction Survey: Contractor will review questions 9, 11, 15, and 28 of the Consumer Satisfaction Survey. Contractor's standard of quality will be that responses from consumers served within Contractor's medication departments will meet State averages.
- 2) Utilization Review of Medication Services: Contractor's standard of care will be that charts reviewed as part of the medication Utilization Review Process will achieve a passing rate at least eighty per cent (80%) of the time.

ACCESS & CRISIS DEPARTMENT

Access Services

The Access Team provides the first clinical contact with Medi-Cal/ Medicare beneficiaries and Medicaid eligible individuals seeking to access Specialty Mental Health Services (SMHS). The Access Department has two (2) main responsibilities, which are 1) Mental Health Screenings, and 2) Mental Health Intake Assessments.

Mental Health Screening

The Access Team's point of contact to help consumers access SMHS is through the role of screener. Screeners triage concerns with consumers and then guide them along the appropriate pathways towards the services Contractor provides or link them with the requested or recommended services in the community.

Mental Health Intake Assessment

The primary process for entering the mental health system is through the mental health intake assessment. This is the time in which medical necessity is established, a psychosocial assessment is completed, a diagnosis is established, consent for treatment is obtained, and a Plan of Care is created.

The mental health intake assessment occurs with the model called "Open Access." Open Access allows for a consumer to walk in the clinic, receive an initial screening and, if appropriate, complete the mental health intake assessment that day. Contractor implemented the Open Access model effective April 1, 2017. Contractor sees this model as transformative in that it will dramatically shorten wait time

between initial contact with mental health to the point of assessment. Since the initiation of Open Access, Contractor averaged eighty-five (85) assessments per month. It is expected that this use will continue.

Outcome Measurements

Contractor will use the following elements in which to establish success of the Open Access model.

- 1) **No shows:** Prior to the initiation of the Open Access model, no show rates for scheduled mental health assessments were thirty seven percent (37%). This represented a significant loss in revenue and in utilized service time. While there is not a side to side comparison between the no shows in the former model with the Open Access model, it can compare unutilized service time (time set aside for assessments and not used). The standard for the Open Access Model is that no more than twenty percent (20%) of the scheduled assessment slots will go unused.
- 2) **Wait times:** Prior to Open Access, the time between the mental health screening and the mental health intake assessment averaged between four (4) to six (6) weeks. The standard for Open Access is that the average wait time between screening and assessment will not be longer than an average of five (5) working days.

Crisis Response

The Crisis Team responds to the immediate crisis needs of all residents of Kings County, twenty-four (24) hours a day and seven (7) days a week. Crisis Clinicians provide consultative collaboration with treatment providers and community partners involved in a crisis episode, deliver crisis interventions to meet the immediate needs of the consumer and perform crisis risk evaluations of individuals at the Hanford clinic, the Adventist (Hanford) Emergency Room, Adventist Family Birthing Center, County Jail, County Juvenile Detention Center, or over the phone. This team continually reviews and applies its expertise and experience to deliver the best, most effective care to those at serious risk of harm, as related to a mental disorder.

Outcome Measures

There are two (2) primary quality standards by which Contractor evaluates Crisis Response services.

- 1) **Hospitalization Rates:** Because involuntary hospitalizations are both the most financially impactful and the most personally intrusive mental health intervention, every attempt is made to secure a successful outcome to a crisis event with initiating an involuntary detention. Contractor's standard is to reduce the events of involuntary detainment as a result of a crisis evaluation to no more than twenty percent (20%).
- 2) **Response Times:** Contractor's quality standard is to respond to crisis evaluation requests from the emergency department of jail, within one (1) hour, at a frequency of ninety percent (90%) of the time. The most common reason for missing the time frame was because the crisis counselor was working on an earlier call.

Community Integration Team (CIT)

The community Integration Team (CIT) facilitates safe discharges of consumers from psychiatric facilities and extends that facilitation of stable functioning to consumers who have progressed back into the community. The CIT collaborates closely with the Public Guardian's Office and with Kings County Behavioral Health on behalf of consumers for whom the agencies provide enhanced oversight of their treatment. In addition to the monitoring of consumers in treatment-enhanced placements and discharge planning, Community Integration Team (CIT) Case Managers also carry a caseload of consumers residing independently in the community, and provide rehab interventions to support continued stable functioning.

Post Crisis Intervention (PC)

Post Crisis, Co-Occurring Chronic Medical Conditions, and Homelessness (PATH)

The Post Crisis Team fills in gaps in service for consumers by offering emotional support, guidance, and linkage to mental health services. Typically, the PC Team works with individuals who have suffered a crisis episode or who have experienced other barriers to receiving appropriate treatment. The PC team helps consumers with one or more co-occurring chronic medical conditions to approach mental health treatment as part of a "whole health treatment plan."

24/7 Crisis Call Center

Central Valley Suicide Prevention Hotline (CVSPH), a program of the Contractor Corporation, is contracted to answer all after-hours and weekend telephone informational inquiries into how to access Contractor's services and to respond to all requests for crisis service, whether to dispatch a Crisis Worker to a partner agency, to respond directly to a consumer in need of brief crisis intervention, or to facilitate dispatch of emergency services to the consumer's location.

Marriage and Family Therapist (MFT)/ Masters of Social Work (MSW) Traineeship/Internship

Contractor has developed a comprehensive and innovative field placement experience for MFT and MSW students who are completing their graduate field placement experience. The purpose of this program is to prepare MFT/MSW graduate students for successful employment in a county mental health system. They are exposed to all aspects of services provided within a county mental health system and learn about how to work within the guidelines of Medi-Cal and Medicare payment systems. There are typically six (6) to eight (8) trainees/interns at any one time who come from multiple different institutions, including, but not limited to: California State University of Fresno MFT program, California State University Fresno School of Social Work, Fresno Pacific Biblical Seminary, Brandman University and others. Trainees and Interns provide on average one hundred seventy (170) hours of clinical services per month. Most of these services are Medi-Cal reimbursable.

Contractor will fund a one thousand dollars (\$1,000) stipend, per student, per semester. This program is capped at ten thousand dollars (\$10,000) per fiscal year.

Outcome Measures

There are two (2) measures that will be used to evaluate this program.

- 1) The primary goal is that MFT Student Trainees and MSW Interns will provide a number of clinical services that would be equal to that of a full-time therapist.
- 2) The second goal is that no less than fifty percent (50%) of our employed therapists will be recruited from the pool of the Contractor's previous MFT Student Trainees and MSW Interns.

SUBSTANCE USE DISORDER (SUD) OUTPATIENT SERVICES

These services seek to stabilize and rehabilitate those identified with a SUD diagnosis. The program seeks to assist those affected by the consequences associated with substance use and addiction by providing education using evidence based curriculum, utilizing group and individual counseling in a safe therapeutic environment, assisting consumers with relapse prevention strategies, and incorporating family members into the treatment process. Treatment is driven by a plan of care developed by the consumer and SUD staff. The plan of care identifies goals the consumer would like to accomplish prior to completing the program. This program is to promote a recovery lifestyle, the development of healthy life skills, and the development of a recovery community. **SUD services will no longer be provided by Kings View as of December 31, 2019.**

Outcome Measures:

To evaluate program efficacy, Contractor measures success by looking at two (2) primary issues:

- 1) Demonstrating a baseline level of knowledge related to recovery principles, and
- 2) To achieve ninety (90) days of sobriety by time of discharge
 - 1) Base line knowledge: The SUD program administers a twenty (20) topic true/false questionnaire that measures a consumer's level of knowledge about recovery related principles. This test is given at treatment initiation and then again at treatment conclusion.

Goal: There are two (2) parts to this goal and they are:

- a. All consumers will achieve a score of eighty percent (80%) or higher on the questionnaire at treatment completion.
- b. The average score will increase from treatment initiation to treatment conclusion by twenty-five percent (25%).
- 2) Sobriety: Consumers are regularly drug tested to ascertain length of sobriety.

Goal: The program goal is that eighty-five percent (85%) of consumers will attain ninety (90) days of sobriety by the conclusion of treatment.

FY 2018/2019

KINGS VIEW-EXHIBIT B: BUDGET

FY 18-19 Kings View Budget			
	MH-MHSA	SUD	TOTAL
EXPENSES			
Salaries & Wages	5,499,298	181,080	5,680,378
Payroll Taxes	524,593	15,573	540,166
Benefits	637,965	22,305	660,270
Sub Total	6,661,856	218,958	6,880,814
			-
Fees Medical Phys	897,817	4,000	901,817
Inpatient Physician Svcs	150,001		150,001
Client Related Expenses	82,643	9,605	92,248
Rent/Lease - Bldg	295,185	30,071	325,256
Building Maint/Supplies	94,015	2,373	96,388
Service Agreements			-
Facility Supplies			-
Utilities	41,645	4,178	45,823
Communications	56,104	819	56,923
IT Services	253,024	8,271	261,295
Software Expenses	73,584	1,998	75,582
Program Supplies	22,621	103	22,724
Office Expenses	36,519	2,600	39,119
Printing Expenses	25,900	1,310	27,210
Fixed Assets	125,957	3,623	129,580
Staff Transportation Costs	154,960	3,209	158,169
Liability Insurance	49,298	1,109	50,407
Registration Costs	44,461	3,396	47,857
Staff Recruitment	6,765	415	7,180
Corporate G & A	914,312	27,650	941,962
OPERATING EXPENSES	3,324,811	104,730	3,429,541
			-
TOTAL EXPENSES	\$ 9,986,667	\$ 323,688	\$ 10,310,355

EXHIBIT B-FY 2019/2020

FY 19-20 Kings View Budget			
	MH-MHSA	SUD	Total
EXPENSES			
Salaries & Wages	5,299,148	89,634	5,388,782
Payroll Taxes	606,163	9,322	615,485
Benefits	635,413	5,686	641,099
SUB TOTAL	6,540,724	104,642	6,645,366
Fees Medical Phys	974,040	-	974,040
Inpatient Physician Svcs	33,262	-	33,262
Client Related Expenses	60,191	1,060	61,251
Rent/Lease - Bldg	282,416	15,271	297,687
Building Maint/Supplies	116,159	3,146	119,305
Service Agreements	80,340	2,159	82,499
Facility Supplies	5,168	31	5,199
Utilities	73,529	3,510	77,039
Communications	61,890	672	62,562
IT Services	323,358	5,832	329,190
Software Expenses	53,311	490	53,801
Program Supplies	15,531	5	15,536
Office Expenses	48,348	589	48,937
Printing Expenses	13,671	258	13,929
Fixed Assets	64,728	311	65,039
Staff Transportation Costs	149,021	2,134	151,155
Liability Insurance	50,231	843	51,074
Registration Costs	10,187	-	10,187
Staff Recruitment	4,242	48	4,290
Corporate G & A	938,816	17,923	956,739
OPERATING EXPENSES	3,358,439	54,282	3,412,721
TOTAL ALL EXPENSES	9,899,163	158,924	10,058,087
Less Kings View Revenue	222,201	2,489	224,690
TOTAL EXPENSES	\$ 9,676,962	\$ 156,435	\$ 9,833,397

Exhibit C

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

Exhibit C

County of Kings

2016 ADA Self-Evaluation

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

Behavioral Health County of Kings Branding Policy

Created August, 2009

Overview

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

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

Purpose

The services funded by BH are almost entirely funded with public dollars earmarked to provide specific services. As such, BH deems it necessary to demonstrate to the public how it: 1) utilizes those public funds; 2) exhibits the types of projects, programs, and services it is funding; and 3) generate public awareness of the collaboration between various programs in the County and the BH.

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

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

containing BH language and logo, or services funded, are used in a manner that is deemed offensive, discriminatory, political, or in violation of any County wide policies, BH has a right to demand the revision of the materials or services to eliminate any identified concerns. BH reserves the right to approve the use of materials utilizing the BH Brand should the need arise.

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

Benefits

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

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

BH is available to address any concerns or issues not covered in this policy on a case by case bases.

ASSURANCES AND CERTIFICATIONS

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

A. Contractor certifies and agrees that:

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

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

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

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

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

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

Drug-Free Workplace Government Code Section 8355

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

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

2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person or organization's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. [Chapter 5.5 Section 8350 to Division 1 of Title 2 of the Government Code.]

BY: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: County Counsel – Lee Burdick/Juliana Gmur

SUBJECT: RESOLUTION TO AUTHORIZE THE PAYMENT OF MONIES TO SATISFY DEBTS FROM THE SETTLEMENT OF THE HIGH-SPEED RAIL AUTHORITY LITIGATION

SUMMARY:

Overview:

On August 13, 2019, the County of Kings and the High-Speed Rail Authority entered into a settlement agreement bringing an end to litigation. As part of the agreement, the County and the High-Speed Rail Authority were each obligated to pay for their own attorneys' fees and costs. In addition, the County had entered into an agreement with co-petitioners, the Kings County Farm Bureau and California Citizens for High Speed Rail Accountability, for the payment of litigation costs. This resolution will authorize the County Administrative Officer to use the settlement monies to satisfy these debts.

Recommendation:

- a. Adopt the resolution to authorize the County Administrative Officer to issue checks to satisfy debts from settlement of the High-Speed Rail Authority Litigation; and
- b. Approve the budget change to issue payment for attorney fees and costs associated to the settlement of the High-Speed Rail Authority. (4/5 Vote Required)

Fiscal Impact:

The fiscal impact is the payment of a total of \$378,997 from the proceeds of the settlement received from the High-Speed Rail Authority. The money will be appropriated in Budget Unit 111000, Account 88025. See the background section for additional information.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

RESOLUTION TO AUTHORIZE THE PAYMENT OF MONIES TO SATISFY DEBTS FROM THE SETTLEMENT OF THE HIGH-SPEED RAIL AUTHORITY LITIGATION

December 17, 2019

Page 2 of 2

BACKGROUND:

Beginning on June 5, 2014, the County of Kings (“County”) initiated litigation in multiple venues on multiple claims challenging the construction of a high-speed rail system in the County. One such case was *John Tos, et al. v. California High-Speed Rail Authority*, Case No. C089466, filed in the Third Appellate District, also known as the “Tos Appeal” or “Tos II” where the County was represented by Stuart Flashman, Esq. Another such case was *County of Kings, et al. v. California High-Speed Rail Authority*, Case No. 34-2014-80001863, filed in Sacramento Superior Court, also known as the “CEQA Lawsuit” where the County was represented by Doug Carstens, Esq., of Chatten-Brown, Carstens & Minter. In the CEQA Lawsuit, the County was joined by co-petitioners, the Kings County Farm Bureau and California Citizens for High Speed Rail Accountability (“CCHSRA”). Arrangements for the payment of the attorney’s fees and costs were set forth in an agreement between the petitioners.

On August 13, 2019, your Board settled the litigation to the benefit of the residents and taxpayers of Kings County in the amount of \$10 million. As part of the settlement, the County and the High-Speed Rail Authority were each obligated to pay for their own attorneys’ fees and costs.

With regard to Tos II, the County’s outstanding obligation to Stuart M. Flashman is five thousand dollars (\$5,000). With regard to the CEQA Lawsuit, the amount outstanding to Chatten-Brown, Carstens & Minter is thirty-three thousand, nine hundred sixty-nine dollars and thirteen cents (\$33,969.13). The County previously paid one hundred fourteen thousand, one hundred eighty-one dollars and seventy-five cents (\$114,181.75).

As for the County’s co-petitioners in the CEQA Lawsuit, the Kings County Farm Bureau has no claim for reimbursement of monies paid to Chatten-Brown, Carstens & Minter. Co-petitioner CCHSRA has paid and will be reimbursed by the County attorney’s fees and costs of three hundred forty thousand, twenty-six dollars and ninety-three cents (\$340,026.93).

The resolution will authorize the County Administrative Officer to obtain any necessary documentation to allow for the law firms and co-petitioner to be entered into the County’s accounting system such that checks can be cut from the proceeds of the settlement thus resolving the County’s outstanding debt from the High-Speed Rail litigation.

The Resolution has been reviewed and approved by County Counsel.

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

IN THE MATTER OF AUTHORIZING
THE PAYMENT OF MONIES TO
SATISFY DEBTS FROM THE
SETTLEMENT OF THE HIGH-SPEED
RAIL AUTHORITY LITIGATION _____/

Resolution No. 19-____

WHEREAS, beginning on or about June 5, 2014, the County of Kings (“County”) initiated litigation in multiple venues on multiple claims challenging the construction of a high-speed rail system in the County;

WHEREAS, in implementing the County’s litigation strategy, the County worked with several partners and law firms;

WHEREAS, the County obtained legal services from Stuart Flashman, Esq. in *John Tos, et al. v. California High-Speed Rail Authority*, Third Appellate Dist. Case No. C089466, also known as the “Tos Appeal” or “Tos II”;

WHEREAS, the County obtained legal services from Doug Carstens, Esq., of Chatten-Brown, Carstens & Minter, in *County of Kings, et al. v. California High-Speed Rail Authority*, Sacramento Superior Court Case No. 34-2014-80001863, also known as the “CEQA Lawsuit”;

WHEREAS, the County partnered with the Farm Bureau and California Citizens for High Speed Rail Accountability (“CCHSRA”) to be co-petitioners with the County in the CEQA Lawsuit; and

WHEREAS, on or about August 13, 2019, the County settled the litigation to the benefit of the residents and taxpayers of Kings County in the amount of \$10 million. Included in the settlement were terms obligating the County to compensate our partners for the value of their attorney’s fees and costs.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the Kings County Board of Supervisors hereby authorizes the County Administrative Officer, Rebecca Campbell, to perform all the steps necessary to issue checks, and to issue said checks, to the following parties and in the following amounts:

- Stuart M. Flashman in the amount of five thousand dollars (\$5,000.00);
- Chatten-Brown, Carstens & Minter in the amount of thirty-three thousand, nine hundred sixty-nine dollars and thirteen cents (\$33,969.13); and
- California Citizens for High Speed Rail Accountability in the amount of three hundred forty thousand, twenty-six dollars and ninety-three cents (\$340,026.93).

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the 17th day of December 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

IN WITNESS WHEREOF, I have set my hand this 17th day of December 2019.

 Clerk of said Board of Supervisor



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Department of Finance – James Erb

SUBJECT: RESOLUTION DELEGATING INVESTMENT AUTHORITY TO THE KINGS
COUNTY DIRECTOR OF FINANCE

SUMMARY:

Overview:

Annually, the Board of Supervisors is requested to consider the delegation of investment authority to the Kings County Director of Finance. Submitted for your Board's action is a Resolution delegating investment authority to the Kings County Director of Finance for the period of January 1, 2020 continuing through December 31, 2020.

Recommendation:

Adopt a Resolution delegating investment authority to the Kings County Director of Finance for the period of January 1, 2020 through December 31, 2020.

Fiscal Impact:

None.

BACKGROUND:

Pursuant to Section 53607 of the California Government Code, your Board has annually delegated certain investment authority to the County's Director of Finance for a one-year period. Kings County Ordinance No. 557, adopted January 14, 1997, allows the annual delegation to be achieved through a Board resolution. Board Resolution 19-002 delegated investment authority for the 2019 calendar year, which expires December 31, 2019. Staff respectfully requests your Board consider adopting a new resolution delegating investment authority to the Kings County Director of Finance for Calendar Year 2020.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF DELEGATING

RESOLUTION NO.

____ INVESTMENT

AUTHORITY TO THE
KINGS COUNTY DIRECTOR OF FINANCE UNDER
SECTION 53607 OF THE CALIFORNIA
GOVERNMENT CODE _____ /

WHEREAS , on January 14, 1997, the Board of Supervisors adopted Kings County Ordinance No. 557, pursuant to the terms of which investment authority was granted to the Kings County Treasurer for a one-year period to end in January 1998 ;

WHEREAS, Ordinance No. 557 provides that all future delegations of investment authority by the Board shall be by Board resolution; and

WHEREAS, the Board now wishes to delegate investment authority to the Kings County Director of Finance for the 2020 calendar year.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Delegation of Investment Authority. Pursuant to Government Code section 53607 and Kings County Ordinance No. 557, the Kings County Director of Finance is hereby delegated the authority to continue to invest or reinvest the funds of the County and the funds of other depositors in the County Treasury commencing on January 1, 2020, and continuing through December 31, 2020.

2. The Kings County Director of Finance shall assume full responsibility for said transactions until such time as the Board of Supervisors revokes this delegation of authority or until its expiration on December 31, 2020, unless renewed on or before that date by the Board of Supervisors.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 17TH day of December 2019, by the following vote:

AYES:

NOES:

ABSENT:

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

WITNESS my hand and seal of said Board of Supervisors this 17th day of December, 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 December 17, 2019

SUBMITTED BY: Department of Finance – James Erb

SUBJECT: DIRECTOR OF FINANCE’S 2020 STATEMENT OF INVESTMENT POLICY

SUMMARY:

Overview:

In accordance with Government Code sections 27133 and 53646, the Director of Finance may annually render to the Board of Supervisors and to the County Treasury Oversight Committee a statement of investment policy, which the Board shall review and approve at a public meeting. Any change in the Policy shall also be reviewed and approved by the Board at a public meeting.

Recommendation:

Approve the 2020 Director of Finance’s Statement of Investment Policy.

Fiscal Impact:

None.

Advisory Board Statement:

The County Treasury Oversight Committee reviewed and approved the 2020 Director of Finance’s Statement of Investment Policy on December 9, 2019.

Pursuant to Government Code section 27132 the Committee members are: Roger Bradley, Board appointed member; Jim Erb, Director of Finance; Ivo Denham, representative for the Kings County Superintendent of Schools; Julie Fagundes, representative for the school districts; vacant, representative for the special districts; Travis Mann, representative for the public; and Tammy Phelps, Assistant Director of Finance - Treasury.

(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

DIRECTOR OF FINANCE'S 2020 STATEMENT OF INVESTMENT POLICY

December 17, 2019

Page 2 of 2

BACKGROUND:

The investment policy provides guidance and restrictions for investment decisions. The policy is brought before your Board each year for review and approval. There are no changes being proposed to the 2020 Director of Finance's Statement of Investment Policy. Your consideration for approval is respectfully requested.

COUNTY OF KINGS

DIRECTOR OF FINANCE'S

STATEMENT OF

INVESTMENT POLICY

JANUARY 1, 2020

James P. Erb, CPA
Director of Finance

Approved by CTOC December 9, 2019
Approved by BOS December 17, 2019

TABLE OF CONTENTS

	Page
I. AUTHORITY	4
II. POLICY STATEMENT	4
III. POOLED INVESTMENT FUND OVERSIGHT COMM.	4
IV. INVESTMENT OBJECTIVES	5
A. SAFETY OF PRINCIPAL	5
1. Credit Risk	
2. Interest Rate Risk	
B. LIQUIDITY	5
C. PUBLIC TRUST	5
D. MAXIMUM RATE OF RETURN	6
V. STANDARDS OF CARE	6
A. PRUDENCE	6
B. ETHICS AND CONFLICT OF INTEREST	6
C. DELEGATION OF AUTHORITY	7
VI. SAFEKEEPING AND CUSTODY	7
A. DEPOSITORY INSTITUTIONS	7
B. AUTHORIZED FINANCIAL DEALER AND INSTITUTIONS	7
C. INTERNAL CONTROLS	8
D. SAFEKEEPING	9
E. VOLUNTARY DEPOSITORS	9
F. WITHDRAWAL OF FUNDS FOR EXTERNAL INVESTMENT	9
VII. SUITABLE AND AUTHORIZED INVESTMENTS	10
A. INVESTMENT TYPES	10
B. RESTRICTIONS ON AUTHORIZED INVESTMENTS	11
C. COMPETITIVE BIDDING	11
D. COLLATERALIZATION	12
VIII. INVESTMENT PARAMETERS	12
A. DIVERSIFICATION	12
B. MAXIMUM MATURITIES	12

IX.	REPORTING	12
	A. METHODS	12
	B. INTEREST CALCULATION AND APPORTIONMENT	13
X.	POLICY EXCEPTIONS AND REVISIONS	13
	A. EXEMPTION	13
	B. AMENDMENTS	14
XI.	SCHEDULES	
	1. LIST OF AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS	15
	2. INVESTMENT PARAMETERS	16
XII.	APPENDIX	
	A. POLICY STATEMENT AND AUTHORIZED PRACTICE “TREASURY RESTRICTIONS ON WITHDRAWAL FOR EXTERNAL INVESTMENTS”	17
XIII.	GLOSSARY OF TERMS	19

I. AUTHORITY

Kings County Ordinance No.557, adopted on January 14, 1997 as an urgency ordinance, delegated to the County Director of Finance the authority to continue to invest or reinvest the funds of the County and the funds of other depositors in the County treasury, pursuant to Section 53600 et seq., inclusive of Section 53684, of the California Government Code. The County Director of Finance, as agent of the county, trustee, and fiduciary, assumes full responsibility for the investment program. The Board of Supervisors shall annually review the Director of Finance's performance and may annually renew this delegation of authority for a one-year period pursuant to Government Code 53607. The Board of Supervisors may also revoke the investment authority by County ordinance.

II. POLICY STATEMENT

Annually, the County Director of Finance shall prepare an Investment Policy, pursuant to G.C. 27133 and G.C. 53646, that will be reviewed by the County Treasury Oversight Committee and rendered for approval to the Board of Supervisors and local agencies.

The purpose of this Statement of Investment Policy (Policy) is to establish cash management and investment guidelines for the County Director of Finance, who is responsible for the stewardship of the Kings County Investment Pool. Each transaction and the entire portfolio must comply with California Government Code Section 53601 et seq., Section 53635 et seq., and this policy. All portfolio activities will be judged by the Standard of Prudence and ranking of investment objectives. Those activities which violate its spirit and intent will be deemed to be contrary to the policy.

III. POOLED INVESTMENT FUND OVERSIGHT COMMITTEE

In accordance with California Government Code Section 27130 et seq., the Board of Supervisors, in consultation with the County Director of Finance, has created a County Treasury Oversight Committee (Resolution No. 95-081, December 5, 1995) to allow local agency representatives participation in the policies that guide the investment of depositor funds. The primary responsibilities of the committee include: (a) to review and monitor the County Director of Finance's Statement of Investment Policy, (b) to cause an annual audit to be conducted to determine the County Treasury's compliance, and (c) to establish criteria for depositor withdrawal of funds for the purpose of investing or depositing outside the County Treasury pool. The meeting of the Oversight Committee shall be open to the public and subject to the Ralph M. Brown Act.

A member of the Oversight Committee may not be employed by an entity that has contributed to the campaign for any member of a legislative body of any local agency that has deposited funds into the county treasury, in the previous three years or during the period that the employee is a member of the committee. While serving on the Oversight Committee, a member may not directly or indirectly raise money for any member of a legislative body of any local agency that has deposited funds into the county treasury. Finally, a member may not secure employment with, or

be employed by, bond underwriters, bond counsel, security brokerages or dealers, or a financial services firms, with whom the Director of Finance is doing business during the period that the person is a member of the committee or for one year after leaving the committee.

The Oversight Committee is not allowed to direct individual investment decisions, select individual investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the County treasury and investment operations.

IV. INVESTMENT OBJECTIVES

The Pooled Investment Fund shall be prudently invested in order to earn a reasonable return, while awaiting application for governmental purposes. The specific objectives for the Pooled Investment Fund are ranked in order of importance.

A. SAFETY OF PRINCIPAL - The preservation of principal is the primary objective. Each transaction shall seek to ensure that capital losses are avoided, whether they are from securities default or erosion of market value. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk is mitigated by: (a) limiting investments to the safest types of securities; (b) pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the Treasury will do business; and (c) diversifying the investment portfolio so that potential losses on individual securities will be minimized.

2. Interest Rate Risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk is mitigated by: (a) structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and (b) by investing operating funds primarily in shorter-term securities.

B. LIQUIDITY - As a second objective, the Pooled Investment Fund should remain sufficiently flexible to enable the County Director of Finance to meet all operating requirements which may be reasonably anticipated in any depositor's fund. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). No more than 35% of the portfolio may be invested in securities maturing in three to five years and during peak tax collection no more than 30%. Percent restrictions shall be applicable only for the date of purchase. Any future percent deviations due to cash flow demands reducing the total investment portfolio shall not be considered out of compliance. Furthermore, since all possible cash demands cannot be anticipated, the portfolio shall consist largely of securities with active secondary or resale markets (dynamic liquidity).

C. PUBLIC TRUST - In managing the Pooled Investment Fund, the County Director of Finance and the authorized investment staff should avoid any transactions that might impair public confidence in Kings County and the participating local agencies. Investments should be made

with precision and care, considering the probable safety of the capital as well as the probable income to be derived.

D. MAXIMUM RATE OF RETURN - As the fourth objective, the Pooled investment Fund is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities can be sold prior to maturity for the following reasons: (1) a declining credit security to minimize loss of principal; (2) a security swap to improve the quality, yield, or target duration in the portfolio; (3) the liquidity needs of the portfolio require that the security be sold; (4) a call notification of a make-whole bond which, given unfavorable market conditions, could deteriorate the price of the bond on the redemption date, or (5) to realize a profit. If there is a realized loss of principal, the loss will first be allocated against the interest earned in the current quarter on the sold security. If the security's current interest is not sufficient to cover the loss, then the Director of Finance may allocate the loss against a profit realized from selling a security in the same quarter, and/or the total current and future portfolio interest earnings. In the event of an imminent loss of principal for which the security's interest would not be sufficient to cover the loss, the Director of Finance may withhold from the total current and future portfolio interest earnings to reserve against a future maximum anticipated actual loss.

V. STANDARD OF CARE

A. PRUDENCE - The County Director of Finance, as a trustee and therefore a fiduciary, is subject to the Prudent Investor Standard-which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the county treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing, specifically including, but not limited to, the general economic conditions and the anticipated needs of the county and other depositors, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the county and the other depositors." The standard of prudence to be used by investment staff shall be the "prudent person" standard, which provides, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, liquidity needs, as well as the probable income to be derived." This standard shall be applied in the context of managing an overall portfolio.

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds the County Director of Finance shall act with the care, skill, prudence and diligence to meet the aims of the investment objectives listed in order in Section IV., Investment Objectives. Investment staff acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or

market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

B. ETHICS AND CONFLICT OF INTEREST - Treasury staff involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. The investment staff shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. The investment staff shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the treasury.

Pursuant to Government Code Section 27133(d), the County Director of Finance, individual Treasury employees, or any member of the County Treasury Oversight Committee may not accept honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other persons with whom the County Treasury conducts business in an amount exceeding \$50.00.

C. DELEGATION OF AUTHORITY - Authority to manage the investment program is granted to the County Director of Finance by the Kings County Board of Supervisors. The moneys invested will be actively managed by the Director of Finance and his/her staff, who shall carry out established written procedures and internal controls for the operation of the investment program consistent with this Policy. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate staff. (See also Safekeeping and Custody, Internal Controls VI B. below). The authority to execute investment transactions for the portfolio shall be limited to the Assistant Director of Finance - Treasury, the Treasury Manager, and in the absence of the Treasury Manager, the Accounting Specialist-Treasury Operations.

VI. SAFEKEEPING AND CUSTODY

A. DEPOSITORY INSTITUTIONS – As far as possible, all money belonging to, or in the custody of the County Director of Finance shall be deposited for safekeeping in state or national banks selected by the Director of Finance, or may be invested as set forth in Section VII. To be eligible to receive funds, the bank shall have received an overall rating of not less than “satisfactory” in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California’s communities pursuant to Section 2906 of Title 12 of the United States Code.

B. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS - Schedule 1- Statement of Authorized Firms, on page 15, is a list of County Director of Finance approved financial institutions and broker/dealers authorized to provide investment services to the Treasury. Authorized firms can be added or deleted only with the Director of Finance’s approval. Any changes will result in modification to Schedule 1, but will not be considered a revision to this policy. Changes to authorized firms shall be reported to the County Treasury Oversight Committee and Board of Supervisors within two (2) weeks. The authorized parties include

"primary" dealers or divisions of a primary dealers, selected on the basis of creditworthiness, capital adequacy, availability of investment inventory, and experience in trading in authorized investments. Firms utilized for money market mutual funds must either attain the highest ranking or the highest letter and numerical rating provided by not less than two of the three largest nationally recognized statistical-rating organizations (NRSRO) OR have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience (i) investing in the securities and obligations as authorized in G.C. 53601, or (ii) managing money market mutual funds; and have assets under management in excess of five hundred million dollars (\$500,000,000). All financial institutions and broker/dealers who desire to become qualified firms for County Treasury investment transactions must supply the audited financial statements, proof of National Association of Securities Dealers (NASD) certification, proof of State registration, completed broker/dealer questionnaire, and certification of having read the Kings County Investment Policy. An annual review of the financial condition of qualified firms will be conducted by the Assistant Director of Finance - Treasury.

The Treasury shall not do any investment business with any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution, in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to any member of the Board of Supervisors or any candidate for those offices. Firms must provide corporate policy statements regarding compliance with political contributions limitations of Rule G-37.

C. INTERNAL CONTROLS - The County Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the investment portfolio are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Daily, or when next available, the County Director of Finance or designee will

(1) Review and initial all Investment Purchase Orders to verify compliance with the overall Policy, Investment Parameters, and Authorized Institutions.

(2) Review and initial the "Daily Balance Sheet" to insure continuous compliance of portfolio investments (percentage distribution) to the Policy and Investment Parameters.

Weekly, the County Director of Finance or designee will verify that the Portfolio Percentage Report by investment type is balanced to the Daily Balance Sheet.

Monthly, all funds maintained by the County Director of Finance, including cash in treasury, deposits in transit, Kings County Department of Finance's checking account balance, and investment holdings will be audited by the County Department of Finance – Accounting Division.

Quarterly, the County Director of Finance or designee will report compliance of the investment portfolio to the Director of Finance's Statement of Investment Policy. (See Section IX. Reporting Methods on page12)

Annually, the County Treasury Oversight Committee shall hire an external auditor to conduct an independent review to assure compliance of the Director of Finance's investment activities with the Statement of Investment Policy.

D. SAFEKEEPING - All securities purchased either outright or on repurchase agreements shall be held in safekeeping by a third party bank trust department acting as agent for the County under terms of a custody agreement executed by the bank and the Director of Finance. The only exceptions authorized are purchases from Local Agency Investment Fund (LAIF), collateralized time deposits, collateralized bank money market accounts, and investments in money market mutual funds.

E. VOLUNTARY DEPOSITORS - If a local agency determines the agency has excess funds which are not required for immediate use and with the consent of the County Director of Finance, the legislative or governing body may, by resolution or minute order, authorize the deposit of excess funds into the County Treasury for the purpose of investment pursuant to Government Code Section 53635. At no time will the County Treasury accept deposits of personal funds unless by Court order.

The County Director of Finance shall, on a case by case basis, determine the terms and conditions under which a city, public district, or any public or municipal corporations located within Kings County, and not required to deposit their funds in the County Treasury, may voluntarily deposit funds for investment purposes. The County Director of Finance shall evaluate each proposed deposit request prior to approving the deposit into the Treasury. The County Director of Finance must make a finding that the proposed deposit will not adversely affect the interests of the other depositors in the County Investment pool, prior to approving the deposit.

F. WITHDRAWAL OF FUNDS FOR EXTERNAL INVESTMENT -The County Treasury Oversight Committee's approved policy statement on "Treasury Restrictions on Withdrawal for External Investment" establishes the terms and conditions for Treasury depositors withdrawing funds for investment outside the County investment pool. (See Appendix A on page 17 and 18)

Any local agency, public entity, or public official that has funds on deposit in the County Treasury investment pool and that seeks to withdraw funds for the purpose of investing or depositing those funds outside the County Treasury pool, shall submit a resolution or minute order approved by the legislative or governing body requesting the withdrawal of the funds. Funds withdrawn shall become the responsibility of the requesting legislative body, and the Director of Finance will be held harmless from liability.

The County Director of Finance shall evaluate each proposed withdrawal for its consistency with the County Treasury Oversight Committee policy prior to approving the withdrawal. The County Director of Finance must also make a finding that the proposed withdrawal will not adversely affect the interests of the other depositors in the County Treasury pool, prior to approving the withdrawal.

VII. SUITABLE AND AUTHORIZED INVESTMENTS

A. INVESTMENT TYPES - The County treasury may invest money among the following authorized investments and within the limits imposed by Government Code 53601 et seq. or 53635 et seq., or as more further restricted in Schedule 2-Investment Parameters on page 16:

- 1. United States Treasury Bills, Notes, Bonds, and Certificates of Indebtedness**, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- 2. Registered state warrants or treasury notes or bonds of the State of California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the State or by a department, board, agency, or authority of the State.
- 3. Registered treasury notes or bonds of any of the other 49 states** including bonds payable solely out of the revenues from revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
- 4. Bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California**, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- 5. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments**, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- 6. Banker's Acceptances (BA)** otherwise known as Bills of Exchange or Time Drafts, both domestic and foreign, drawn on and accepted by a commercial bank.
- 7. Commercial Paper (CP)** of "prime" quality issued by corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars (\$500,000,000).

- 8. Negotiable Certificates of Deposit** issued by a nationally or state chartered bank or a savings association or federal association, or by a federally- or state-licensed branch of a foreign bank.
- 9. Certificates of Deposit Account Registry Service (CDARS)** placed with a local CDARS member. CDARS are fully insured as to principal and interest that may be accrued by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
- 10. Collateralized Time Deposits** issued by a nationally or state-chartered bank or savings and loan association within the State of California with an overall rating of not less than “satisfactory” in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California’s communities pursuant to Section 2906 of Title 12 of the United States Code.
- 11. Repurchase Agreements or Reverse Repurchase Agreements, or Securites Lending Agreement** purchased in compliance with the Government Code 53601(j). Repurchase agreements must be issued by nationally or state-chartered banks or primary security dealers with whom the County Director of Finance has entered into a Master Repurchase Agreement.
- 12. Medium Term Corporate Notes (MTN)**, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- 13. Shares of Beneficial Interest** issued by diversified management companies (1) that invests in the securities and obligations as authorized by subdivision (a) to (k), inclusive, or subdivisions (m) to (o) inclusive of Government Code 53601, and that comply with the investment restrictions of Article 2 of the Government Code (commencing with Section 53630), or (2) that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. (15 U.S.C. Sec 80a-1, and following.)
- 14. Local Agency Investment Fund (LAIF)** an investment pool created by Government Code 16429.1 in which the State Treasurer invests pooled political subdivision funds.
- 15. Notes, Bonds, or other obligations** secured by a valid first priority security interest in eligible securities listed in Section 53651 having a market value at least equal to that required by Section 53652.
- 16. Shares of beneficial interest issued by joint powers authority** organized pursuant to Government Code Section 6509.7 that invests as authorized in subdivision (1) (2) of Government Code Section 53601.
- 17. Supranational Debt Obligations** United States dollar-denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-

American Development Bank (IADB) only, eligible for purchase and sale within the United States. Authorized by CGC 53601 (q) and this policy.

B. RESTRICTIONS ON AUTHORIZED INVESTMENTS- In accordance with G.C. 53601.6, the County Treasury shall not invest any funds in inverse floaters, range notes, or mortgage derived interest-only strips. Additionally, no funds shall be invested in any security that could result in zero interest accrual if held to maturity. No funds shall be invested in Medium Term Corporate Notes with a make-whole call provision that, at time of purchase, are priced at a premium. No shares of beneficial interest will be purchased where the principal dollars invested are subject to daily net asset value (NAV) adjustments of the fund's portfolio except for the CalTrust. The Treasury shall not invest in financial options and futures contracts directly, but may purchase authorized investments of callable securities with imbedded call provisions. The Treasury will not purchase an authorized investment below the credit quality restriction of Schedule 2 - Investment Parameters, but may elect to hold an instrument to maturity that has been later downgraded by the nationally recognized statistical-rating organization i.e. Moody's, Standard and Poors, or Fitch.

C. COMPETITIVE BIDDING - Bids for investment products shall be taken from a minimum of three authorized institutions. Awards will be made giving consideration to safety, liquidity, a balanced portfolio, and diversification. Exceptions to the above would involve repurchase agreements, securities possessing unique characteristics which would make competitive bidding impractical, or market circumstances in which competitive bidding could be adverse to the best interest of the Director of Finance's investment program.

D. COLLATERALIZATION - In accordance with California Government Code 53652, 53601 (j) full collateralization of public deposits is required for collateralized time deposits, collateralized bank money market accounts, and repurchase agreements. The Director of Finance may waive collateralization for that portion of any deposit that is fully insured by the FDIC per Government Code 53653.

VIII. INVESTMENT PARAMETERS

A. DIVERSIFICATION - The investments will be diversified by security type and institution within the percent restrictions of Government Code 53601, 53601.8, 53635, 53635.2, and 53635.8 or as further defined in Schedule 2, Investment Parameters. Percent restrictions shall be applicable only for the date of purchase. Any future percent deviations due to cash flow demands reducing the total investment portfolio shall not be considered out of compliance. Maximum investment amounts in any issuer name shall be limited as provided in the Investment Parameters on page 16.

B. MAXIMUM MATURITIES - Maturity limitations for each instrument type shall be restricted as provided in Government Code 53601, 53601.8, 53635, and 53635.8 or as further defined in Schedule 2 - Investment Parameters on page 16. No investment shall be made in any security, other than a security underlying a repurchase agreement authorized in this policy, which at the time of investment has a term remaining to maturity in excess of five years, unless a

legislative body has granted express authority to make that investment either specifically or as part of an investment program approved by that legislative body no less than three months prior to the investment.

IX. REPORTING

A. METHODS - The County Director of Finance or designee shall prepare an investment report at least quarterly, including a succinct management summary that provides a clear picture of the status of the investment portfolio. This summary will be prepared in a manner, which will allow the reader to ascertain whether investment activities have conformed to the investment policy.

The report will be provided within 30 days following the end of the quarter covered by the report and submitted to the County Board of Supervisors, County Administrative Officer, Finance Director, other members of the County Treasury Oversight Committee, and pool participants.

The report will include the following:

1. A Statement of Compliance with the Investment Policy.
2. A listing of individual securities and moneys held at the end of the reporting period to include:
 - (a) The type of instrument.
 - (b) The name of the issuer.
 - (c) Purchase date, maturity date, and days to maturity.
 - (d) Issuers rating.(Long term or short term, as appropriate)
 - (e) Par and dollar amount invested in each security.
 - (f) The current market value of securities as of the date of the report and the source of the valuation.
3. A statement estimating the ability of the County Treasury to meet its pool's expenditure requirement for the next six months.
4. A statement of the method of interest accounting used.
5. Portfolio Sector Allocation and Quality Allocation graphs.
6. A Statement of Interest Earnings Report for the Quarter.
7. If applicable, a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, but excluding funds deposited into the Local Agency Investment Fund administered by the State Treasurer.

B. QUARTERLY INTEREST CALCULATION AND APPORTIONMENT - Gross interest for the quarter is the total interest earned on an accrual basis on the Treasury portfolio investments for that quarter. Administrative expenses pursuant to G.C. 27013 are deducted to

arrive at net interest to be apportioned. Administrative expenses consist of audit expenses, direct banking expenses, not otherwise recovered directly from Treasury depositors, safekeeping fees, plus actual quarterly Treasury operational expenses. The net earnings for the quarter are divided by the Treasury's total average daily balance creating an "interest allocation factor" or "daily interest factor" for each average dollar invested. Multiply the "interest allocation factor" by the quarterly average daily balance of each fund to determine the interest earnings for each fund. Interest is apportioned quarterly to all depositors in the Treasury pool. The "interest allocation factor" can be converted into the annualized quarterly interest rate; multiply the factor by the number of days in the year, and divide that answer by the number of days in the quarter.

X. POLICY EXCEPTIONS & REVISIONS

A. EXEMPTION - Any previously legal investments, that settled prior to the effective date and that no longer meet the current guidelines of this Policy, shall be exempted from the new requirements. At maturity or liquidation, such moneys shall be reinvested only as provided by this Policy.

Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance thereof. The proceeds of sales, or funds set aside for the repayment, of any notes or other indebtedness issued shall not be invested for a term that exceeds the term of the notes.

B. AMENDMENTS - This policy shall be reviewed at least on an annual basis. Any changes shall be submitted by the Director of Finance to the County Treasury Oversight Committee for consideration and comments, and the Board of Supervisors for review and approval.

**KINGS COUNTY DIRECTOR OF FINANCE'S
SCHEDULE 1 - STATEMENT OF AUTHORIZED FIRMS**

The Treasury is authorized to conduct investment security transactions with the following investment firms and broker/dealers, designated by the Federal Reserve Bank as primary government dealers or divisions of primary dealers. Security transactions with firms, other than those appearing on this list, are prohibited.

- A. Firms designated by the Federal Reserve Bank as Primary Government Dealers or a division of a Primary Dealer:

UBS Financial Services Inc., an affiliate of UBS Securities LLC
RBC Capital Markets, LLC
Jefferies LLC
Wells Fargo Securities, LLC

- B. Firms designated for the purchase of money market mutual funds pursuant to G.C. 53601 (l) and (p):

BlackRock
Bank of the West
CalTRUST

- C. Firms designated for repurchase agreements with Master Repurchase Agreements on file:

UBS Financial Services Inc., an affiliate of UBS Securities LLC

- D. State of California, Local Agency Investment Fund

- E. Purchases directly from major issuers of commercial paper, bankers acceptances, negotiable certificates of deposit, or collateralized time deposits, meeting the requirements set forth in section 53635, 53601(g), 53601(i), 53601(n), respectively, and 53635.2 of the California Government Code.

To ensure compliance with the County Director of Finance's Investment Policy, firms designated in A and C above are supplied a complete copy of the policy and must certify having read it.

James P. Erb, CPA, Director of Finance

Dated: January 1, 2020

SCHEDULE 2 – INVESTMENT PARAMETERS (Revised 11/18/15)

AUTHORIZED INVESTMENTS	DIVERSIFICATION	PURCHASE RESTRICTIONS	MATURITY	CREDIT QUALITY (NRSRO)
U.S. Treasury notes, bills, bonds or other certificates of indebtedness	95% Max.	None	Max. 5 years	N/A
Notes, participations, or obligations issued by Federal agencies or United States government-sponsored enterprises (GSE)	85% Max.	None	Max. 5 years	N/A
Bonds, notes, warrants or certificates of indebtedness issued by the State of California or local agencies or County of Kings or any other State	20% or \$20mm Max.	None	Max. 5 years unless prior BOS approval	L/T rating A or A2 or better
Bankers Acceptances	40% Max.	Max. \$5mm any one name	Max. 180 days	S/T rating A-1 or P-1 L/T rating (if Outstanding) AA- or Aa3 or better
Commercial paper of corporations organized and operating within the U.S. with total assets exceeding \$500 mm	40% Max.	Max. 10% in any one name, No Extendable CP	Max. 270 days.	S/T rating A-1 or P-1 L/T rating (if Outstanding) AA- or Aa3 or better
State of California Local Agency Investment Fund	Max. Dollars allowed by State Treasurer	Max. Transactions allowed by State Treasurer	Overnight liquidity	N/A
Negotiable CD's issued by National or State chartered banks or a federally- or <i>state</i> - licensed branch of a foreign bank	25% Max. (CDs + CDARS)	G.C. 53638 policy restrictions	Max. 3 years	L/T rating AA- or Aa3 or better
Certificates of Deposit Account Registry Service (CDARS)	25% Max (CDs + CDARS)	G.C. 53601.8 & 53635.8 conditions apply	Max. 3 years	100% FDIC/NCUA insured as to Principal and Interest
Collateralized Time Deposits.	10% Max.	Collateral policy restrictions G.C. 53601(n)	Max. 24 months	
Repurchase Agreements with collateral restricted to U. S. Treasury, Federal Agencies, or United States government-sponsored enterprises (GSE)	10% Max.	Master Repurchase and Tri-Party Custodial Agreements to be on file. 102% haircut	Max. 1 year	
Reverse Repurchase Agreements or Securities Lending on U.S. Treasury & Federal Agency Securities in portfolio	10% Max with approval of the Director of Finance	G.C. 53601(j) Reverse Repurchase and Securities Lending restrictions	Max. 92 days unless guaranteed spread	
Corporate Notes on U.S. Corp or U.S. Subsidiary of a foreign corp.	30% Max.	Max. \$15mm any one name Make - Whole Call Restrictions	Max. 5 years	L/T rating AA- or Aa3 or better
Asset Backed Securities on U.S. Corp.	0% Max.	Not authorized	Not authorized	Not Authorized
Money Market mutual funds that invest in eligible securities meeting Government Code requirements.	20% Max. 10% per fund	Fund 5 years or more old NAV pricing restriction No front or back loads	Overnight liquidity	L/T rating: Highest rating from two NRSRO, i.e. AAA, Aaa, etc. Retain Investment Advisor per G.C. 53601(l) & (p)
Supranationals – Washington dollar denominated IBRD, IFC or IADB	20% Max. 10% per Name	Max. 10% in any one name	Max. 5 years	L/T rating: Highest rating from two NRSRO, i.e. AAA, Aaa, etc.

APPENDIX A

COUNTY TREASURY OVERSIGHT COMMITTEE

Policy Statement and Authorized Practice Approved March 4, 1996

Treasury Restrictions on Withdrawal for External Investment

Authorization: Pursuant to Government Code Section 27130 and Kings County Board of Supervisor's Resolution No. 95-081, dated December 5, 1995, the Kings County Treasury Oversight Committee is authorized to establish criteria on the withdrawal of funds on deposit in the County Treasury investment pool for the purpose of investing or depositing those funds outside the County Treasury pool.

Request for Withdrawal: Any local agency, public entity, or public official that has funds on deposit in the County Treasury investment pool and that seeks to withdraw funds for external deposit or investment, shall first submit a request by resolution or minute order approved by the legislative or governing body for withdrawal of the funds.

Assessment of Withdrawal Impact: The County Director of Finance shall evaluate all requests for withdrawal to determine if the interests of the other Treasury depositors in the County Treasury pool will be adversely affected. If the County Director of Finance determines that the combined number of requests or total dollar amount requested is sufficient to constitute a "run on the treasury", no withdrawal requests shall be processed until the County Treasury Oversight Committee has reviewed the treasury financial position and assists the Director of Finance in establishing an action plan.

Approval or Disapproval: The County Director of Finance shall approve all requests upon the finding that other Treasury depositors will not be adversely affected. If other Treasury depositors are perceived to be adversely impacted, the County Director of Finance may postpone action on any withdrawal request until the County Treasury Oversight Committee has reviewed the situation.

Approved Withdrawal Criteria: Approved withdrawals will be processed dependent on availability of funds, the type of investments required to be liquidated, market conditions, settlement periods, and dollar amounts to be withdrawn. The following are target goals for withdrawals:

- a. If adequate liquidity exists in short term investments and requires minimal liquidation and settlement, withdrawals of amounts up to \$1,000,000.00 shall be processed immediately upon the County Director of Finance's approval.
- b. If the County Treasury liquidity position is such as to require liquidation of more difficult investment(s), the below processing times shall apply based on the withdrawal dollar amounts and market factors.
 - (1). If the withdrawal amount is less than \$1,000,000.00, and favorable market conditions exist, requests shall be processed within three workdays.

(2). If the withdrawal amount is greater than \$1,000,000.00, or unfavorable market conditions exist, requests shall be processed within five workdays.

Disclaimer of Liability: Any and all funds withdrawn from the County Treasury investment pool for the purpose of investing or depositing such funds outside the pool shall become the responsibility of the legislative body requesting the action. The County Director of Finance or County of Kings shall in no manner be held responsible or liable for withdrawn funds or investments purchased with said funds. The request of any legislative body, by resolution or minute order, authorizing the withdrawal of funds for deposit or investment outside the County Treasury investment pool must provide a disclaimer of liability. The Director of Finance shall not honor any such withdrawal request if a disclaimer clause is not provided.

GLOSSARY OF TERMS

AGENCIES OR FEDERAL AGENCIES: Federal sponsored agency securities including discount notes, or interest bearing notes, and bonds. The agencies were created by Congress to reduce the cost of capital for certain borrowing sectors of the economy deemed to be important enough to warrant assistance, such as farmers, homeowners, and students.

ASKED PRICE: The lowest price at which a dealer is willing to sell a security.

BANKERS ACCEPTANCES (BA'S): A time draft or bill of exchange that is accepted payment by banks engaged in financing of international trade. The accepting institution guarantees payment of the bill as well as the issuer.

BID: Price at which someone is willing here and now to purchase a security.

BOOK VALUE: The value at which a security is carried on the inventory list or other financial records of an investor. The Book Value may differ significantly from the security's current value in the market.

BROKER: Person or firm acting as intermediary between buyer and seller.

CALLABLE BOND: A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CERTIFICATES OF DEPOSIT (CD'S): A time deposit with a specific maturity evidenced by a certificate. They are issued in two forms negotiable and collateralized.

Negotiable Certificates of Deposit: May be sold by one holder to another prior to maturity. The issuing bank agrees to pay the amount of the deposit plus interest earned to the BEARER of the certificate at maturity.

Collateralized Time Deposits: These certificates are collateralized and are not money market instruments since they cannot be traded in the secondary market. They are issued on a fixed maturity basis and fixed payee.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SERVICES (CDARS): Certificates of Deposit that are placed by a member bank with commercial banks, savings banks, savings and loan associations, or credit unions, such that the principal and all accrued interest during the term of the certificate are fully insured by either the FDIC OR NCUA.

COLLATERAL: Securities pledged by a bank to secure deposits of public funds, or an asset pledged by a borrower to a lender.

COMMERCIAL PAPER: An unsecured short-term promissory note issued by corporations with maturities ranging from 2 to 270 days.

COUNTY TREASURY OVERSIGHT COMMITTEE: A committee established by Board of Supervisors Resolution No. 95-081, dated December 5, 1995 to allow local agency representatives participation in the policies that guide the investment of depositor funds. The primary responsibilities include: (1) review and monitor the County Director of Finance's investment policy, (2) cause an annual audit to be conducted to determine the county treasury's compliance, and (3) establish criteria for depositor withdrawal of funds for the purpose of investing or depositing outside the county treasury pool.

COUPON RATE: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transaction, buying and selling for his own account.

DEBENTURE: A longer-term debt instrument issued by a corporation that is unsecured by other collateral. Hence, only the good faith and credit standing of the issuer backs the security.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery vs. payment and delivery vs. receipt. Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills

DIVERSIFICATION: A process of investing assets among a range of security types by sector, maturity, and quality rating.

DOLLAR WEIGHTED AVERAGE MATURITY: The sum of the amount of each outstanding investment multiplied by the number of days to maturity, divided by the total amount of outstanding investments.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g. S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

FEDERAL FARM CREDIT BANKS (FFCB): is a nationwide system of lending institutions that provide credit and related services to farmers, ranchers, producers and harvesters of agricultural products, and other farm related businesses.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan association. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC) : is a federally chartered and stockholder-owned corporation. Freddie Mac purchases mortgage loans from qualified financial institutions and resales these loans in the form of guaranteed mortgage securities.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional Federal Reserve Banks, their 24 branches, and all national and state banks that are members of the system.

FLOATER: A derivative that has its coupon determined by using the yield of other securities.

FUTURES: Futures contracts are the units of trading at a commodity exchange. They are legally binding agreements made within the confines of an exchange trading area. All futures contracts call for the purchase or sale of a physical commodity of financial instrument on dates from one month to more than two years in the future.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae) Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institution. Security holder is protected by full faith and credit of the U.S. Government. Ginnie MAE securities are backed by the FHA, VA, or FMHM mortgages. The term "passthroughs" is often used to describe Ginnie Maes.

GOVERNMENT-SPONSORED ENTERPRISES (GSE): General term for several privately owned, publicly chartered agencies created to reduce borrowing costs for certain sectors of the economy such as farmers, homeowners and students. The GSEs that issue debt instruments include: Federal Home Loan Banks, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Farm Credit System, Federal Agricultural Mortgage Corporation, and the Student Loan Marketing Association.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable sales can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): The aggregate of all funds from political subdivisions that are placed in the custody of the California State Treasurer for investment and reinvestment.

MARKET RISK: The risk that the value of a security will rise or decline as a result of changes in market conditions.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establishes each party's rights in the transaction. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, etc.).

NATIONALLY RECOGNIZED STATISTICAL-RATING ORGANIZATION (NRSRO) Independent credit rating agencies which are utilized to analyze and rate the quality of the issuers underlying debt.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.)

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

OPTIONS: The buyer of a call option has the right to buy the underlying security at fixed price. The option seller is obligated to sell the security if the buyer chooses to exercise the option.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealer, banks and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In California the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities approved by the State, the authorized investments. The trustee may invest in a security if it is one, which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REINVESTMENT RISK: The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, this is increasing bank reserves.

REVERSE REPURCHASE AGREEMENT: A dealer of securities buys securities from an investor with an agreement to sell them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" or "investor" money for the period of the agreement, and the terms of the agreement are structured to compensate the dealer for this. Investors use reverse-repos to meet temporary cash shortages without liquidating the investments.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITY: Any investment instrument authorized for purchase under Government Code 53601 or 53635.

SECURITIES AND EXCHANGE COMMISSION (SEC): Agency created by Congress to protect investor in securities transactions by administering securities legislation.

SECURITIES LENDING AGREEMENT: An agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

SUPRANATIONALS: An international organization, or union, whereby member states transcend national boundaries or interests to share in the decision-making and vote on issues pertaining to the wider grouping.

SURPLUS FUNDS: All moneys are not required to meet the banks demands on the treasury to redeem check warrants on any given day are considered "surplus funds" for investments.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY NOTES: A interest bearing security issued by the U.S. Treasury to finance the Federal debt with a maturity range of from zero to ten years.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities between ten to thirty years.

TRI-PARTY CUSTODIAL AGREEMENT: A third party custodian bank agrees to safekeep the repo collateral in a segregated custody account for the client. The custodian bank independently prices the collateral and ensures that the collateral is properly securitized.

UNIFORM NET CAPITAL RULE (SEC RULE 15C3-1): Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one-reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period of the date of purchase to the date of maturity of the bond.

YIELD-TO-CALL (YTC): The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

YIELD CURVE: A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

YIELD-TO-MATURITY: The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Department of Finance – James Erb/Alda Silva

SUBJECT: SALE OF TAX-DEFAULTED PROPERTY AT A PUBLIC INTERNET AUCTION

SUMMARY:

Overview:

In accordance with Chapter 7, Part 6, of Division 1 of the California Revenue and Taxation Code, and with the approval of the Board of Supervisors, the Tax Collector has the authority to sell at public auction tax-defaulted property that is subject to the Tax Collector's power of sale. Properties become subject to the Tax Collector's power of sale if they have been declared tax defaulted for five years or longer. Tax-defaulted properties are subject to the power of sale by the Tax Collector in accordance with California Revenue and Taxation Code Section 3691.

Recommendation:

- a. Approve the "Request to Sell Tax-Defaulted Property Subject to the Power of Sale" at a public internet auction and the "Authorization and Report of Sales," which lists the properties; and
- b. Authorize the Assistant Finance Director to reduce the minimum bid price if no bids are received during the initial auction; and
- c. Approve the re-offer of unsold parcels at the same sale or next scheduled auction within 90 days with notification to parties of interest.

Fiscal Impact:

The minimum bid for auctioned properties is set so that the County recovers the cost of the sale, and can pay the outstanding delinquent taxes levied against the sold properties. The Tax Collector would recover an estimated \$283,600 in taxes, fees, penalties, and interest if all properties were sold at the tax sale for the minimum bids listed in the Authorization report attached.

(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

SALE OF TAX-DEFAULTED PROPERTY AT A PUBLIC INTERNET AUCTION

December 17, 2019

Page 2 of 2

BACKGROUND:

A “Notice of the Power to Sell Tax-Defaulted Property” (Notice) is recorded after a property has entered default for failure to pay property taxes that were initially assessed at least five or more years ago. Although installment payment plans exist to help property owners avoid a Notice, the property owner must request to enter a plan prior to the Notice being recorded. After the Notice is recorded, the property owner can only redeem the property by paying the delinquent taxes and any outstanding costs in full. This final payment can be done any time before the close of business on the last business day prior to the date the property is to be sold at auction. Properties subject to the Tax Collector’s power of sale are listed on the “Authorization and Report of Sales” form, which is attached.

The Tax Collector intends to sell the properties at a public internet auction as allowed under Revenue and Taxation Code 3692.2 for at least the minimum bid price listed in the “Authorization and Report of Sales.” The minimum bid prices are calculated pursuant to Revenue and Taxation Code Section 3698.5 to recover the cost of the sale and delinquent taxes owed on each property. If the purchase price exceeds the redemption amount plus sale costs, the parties of interest are notified of their right to claim the excess proceeds. Parties of interest include the property owners and lienholders of record, which are determined by the County’s contracted title search provider.

Where property has been offered for sale at least once, and no acceptable bids were received at the minimum bid price, Revenue and Taxation Code Section 3698.5(c) allows the Tax Collector, with your Board’s approval, to re-offer the property at the next scheduled sale for a new minimum price. The new minimum price will be one that the Tax Collector deems appropriate in light of the most current assessed valuation of that property or any unique circumstance with respect to the property. The up-coming public internet auction will include one (1) parcel re-offered at a reduced minimum bid. This parcel is notated as a “RE-OFFER” on the attached “Authorization and Report of Sales” form.

Your Board has the authority to either approve or disapprove the proposed sale in its entirety, or delete specific parcels and approve the sale of the remaining parcels. Following approval, however, the Board may not delete, withdraw, or withhold properties from the public auction, nor rescind its approval for sale. The next public internet auction via www.bid4assets.com is tentatively scheduled to begin on March 6, 2020 and end on March 10, 2020.

Your consideration for approval of the request to sell tax-defaulted property is respectfully requested.



**COUNTY OF KINGS
DEPARTMENT OF FINANCE**

JAMES P. ERB, CPA • DIRECTOR OF FINANCE
1400 W. LACEY BLVD • HANFORD, CA 93230

ACCOUNTING DIVISION
(559) 852-2712 • FAX: (559) 587-9935

TAX COLLECTOR • TREASURER DIVISION
TAX: (559) 852-2479 • TREASURER (559) 852-2477
FAX: (559) 582-1236

**REQUEST FOR APPROVAL TO SELL TAX-DEFAULTED PROPERTY
SUBJECT TO THE POWER TO SALE**

To the Honorable Board of Supervisors
Kings County, State of California

December 17, 2019

Your approval to sell at public auction via Internet, for the stated minimum price, the tax-defaulted properties that are subject to the power of sale and described on the attached schedule, in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, is respectfully requested.

Further, in the event any parcel does not sell after the initial offering, I respectfully request approval to re-offer any unsold parcel(s) for sale within 90 days of the original sale date pursuant to Revenue and Taxation Code Section 3692(e) with the option to offer the remaining parcels at a reduced minimum price pursuant to Revenue and Taxation Code Section 3698.5(c).

James P. Erb, Director of Finance

APPROVAL BY THE BOARD OF SUPERVISORS

Pursuant to the above notice and request, approval for said sale is hereby granted. The Director of Finance is directed to sell the properties described in said Notice as provided for by law pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

The foregoing was approved by the Board of Supervisors of Kings County, the 17th day of December, 2019.

ATTEST:

Clerk of the Board of Supervisors

By _____
Deputy

Date: December 17, 2019

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF KINGS REPEALING
CHAPTER 10, ARTICLE 1, SECTION 10-1, SUBSECTION C OF THE CODE OF
ORDINANCES IN ITS ENTIRETY AND ENACTING NEW CHAPTER 10,
ARTICLE 1, SECTION 10-1, SUBSECTION C RELATING TO FIRE
PREVENTION AND PROTECTION**

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

Section 1. That the Code of Ordinances, County of Kings Chapter 10, Article 1, Section 10-1, Subsection C heretofore adopted by Ordinance No. 681 on April 18, 2017, is hereby repealed in its entirety.

Section 2. That the Code of Ordinances, County of Kings, is hereby amended by adding Chapter 10, Article 1, Section 10-1, Subsection C which reads as follows:

C. Adoption of the California Fire Code

In addition to the provisions contained in this chapter, the following is included by reference as if fully set forth and adopted pursuant to Section 13869 of the California Health and Safety Code upon enactment of this ordinance:

i. 2019 California Fire Code, and all its appendices, and those sections of the 2018 International Fire Code as published in the 2019 California Fire Code but not adopted as part of that code as set forth in the California Code of Regulations, title 24, Part 9, one (1) copy of which is on file in the office of the County Fire Chief, to regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the County of Kings, and to provide for the issuance of permit and collection of fees related thereto.

ii. Amendment and addition to the 2019 California Fire Code:

Section 101.1 is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of Kings County, hereinafter referred to as “this code.”

Section 507.5.1.1 is amended to read as follows:

507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within 50 feet (15 240 mm) of the fire department connections.

Exception: The distance shall be permitted to exceed 50 feet (15 240 mm) where approved by the fire code official.

Section 901.6.3.2 is added as follows:

901.6.3.2 System records. All contractors who service, test, install and/or maintain fire protection systems within the county are required to enroll and utilize the approved single-point repository service to file records of all system inspections, tests, and maintenance required by the referenced standards. This repository service shall be maintained and provided to the fire code official through a third party inspection reporting system. Fees, as applicable, will be paid directly from the contractor to the approved single-point repository service vendor.

NFPA 13D Section 5.1.1.2 is amended to read as follows:

5.1.1.2 Spare sprinklers of each type of head used shall be provided.

NFPA 13D Section 5.1.3 is added as follows:

Passive purge sprinkler systems are required to be used.

NFPA 13D Section 7.2.1 is amended to read as follows:

7.2.1 Each sprinkler system shall have a minimum ½ inch (15 mm) drain/test valve with a pressure gauge on the system side of the control valve.

NFPA 13D Section 8.3.4 is amended to read as follows:

8.3.4 Sprinklers shall not be required in unattached garages, open attached porches, carports and similar structures.

NFPD 13D Section 8.3.10 is added as follows:

8.3.10 Sprinklers shall be required in attached garages.

NFPD 13D Section 8.3.5.1.1 is amended to read as follows:

8.3.5.1.1 Where the fuel-fired equipment is above all of the occupied areas of the dwelling unit, sprinkler protection shall be required in the concealed space directly above the fuel-fired equipment.

Section 3. This ordinance shall become effective thirty (30) days after it is passed and adopted.

PASSED AND ADOPTED by the Board of Supervisors of the County of Kings, State of California, on the 17th day of December 2019, by the following vote:

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

Joe Neves, Chairman
Board of Supervisors, County of Kings,

WITNESS my hand and seal of said Board of Supervisors this _____ day of December 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 December 17, 2019

SUBMITTED BY: Fire Department – Clay Smith/Rick Levy
SUBJECT: KINGS COUNTY FIRE PREVENTION AND PROTECTION ORDINANCE
SUMMARY:

Overview:

An Ordinance of the County of Kings Repealing Chapter 10, Article 1, Section 10-1, Subsection C of the Code of Ordinances in its entirety and enacting new Chapter 10, Article 1, Section 10-1, Subsection C relating to fire prevention and protection.

Recommendation:

Waive the second reading, and adopt the proposed changes to Article 1, Chapter 10, Section 10-1, Subsection C of the Fire Prevention and Protection provisions within the Code of Ordinances.

Fiscal Impact:

The changes will not result in any fiscal impact; it clarifies current practices.

BACKGROUND:

The proposed amendment adopts the California Fire Code, 2019 Edition, and the included 2018 International Fire Code into the Kings County Code of Ordinances. The first reading was presented to your Board on November 26, 2019. The County may adopt the California Fire Code and International Fire Code into its local ordinances with omissions, modifications, or amendments as specified within its local ordinance pursuant to Section 13869 of the Health and Safety Code. The proposed amendment to the Kings County Code of Ordinances includes modifications to the 2019 California Fire Code and 2018 International Fire Code as set forth in Section 2(C)(ii) of the proposed ordinance. The proposed amendment also renumbers the County ordinance as appropriate and necessary.

(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

KINGS COUNTY FIRE PREVENTION AND PROTECTION ORDINANCE

December 17, 2019

Page 2 of 2

Adoption of the 2019 California Fire Code and 2018 International Fire Code strengthens the ability of the Fire Department to gain compliance with life safety statutes to protect County citizens and communities, as well as the ability to amend the code as necessary to meet unique local circumstances.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: ACCEPT DONATION FROM KINGS COUNTY SHERIFF'S POSSE

SUMMARY:

Overview:

The Kings County Sheriff's Office is requesting to accept a donation of \$10,000 from the Kings County Sheriff's Posse.

Recommendation:

Accept the donation of \$10,000 from the Kings County Sheriff's Posse.

Fiscal Impact:

The donation of \$10,000 will be deposited into the Sheriff's Donation account, Fund 100800.

BACKGROUND:

The Kings County Sheriff's Posse is a nonprofit organization composed of local community members who represent the Sheriff's Office in parades and community events. The Posse conducts fundraisers every year to raise money for special units of the Kings County Sheriff's Office. The donation of \$10,000 will be used as needed for Sheriff's Office units, such as Mounted Enforcement Unit, Air Support Unit, K-9 Unit, etc.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Sheriff's Office – David Robinson
SUBJECT: PURCHASE A FARO 3D LASER SCANNER
SUMMARY:

Overview:

The Kings County Sheriff's Office requests to purchase a FARO 3D Laser Scanner.

Recommendation:

- a. Authorize the purchase of a FARO 3D Laser Scanner; and
- b. Approve the budget change. (4/5 vote required)

Fiscal Impact:

The cost for the FARO 3D Laser Scanner with suggested optional items is estimated at \$55,122. With added tax and shipping is estimated not to exceed \$60,000. There will be no impact to the General Fund. The cost will be offset by increased revenue into the Sheriff's Operations Other Revenue Account from various sources that were not included in the FY 19/20 budget. If the additional revenue does not cover the cost, the difference will be paid from the Federal Asset Forfeiture fund. This money will be appropriated in Budget Unit 222000, account 94000.

BACKGROUND:

On November 19, 2019, the Sheriff's Office presented a study session regarding the purchase of a FARO 3D Laser Scanner, which included a demonstration of the equipment. The FARO 3D Laser Scanner automatically scans the scene at a rate of 976,000 points per second and will provide much for accurate information with less time and manpower than the current system. The Sheriff's Office is now requesting to purchase the FARO 3D Laser Scanner. Not only would the Kings County Sheriff's Office benefit from having this FARO 3D Laser Scanner, but the citizens of the County would also greatly benefit from the efficiency of this device. Other agencies within the County could also benefit from mutual assist requests.

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.



FARO Technologies Inc
250 Technology Park
Lake Mary FL 32746-7115
Phone No: 833-442-7834
Fax No:
Email: Lon.Connor@faro.com

Remit to:
FARO Technologies, Inc.
P.O. Box 116908
Atlanta, GA 30368-6908

Quotation No: 20319708
Quote Date: 12/11/2019
Expiration Date: 12/27/2019
Regional Manager: Scott Schacht
Account Manager: Daniel Tirapelli
Sales Support: Lon Connor
Ship: Standard/Ground
Payment Terms: Net due in 30 days
with approved credit
Delivery Terms: EXW Origin
Delivery Date: 4-6 Weeks

Bill To :
Kings County Sheriff
PO Box 986
Hanford CA 93232-0986
US

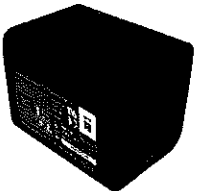

Ship To :
Kings County Sheriff
PO Box 986
Hanford CA 93232-0986
US

Total \$55,121.79
Taxes \$3,006.62

Total USD \$58,128.41

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	LS-8-S-70	3D_HW_LS_FocusS 70 Laser Scanner FocusS 70 ships with: 1x FocusS 70, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, IP rating 54, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x rugged transport case, calibration certificate, 1 year manufacturer guarantee and a quick start guide. Please notice: the lead-time may take up to 10 weeks or more after receipt of written order.	29,279.16	0.00	29,279.16
1	SOFTS0900	3D_SW_SC_Scene FARO SCENE. New license. Includes 1 year of standard maintenance. License container sold seperately.	3,693.50	0.00	3,693.50

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
2	SOFTL0002	Single User Hard Lock	200.00	0.00	400.00
		Open Market Item Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with SCENE, CAM2, FaroZone or As-Built Software products.			
1	ACCSS8001	3D_AC_LS_FocusS Battery Power Block	436.90	0.00	436.90
		Power Block battery for FARO Focus S and M			
					
1	ACCSS8032	3D_AC_LS_Standard Carbon Fiber Tripod	775.78	0.00	775.78
		Super lightweight, highly stable, low-vibration, tailored carbon fiber tripod, For perfect performance and increased durability customized for Focus Scanners.			
1	ACCSS0287	200mm Koppa Target W/ Tripod Mount Kit	2,052.28	0.00	2,052.28
		A complete package of target spheres along with tripods and other accessories, shipped in 2 crates. Spheres are sprayed with #KoppaTuff™ coating. The first crate contains a 6 pack of 200mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 1/4-20 camera tripod mount plates. The second crate contains tripods and accessories that provide most of the standard mounting options for use in the field. Included are 6 camera tripods, 3 small flexible tripods, 3 traffic cone Adapters, and a dozen 2" fender washers.			
		 Image Not Available			

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	SOFT51002	FARO Zone 3D Advanced	4,832.98	0.00	4,832.98
		Advanced version of FARO Zone 3D with the added ability to open SCENE projects and import other point clouds. Includes one (1) year of maintenance.			
1	TR-SCN-POS-O	Laser Scanner Tr. - Upg to OnSite	5,203.00	0.00	5,203.00
		Open Market Item Upgrade your three-day FARO facility Laser Scanner training to a customer site course for up to four (4) people. Customer site training are designed for up to four (4) trainees to endure proper transfer of knowledge and understanding. Price per class. NOTE: This part number is to be sold only with the purchase of new equipment and is meant to replace training at a FARO facility (TR-LS-SCN-POS). Training will expire if not taken within 90-days of receipt of equipment. Additional travel and lodging fees may be required for travel outside the US and Canada.#			
1	SMA0900-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND	1,939.44	0.00	1,939.44
		FARO SCENE. Extends maintenance contract of new license by 3 years.			
1	SWS-FCS-3Y	3D_WA_LS_FocusS Warranty_3Y_STAND	6,508.75	0.00	6,508.75
		3-year Standard warranty extension/renewal includes (3) Calibration and Certification, repair parts, labor, shipping from a FARO Service Center.			

Order Total:	55,121.79
Shipping Total:	0.00
Total in USD:	55,121.79

Additional Information

QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. FARO Approved Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO/IEC 17025:2005 for USB Arms, Bluetooth Gage, Gages, 3D Imager, LLP and Laser Trackers. Our capabilities are listed on our ISO/IEC 17025:2005 Scope of Accreditation and might vary by location. The scope of each location can be accessed from the FARO website.

CALIBRATION STANDARDS

USB Arms and Bluetooth Gage are calibrated in accordance with ASME B89.4.22-2004.

Other Gage Models are calibrated in accordance with ISO 10360-12:2016.

3D Imager are calibrated in accordance with VDI/VDE 2634-2:2012.

Laser Trackers are calibrated in accordance with B89.4.19-2006* as requested by the Customer.

*Part # 960-02589 - System Calibration is an additional calibration process to our Part # ACC-00 - Standard Calibration.

Quantum S/M Arms are calibrated in accordance with ISO 10360-12:2016.

DECISION RULE

For B89 Calibration, FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified."

For ISO 10360-12:2016 Calibration, FARO follows this Standard's recommendation, Introduction Clause, in the application of the decision rule to testing results. This clause states that "the default decision rules given in ISO 14253-1 apply to specifications made in accordance with this part of ISO 10360, unless otherwise indicated." The relevant decision rule in ISO 14253-1:1998 is given in Clause 5.2, "Rule for proving conformance with specifications." FARO also follows this decision rule according to the recommendation of VDI/VDE 2634-2:2012, Annex 4.3.5.

CUSTOMS and EXPORT CONTROL

Deliveries of these goods/products, software, technologies, know-how-transfer to other countries (e.g. embargos) or to other receivers can be subject to authorization or may be prohibited. US-origin goods/products, software, technologies, know-how-transfer or products which include 10/25 % US- origin, are liable to US-Export-Administration Regulations and could be subject to authorization or may be prohibited.

GSA QUOTE

Pricing, terms and conditions per GSA contract GS-07F-197GA.

Expiration of contract 9/28/2022.

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

SCHEDULE 84: TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES
MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/ DISASTER RESPONSE

SPECIAL ITEM NUMBER

426-99 - Introduction of New Services/Products related to Law Enforcement and Security Equipment

426-4N - Criminal Investigative Equipment and Supplies

84-500 - Order-Level Materials (OLMs)

FSC/PSC Codes: 6350, 6630, 8405

On-line access to contract ordering information, terms and conditions, up-to-date pricing,

and the option to create an electronic delivery order are available through GSA

Advantagel®, a menu-driven database system. The INTERNET address for GSA

Advantagel® is: GSAAvantage.gov.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Faro Technologies, Inc
260 Technology Park
Lake Mary, FL 32746
T: 407-333-9911
F: 407-333-4181
Email: steven.barthel@faro.com
www.faro.com

Contract Number: GS-07F-197GA
Period Covered by Contract: September 29, 2017 - September 28, 2022
Contract Administrator: Steven Barthel
Business Size: Other than Small Business

CUSTOMER INFORMATION

Special Item Number (SIN)	Special Item Number Description	Awarded Price Page
426-4N/STLOC	Criminal Investigative Equipment and Supplies	Please refer to pricing on GSA Advantage
426-99/STLOC	Introduction of New Services/ Products related to Law Enforcement and Security Equipment	Please refer to pricing on GSA Advantage
84-500/STLOC	Order-Level Materials (OLMs)	Defined at Order Level

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract:

SIN	Part Number	GSA Price
426-4N/STLOC	SMA51000	59.84
426-99/STLOC	SP-01	8,478.59

1c. If the contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided: Not applicable

2. Maximum Order: SINs 426-4N & 426-99: \$200,000 SIN 84-500: \$100,000

3. Minimum Order: \$500

4. Geographic Coverage: Domestic Delivery Only

5. Points of Production: U.S.A., Germany, Switzerland, Italy, Netherlands

6. Discounts from List Prices or Statement of Net Price: Prices shown herein are net prices.

7. Quantity Discounts: None

8. Prompt Payment Terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign Items: Germany, Switzerland, Italy, Netherlands

11a. Time of Delivery: 30 - 45 Days ARO

11b. Expedited Delivery: Contact Contractor

11c. Overnight and Two-Day Delivery: Contact Contractor

11d. Urgent Requirements: Please note the urgent requirements clause of this contract and contact contractor.

12. F.O.B. Point: Origin - Prepaid by Seller

13a. Ordering Address:

FARO Technologies, Inc.
260 Technology Park
Lake Mary, FL 32746

13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address:

FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368

15. Warranty Provision: The limited warranty covers defects in materials and workmanship in FARO-brand products or other products sold by FARO to the customer. Products sold by FARO include a one year limited warranty under this contract.

16. Export Packing Charges (if applicable): N/A

17. Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase threshold): Government purchase cards are not accepted above the micro-purchase threshold.

18. Terms and Conditions of Rental, Maintenance, and Repair: N/A

19. Terms and Conditions of Installation: N/A

20. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices: N/A

20a. Terms and Conditions for Any Other Services: N/A

21. List of Service and Distribution Points: N/A

22. List of Participating Dealers: N/A

23. Preventative Maintenance: N/A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov.

25. Data Universal Number System (DUNS) Number: 617308929

26. Notification Regarding Registration in System for Award Management (SAM) Database: FARO Technologies, Inc. is registered in the SAM Database.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Administration – Rebecca Campbell/ Domingo Cruz

SUBJECT: JUVENILE PROTOCOL FOR CHILDREN UNDER THE AGE OF TWELVE

SUMMARY:

Overview:

In September of 2018, then Governor Brown signed into law Senate Bill (SB) 439. SB 439 established a minimum age of juvenile court jurisdiction for status and delinquency offenses in California, except in the most serious cases of murder, rape, sodomy, oral copulation, or sexual penetration, by force, violence, or threat of great bodily harm. Counties are to develop a plan or protocol for any child under the age of twelve (12), who are no longer eligible to go through the juvenile justice system.

Recommendation:

Approve the County's juvenile protocol for children under the age of 12 to meet the requirement of Senate Bill 439 implementation.

Fiscal Impact:

No fiscal impact anticipated as this will be an additional procedure for law enforcement agencies and other County Departments when dealing with children under the age of 12.

BACKGROUND:

The intent of SB 439 is to protect children under the age of 12 from the harms and adverse consequences of justice system involvement, and to encourage more effective alternatives to prosecution. It also aligns California with the minimum age recommendations of national and international treaties and bodies, including the United Nations Convention on the Rights of the Child, the American Academy of Pediatrics, the American Bar Association, and the National Academy of Sciences, all of which recognize the developmental vulnerabilities of young children in the context of the justice system.

(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

JUVENILE PROTOCOL FOR CHILDREN UNDER THE AGE OF TWELVE

December 17, 2019

Page 2 of 2

The law specifies that if children under the age of 12 come into contact with law enforcement, law enforcement officials must release those children to the care of their parent, guardian, or caregiver. This means that children under the age of 12 may not be arrested, booked, incarcerated, or brought before a judge (with a few exceptions mentioned above). The Legislature intends for counties to pursue appropriate measures to serve and protect children as needed, avoiding any intervention whenever possible, and using the least restrictive alternatives through available school, health, and community-based services.

Per the SB 439 Implementation Guide, this law affects a small number of children in California, who are accused of generally low-level offenses. When children under the age of 12 are referred to the justice system, the vast majority of the cases are dismissed without further formal processing. In 2017, there were only 637 children under the age of 12 who were referred to County probation departments, and there were only 56 children who had a case petitioned in court. Furthermore, system involvement has not been an effective response to address the underlying causes of the behaviors exhibited by children under the age of 12. For those children in need of services, there is a more efficient and less harmful way to connect them to services outside of processing them through the justice system. The law now requires such an alternative.

The section of the law that sets the minimum age for juvenile court jurisdiction at 12 years old went into effect on January 1, 2019. The section of the law that requires each County to create a least-restrictive response protocol for children under the age of 12 goes into effect on January 1, 2020.

The law specifies that the County shall develop a process for determining the least restrictive response that may be used instead of, or in addition to, the release of the minor to the parent, guardian, or caregiver. Although the County does not have authority over local law enforcement agencies outside of the County Sheriff's Office, the law requires that the County develop the process and framework that will guide local law enforcement agencies in their interactions with children under the age of 12.

The attached protocol being submitted for approval by your Board was created in coordination with the Kings County Office of Education, Human Services Agency, Health, Behavioral Health, Sheriff's Office, Probation, District Attorney's Office, Lemoore Police Chief, Avenal Police Chief, Corcoran Police Chief, and Hanford Police Chief. The purpose of this protocol is to provide guidance to Kings County Law Enforcement agencies in interacting with children under the age of twelve (12), who engage in truant or delinquent behavior, but do not fall within juvenile justice court jurisdiction.

The Protocol has been reviewed by County Counsel.



**COUNTY OF KINGS JUVENILE PROTOCOL FOR CHILDREN
UNDER THE AGE OF TWELVE (WIC § 602.1(b))**

PURPOSE:

The purpose of this protocol is to provide guidance to Kings County Law Enforcement agencies on interacting with children under the age of twelve (12), who engage in truant or delinquent behavior, but do not fall within the juvenile justice court’s jurisdiction.

Juvenile justice court has jurisdiction over:

1. Minors 12 years of age and older; or
2. Minors under the age of 12, who are alleged to have committed: (1) murder; (2) rape by force, violence, duress, menace, or fear; (3) sodomy by force, violence, duress, menace, or fear; (4) oral copulation by force, violence, duress, menace, or fear; or (5) sexual penetration by force, violence, duress, menace, or fear.

GOAL:

The goal of Kings County Law Enforcement agencies shall be to:

1. Minimize unnecessary incarceration of children as offenders by seeking alternatives to custodial confinement; and
2. Comply with the requirements of Welfare and Institutions Code §§ 601, 602 and 602.1 as enacted by Senate Bill 439, which was signed into law on September 30, 2018.

POLICY:

In determining disposition of children as offenders, it should be the policy of Kings County Law Enforcement agencies to balance legal mandates, community safety, and the best interests of the child. The alternative that is least restrictive to the child is preferred.

PROCEDURES:

When contacting a child as an offender, officers shall ascertain the age using department protocols.

If the child is under the age of 12, and is not within juvenile justice court jurisdiction, officers shall release the child to a parent, guardian, or caregiver unless:

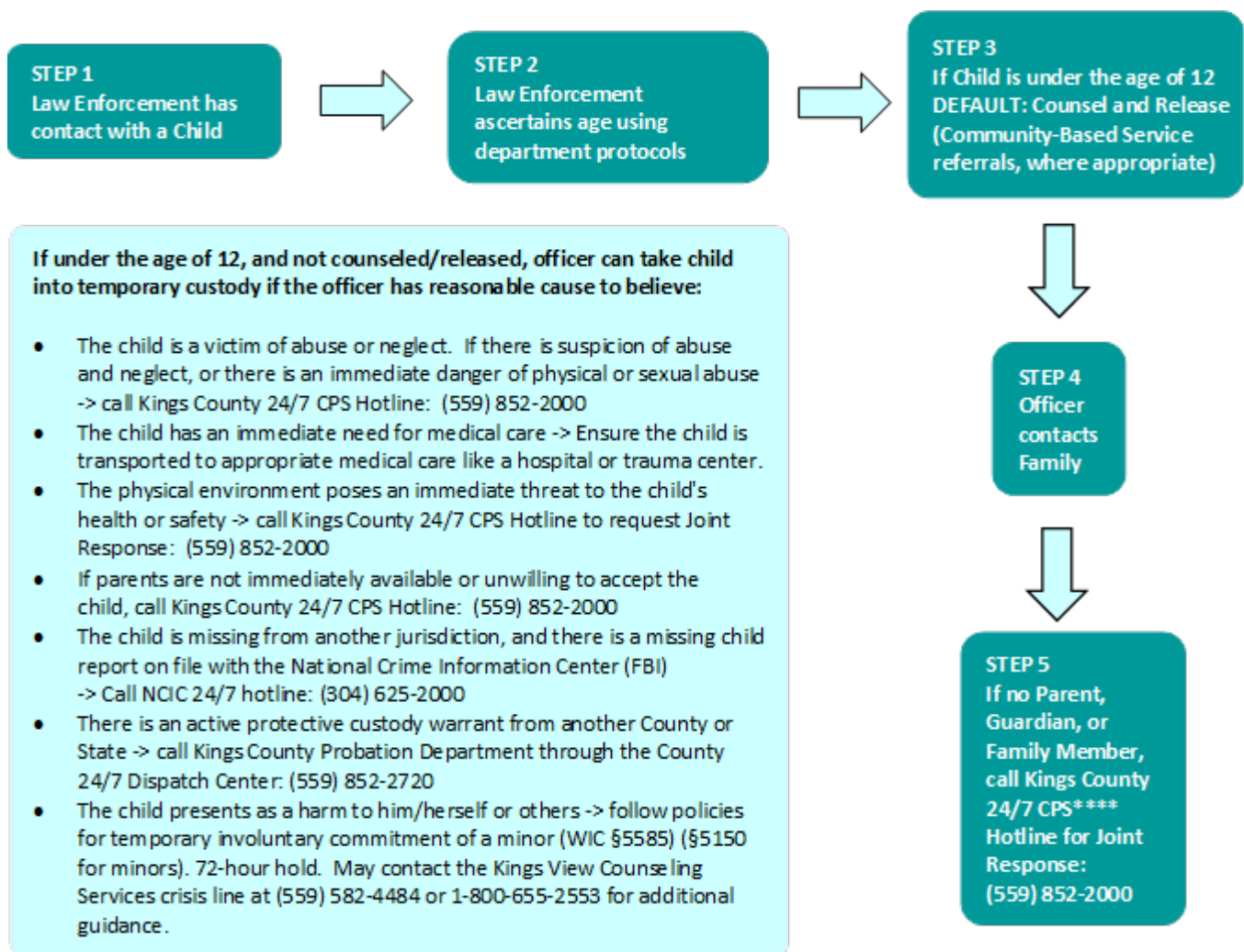
- The child is a victim of abuse or neglect, there is an immediate danger of physical or sexual abuse, the child cannot be safely returned to the parent or guardian, or the physical environment in which the child is found poses an immediate threat to the child's health or safety. The officer should call the Kings County 24/7 Child Protective Services (CPS) Hotline for Joint Response: (559) 852-2000.

- The child has an immediate need of medical care. Ensure the child is transported to appropriate medical care like a hospital or trauma center.
- The child is reported missing from another jurisdiction. The officer should call the National Crime Information Center (FBI) 24/7 Hotline: (304) 625-2000.
- There is an active protective custody warrant for the child from another jurisdiction. The officer should call Kings County Probation Department through the County 24/7 Dispatch Center: (559) 852-2720.
- The child presents a harm to themselves or others. The officer should follow the policies for temporary involuntary commitment of a minor (WIC §5585) (§5150 for minors) on a 72- hour hold. The officer may call the Kings View Counseling Services crisis line at (559) 582-4484 or 1-800-655-2553.
- When parents, guardians, family members, or caregivers are unavailable or unwilling to accept a child under the age of 12, the officer should call the Kings County 24/7 CPS Hotline for Joint Response: (559) 852-2000.
- Unless necessary for officer or public safety, officers should not securely detain or handcuff children under the age of 12.

KINGS COUNTY JUVENILE PROTOCOL FOR CHILDREN UNDER AGE 12**

Guiding Principles for Senate Bill (SB) 439 Implementation:

- End arrest, detention, and prosecution of children under the age of 12, except in murder and forcible rape cases. ***
- Avoid interventions whenever possible, counsel and release to family should be the default in most cases.
- Responses should be the least restrictive alternatives through available school, health, & community-based services.
- While dependency courts have broad discretion to take jurisdiction over a child, best practices research advises that dependency system intervention should also be sparing, and a last resort.



**This document serves as a protocol to implement SB 439, (amending WIC §601, §602, and §602.1) as mandated by WIC §602.1(c).

***if the child is under the age of 12, and accused of murder, forcible rape, forcible sodomy, forcible sexual penetration or forcible oral copulation, law enforcement may take a child into custody pursuant to WIC §625.

****CPS: Child Protective Services



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 17, 2019

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: AGREEMENT TO RETAIN FEDERAL LEGISLATIVE ADVOCATE

Overview:

Kings County has contracted for Legislative Advocacy at the federal level for the past eleven years. To continue this relationship, a new two-year contract is proposed with the current consultant, Paragon Government Relations, Inc. (PGR), through December 31, 2021.

Recommendation:

Authorize the County Administrative Officer to sign a two-year Agreement through December 31, 2021 to retain Paragon Government Relations, Inc. to perform federal legislative advocacy services for Kings County.

Fiscal Impact:

The cost of the Agreement is for an amount not to exceed \$180,876 (\$7,425 monthly) for the one-year contract period, January 1, 2020 through December 31, 2020, and (\$7,648 monthly) for the second contract period, January 1, 2021 through December 31, 2021. This is an increase in cost of three percent per year over the prior Agreement. The contract cost is reflected in the Fiscal Year 2019-2020 Adopted Budget for the CAO's Office.

BACKGROUND:

Kings County first contracted with PGR (previously known as Waterman & Associates) beginning on January 1, 2007. The firm provides professional federal advocacy on behalf of Kings County, which includes representation of the County's interests before Congress and federal agencies. It should be noted that PGR specializes in representing county interests and has done so for over three decades. Paragon has worked effectively with Kings County over the years to establish legislative and regulatory priorities, assist with strategic planning, and advocate to advance and protect the County's interests at the federal level.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AGREEMENT TO RETAIN FEDERAL LEGISLATIVE ADVOCATE

December 17, 2019

Page 2 of 2

As the County's eyes and ears in the nation's capital, the firm keeps a close watch on congressional and regulatory activities. They work closely with the CAO's office on how best to respond to such federal activity, as well as how to navigate complex policy and political debates. When appropriate, Paragon will draft official correspondence on behalf of the Board. In addition, PGR provides the County with a number of written federal updates, including a weekly legislative outlook when Congress is in session, as well as a quarterly report detailing recent legislative and regulatory activities. Paragon also provides frequent and targeted information to the Board, including a detailed analysis of legislative proposals and regulations that may impact the County.

Since 2007, the partnership with Paragon has resulted in a number of benefits for the local community. For example, prior to the congressional ban on earmarks, PGR delivered roughly \$600,000 for the State Route 198 highway project, \$300,000 for the County's Interoperable Emergency Communications System, as well as \$300,000 for the County's Computer-Aided Dispatch/Records Management System. PGR was also instrumental in assisting Kings County with securing a \$500,000 COPS grant to hire four new school-based law enforcement officers.

In addition, Paragon has worked with key members of Congress to protect and enhance a number of programs that provide federal assistance to the County, including local law enforcement programs (SCAAP; Byrne/JAG; COPS), transportation programs (discretionary highway funding), housing grants (CDBG), and a number of other essential county programs (CalFresh/SNAP; USDA Rural Development funding; rural broadband grants; foster care; etc). The firm has also worked with the Appropriations Committee to ensure that no additional federal funding would be allocated to the California High-Speed Rail Project. Furthermore, Paragon has been proactive in requesting that no HSR funds be included in any future infrastructure proposal or transportation reauthorization measure.

It should be noted that many of the funding opportunities available through the State would not be available if the programs were not first adequately funded at the federal level. This is particularly true in the context of the current political environment in which Congress has banned the practice of earmarks. While congressionally-directed funding could return, the importance of ensuring that local government programs are protected takes on a new level of importance. Paragon has been a leader in this regard.

While PGR has helped secure federal funding for the County, they also have a number of political and policy achievements that cannot necessarily be quantified or measured in dollars. For example, Paragon worked with key members of Congress on the 2018 Farm Bill reauthorization law, which legalized the industrial cultivation of hemp and allows farmers to grow and sell the crop as an agricultural commodity. Since the Farm Bill's enactment, the USDA has been working to finalize rules and guidelines that will govern states' regulatory authority over hemp production.

In terms of policy achievements, Paragon was successful in securing a change to federal law authorizing California to take advantage of a new environmental reciprocity pilot program – created by the latest surface transportation law (*FAST Act*) – that would allow Caltrans to assume federal environmental responsibilities for Federal-aid highway projects. Caltrans has previously shied away from participation in the program due to a lengthy Statute of Limitations (SOL) requirement. However, the modification spearheaded by PGR modifies

Agenda Item

AGREEMENT TO RETAIN FEDERAL LEGISLATIVE ADVOCATE

December 17, 2019

Page 3 of 2

the SOL to bring it in line with the judicial review requirements for other federal highway projects. This change could substantially streamline the environmental review process for highway projects, ultimately saving time and money on local projects in Kings County.

With regard to water, PGR has worked closely with the County's congressional delegation, as well as the administration, on efforts aimed at increasing water deliveries to the Central Valley. In particular, the firm successfully lobbied for the passage of provisions in the *Water Infrastructure Investments for the Nation (WIIN) Act* that provided state and federal agencies with the necessary operational flexibility to maximize water supplies. Paragon has also lobbied for the inclusion of a spending rider directing the Bureau of Reclamation to complete feasibility studies on four CALFED storage projects, including the Temperance Flat project. Finally, PGR sought statutory language that would have expanded the authorized service area of the Central Valley Project to include the Kettleman City Community Services District (KCCSD) and that would have provided for the delivery of up to 900 acre feet of water to KCCSD. A legislative solution was ultimately not required, as the parties were able to come to an agreement. However, the threat of legislation likely helped expedite the discussions.

Finally, Paragon Government Relations has helped schedule and coordinate meetings for County officials with key members of Congress, committee staff, and federal agency officials. Among other things, the firm drafts issue briefs and other pertinent documentation that help advance the County's priorities. Following these meetings, the Paragon team conducts the necessary follow-up with congressional staff and agency officials.

While there may be other associations and groups that advocate on similar issues, Paragon has a direct line of communication to the County's congressional delegation, as well as the expertise and knowledge, to know how to respond on behalf of the Board. In addition, the team at PGR has an outstanding relationship with the County's congressional representatives – including Congressman TJ Cox and his staff – as well as the California delegation at large.

In conclusion, the County's presence at the federal level since 2007 has been significantly enhanced by its partnership with PGR. As a result, staff recommends continuing the current relationship for an additional two years through December 31, 2021. It should be noted that PGR agreed to a contract cost reduction in a total annual amount of \$10,008 in 2019 in recognition of the longstanding partnership with the County and taking into consideration the County's desire to control costs. Staff proposes that your Board approve the new agreement with PGR through December 31, 2021.

County Counsel has reviewed the Agreement.

Purchasing has approved a sole source request for this contract.

AGREEMENT FOR SERVICES
Between Kings County, California and Paragon Government Relations
January 1, 2020 – December 31, 2021

I. PARTIES

This Agreement is made and entered into by and between the County of Kings, hereinafter referred to as “Kings County” or “the County,” and Paragon Government Relations, hereinafter referred to as “PGR.” The provisions of this Agreement shall be binding upon the parties and their assigns and successors in interest and shall inure to the benefit of such assigns or successors in interest.

II. NATURE OF AGREEMENT

The purpose of this Agreement is retention of professional federal advocacy and related services on behalf of Kings County. The services involve the representation of the County’s interests before the Congress of the United States, agencies of the federal government, and such other federal entities as directed by Kings County.

In consideration of mutual promises herein contained, Kings County engages PGR to perform the following specific services:

- Work with Kings County to develop and implement a legislative and/or regulatory strategy for advocacy on a select number of issues that are of significant interest to Kings County. These issues are to be identified and prioritized by the County in consultation with PGR. Included in the provision of advocacy services on the selected issues is regular monitoring and reporting on advocacy issues identified by the County.
- Cultivate ongoing relationships with appropriate members and staff of the California congressional delegation, as well as establish a presence with other relevant congressional committee staff.
- Actively participate in appropriate coalitions and working groups in Washington, D.C. on behalf of Kings County.
- Prepare quarterly activity reports, as well as periodic summaries and status reports on the County’s federal legislative priorities.
- Participate in meetings on Capitol Hill with members of the Kings County Board of Supervisors and other representatives of the County.
- Provide appropriate administrative support to representatives of Kings County for business conducted in Washington, D.C. (i.e., schedule appointments; develop background material on the designated issues, assist in preparing briefing materials for meetings, etc.).

III. DURATION OF THE AGREEMENT

This Agreement shall commence on January 1, 2020, and continue through December 31, 2021. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

IV. CONSIDERATION

As consideration for the services to be provided by PGR, Kings County shall pay PGR a monthly fee as follows:

\$7,425 monthly during the period of January 1, 2020 through December 31, 2020; and
\$7,648 monthly during the period of January 1, 2021 through December 31, 2021.

Direct expenses incurred by PGR on behalf of Kings County will be reimbursed by receipts, including travel approved by the County, as well as incidental costs such as taxicabs, etc.

V. GENERAL PROVISIONS

Joe Krahn will serve as the primary contact and advocate for Kings County with other professionals in the firm assisting the County under the direct supervision of Joe Krahn.

It is agreed that PGR shall be an independent contractor and shall ensure that all taxes, workers' compensation premiums and insurance and other employment-related reports and payments are paid and/or submitted in accordance with the applicable federal, state or local laws of jurisdiction for PGR. As an independent contractor, PGR shall not be considered an agent or employee of Kings County for any purposes.

In the event that any of the services requested by Kings County are identified by PGR as a potential conflict of interest, PGR shall inform the County of the potential conflict. If a potential conflict is identified by the County, the County Administrative Officer shall inform PGR of the potential conflict. In case of a disagreement, Kings County shall be the final judge of the existence of a conflict for the purposes of this Agreement. In the event that a conflict is identified, the County and PGR shall negotiate a resolution to the conflict. The third party with whom the conflict exists may be a party to the negotiation for the resolution of the conflict.

The parties agree that this service package and fees are set forth, designed for, and limited to Kings County. This service package and the fees set forth do not include services rendered on behalf of any entity or affiliate group other than the County.

Each party agrees to comply with all applicable state and federal laws and requirements applicable to the services covered by this Agreement.

When the law establishes a professional standard of care for PGR's services, to the fullest extent permitted by law, PGR 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 PGR is responsible for such damages, liabilities, and costs on a comparative basis of fault between PGR and the County in the performance of services under this Agreement. PGR shall not be obligated to defend or indemnify the County for the County's own negligence or for the negligence of third parties.

Other than in the performance of professional services and to the full extent permitted by law, PGR 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 PGR or by any individual or entity for which PGR is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of PGR.

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

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.

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

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. The County and its officers, employees and agents shall be endorsed to the 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 shall 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 PGR's wrongful acts, errors, and omissions.

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.

Each of the above required policies shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The 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 PGR to furnish insurance during the term of this Agreement.

Any notice required or permitted to be given under this agreement or pursuant to law shall be considered received when personally delivered or sent, provided such notice is sent by United States mail, postage prepaid, addressed to the parties as designated below or as otherwise noticed by the parties:

PGR: President
Paragon Government Relations
220 Eye St., N.E., Suite 240
Washington, D.C. 20002

Kings County: County Administrative Officer
Kings County, California
1400 W. Lacey Blvd.
Hanford, CA 93230

The County and PGR 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, indirectly, or otherwise, to a third party.

This Agreement contains the entire agreement and understanding between the parties with reference to federal advocacy services for Kings County and supersedes any prior or contemporaneous written or oral agreements between them respecting said services.

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

This Agreement may be amended only by a writing duly signed by the County Administrative Officer of Kings County and the President and Vice President of PGR.

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.

The parties agree to construe this Agreement according to the laws of the State of California. Any legal action to enforce this Agreement shall be brought in Kings County, California.

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

COUNTY OF KINGS

PARAGON GOVERNMENT RELATIONS

Rebecca Campbell
County Administrative Officer
Kings County, California

Joe Krahn
President
Paragon Government Relations

Date: _____

Date: _____

Tom Joseph
Vice President
Paragon Government Relations

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 December 17, 2019

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: APPOINTMENT TO THE KINGS COUNTY CHILDREN & FAMILIES
FIRST COMMISSION

SUMMARY:

Overview:

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

Recommendation:

Appoint one member to the Kings County Children & Families First Commission. Pursuant to Board policy, the Administrative Office makes no recommendations on advisory board appointments.

Fiscal Impact:

None.

Advisory Board Statement:

The Committee Coordinator recommends the appointment as outlined today.

BACKGROUND:

The complete membership of the Kings County Children & Families First Commission consists of five (5) members: One member of the Board of Supervisors as appointed by the Board, the Director of the Kings County Human Services Agency, or his or her designee, the Kings County Health Officer, or his or her designee, the Director of the Kings County Behavioral Health Services, or his or her designee,

(Cont'd)

BOARD ACTION :

APPROVED AS PRESENTED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

APPOINTMENT TO THE KINGS COUNTY CHILDREN & FAMILIES FIRST COMMISSION

December 17, 2019

Page 2 of 2

and the one remaining member shall be appointed by the Board of Supervisors from any of the following categories: recipients of project services included in the county strategic plan; educators specializing in early childhood development; representatives of local child care resources or referral agency or a local child care coordinating group; representatives of a local organization for prevention or early intervention for families at risk; representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; representatives of local school districts; and representatives of local medical, pediatric, or obstetric associations or societies.

The purpose of this commission is to work with the First 5 California Children and Families Commission in the implementation of the “California Children and Families First Act of 1998”, which was enacted by the California electorate as Proposition 10, and to develop and adopt an adequate and complete county strategic plan for the support and improvement of early childhood development within Kings County.

Applicant: Todd Barlow – representative of local school districts