

Board Members

Doug Verboon, District 3, Chairman
Craig Pedersen, District 4, Vice Chairman
Joe Neves, District 1
Richard Valle, District 2
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, April 28, 2020
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>

COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The County of Kings hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Supervisors by teleconference going forward, and will close its Board Chambers to the public generally, except as described below, until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, the County of Kings will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers. Members of the public who choose to attend the meeting virtually, using certain digital or landline phones, may listen to the audio broadcast of the meeting, but will not be able to comment during the meeting. Only those members of the public who cannot participate virtually, due to a need for a special accommodation (vision, hearing, etc.), may attend the meeting in the Board Chambers where efforts will be made to allow adequate social distancing and to ensure that exposed surfaces are sanitized. No more than 10 individuals will be allowed in the Board Chambers at a time. To secure the accommodation consistent with the American's with Disabilities Act and to attend in person, interested parties will need to contact the Clerk of the Board of Supervisors as directed below no later than 8:30 a.m. the morning of the meeting.

Members of the public who wish to participate in the meeting virtually can do so one of three ways: Via the worldwide web; by telephone; or by postal or electronic mail. Members of the public, who participate via their computers or through the WebEx app, may provide public comment at the meeting by using the "Raise Your Hand" function. Public comment will be limited to two (2) minutes during the "Unscheduled Appearances" section of the meeting. Public comment will not be available via phone. All others who wish to submit comments may only do so as outlined below.

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- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0003**, then enter the **access code of 285 275 567#**.
- For members of the public who wish to participate, but are unable to do so virtually, you may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to either Catherine.Venturella@co.kings.ca.us or Melanie.Curtis@co.kings.ca.us. To submit such comments by U.S. Mail, please forward them to:

Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230



- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Brian Kleinhammer
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. Two (2) minutes are allowed for each item.
- III. APPROVAL OF MINUTES**
A. Report out of Closed Session on April 21, 2020.
B. Approval of the minutes from the April 21, 2020 regular meeting.
- IV. CONSENT CALENDAR**
A. Community Development Agency:
Consider adopting a Resolution authorizing the submission of a grant application for \$3,400,000 in funding for Public Facilities and Improvements, Homeownership Assistance and Housing rehabilitation, and authorizing the Community Development Director or designee to act on behalf of the County in all matters pertaining to the application and signing the grant agreement upon a successful award.
B. Administration:
Consider adopting a Resolution authorizing the Risk Manager, who is the County’s Primary California State Association of Counties Excess Insurance Authority Board member, to execute the amendment to the Joint Powers Agreement of the CSAC Excess Insurance Authority.
- V. REGULAR AGENDA ITEMS**
A. Human Services Agency – Sanja Bugay
1. Consider:
a. Approving an Emergency Housing Agreement with Jagdish Patel, owner of Holiday Lodge to provide shelter options from April 29, 2020 to June 30, 2020; and
b. Approving the budget change. **(4/5 vote required)**
2. Consider:
a. Approving an Emergency Security Agreement with Josh Gaither, Director of Royalty 92 Inc., dba Central Valley Signal 88 Security, to provide security services at established non congregated shelter from April 28, 2020 to June 30, 2020; and
b. Approving the budget change. **(4/5 vote required)**
- B. Public Works Department – Kevin McAlister/Dominic Tyburski**
1. Consider:
a. Approving the underground encroachment option contingent upon mutual acceptance of a franchise agreement between County and Westlands Transmission, LLC; and
b. Approving the underground encroachment option contingent upon mutual acceptance of a franchise agreement between County and Aquamarine Westside, LLC; and
c. Withholding final approval until the Board approves the franchise agreements.
- C. Sheriff’s Office – David Robinson/Dave Putnam**
Administration – Rebecca Campbell/Domingo Cruz
Consider approving an Agreement with the California Forensic Medical Group, Inc. for the Jail Bed Competency Treatment Program effective July 1, 2020 to June 30, 2022.



D. Human Resources – Henie Ring

Consider approving the face covering policy for Novel Coronavirus (COVID-19).

E. Administration – Rebecca Campbell

1. a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
- b. Receive an update on the Shelter in Place order and take action as necessary.
2. Receive an update on the County Budget and take action as deemed necessary.

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

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
 Negotiators: Rebecca Campbell, Roger Bradley, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Detentions Deputy Association
 - Prosecutor’s Association
 - Management
 - General - CLOCEA
 - Supervisors – CLOCEA
 - Blue Collar – SEUI
 - Firefighter’s Association
 - Deputy Sheriff’s Association
 - Probation Officer’s Association

VIII. ADJOURNMENT

The next regularly scheduled meeting is scheduled for May 12, 2020, at 9:00 a.m. **The regular meeting of May 5, 2020 has been cancelled.**

IX. 10:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING

FUTURE MEETINGS AND EVENTS

April 29	8:30 AM	Housing Authority of Kings County Special Meeting
May 5	9:00 AM	Regular Meeting cancelled
May 12	9:00 AM	Regular Meeting
May 19	9:00 AM	Regular Meeting
May 26	9:00 AM	Regular Meeting Observance of Memorial Day – May 25, 2020
June 2	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.

Board Members

Doug Verboon, District 3, Chairman
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Joe Neves, District 1
Richard Valle, District 2
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, April 21, 2020
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>

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Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230



- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Michael Frantz
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

- 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. Two (2) minutes are allowed for each item.
Rebecca Campbell, CAO, read an email from Shamra Durham, owner of the Itchy Pooch Mobile Pet Grooming asking the Board to consider allowing pet groomers to reopen as essential services in Kings County.

- III. **APPROVAL OF MINUTES**
Approval of the minutes from the April 14, 2020 regular meeting.
ACTION: APPROVED AS PRESENTED (JN, CP, JN, RV, DV-Aye)

- IV. **CONSENT CALENDAR**
- A. **County Counsel:**
Consider adopting a Resolution authorizing the Lemoore Union Elementary School District to issue and sell bonds directly pursuant to Section 15140(b) of the Education Code. **[Reso 20-026]**
 - B. **Department of Public Health:**
 - 1. Consider:
 - a. Approving an Amended Immunization Grant Agreement with the California Department of Public Health, Immunization Branch for the Fiscal Years 2019-2022, and authorizing the Director of Public Health to sign any subsequent documents related to this immunization grant with the California Department of Public, Immunization Branch; and
 - b. Approving the budget change. (4/5 vote required) **[Agmt 18-015.1]**
 - 2. Consider approving the Agreement with the Department of Health Care Services for the Family Planning, Access, Care, and Treatment Program and authorizing the Director of Public Health to sign the Agreement and any subsequent documents related to the Program.
 - C. **Probation Department:**
Consider approving the Probation Department’s Electronic Monitoring System Program and the rules and regulations governing the program.
 - D. **Sheriff’s Office:**
Consider Approving the maintenance Agreement for seven Live Scan machines with IDEMA MorphoTrust USA, and authorizing the Purchasing Manager to sign the Agreements.
 - E. **Administration:**
Consider approving the Fiscal Year 2020-2021 Health Insurance renewal rate with a 7.6 percent increase.
- ACTION: APPROVED CONSENT CALENDAR AS PRESENTED (CP, RV, JN, RF, DV-Aye)**

- V. **REGULAR AGENDA ITEMS**
- A. **Administration – Rebecca Campbell**
Chemical Waste Management – Bob Henry
Consider accepting the quarterly report from Chemical Waste Management
ACTION: ACCEPT THE REPORT (CP, RF, JN, RV, DV-Aye)



B. District Attorney's Office – Keith Fagundes/Phil Esbenshade

Consider adopting a Resolution designating the week of April 19-25, 2020 as Kings County Crime Victims' Rights Week. [Reso 20-027]

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

C. Sheriff's Office – David Robinson

1. Consider authorizing the advanced step hire of Joshua Chavez as a Deputy Sheriff II at Salary Range 211.0, Step 5.

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

2. Consider accepting the donation of a refrigerated trailer from the Hub Group.

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

D. Administration – Rebecca Campbell

1. Consider adopting a Resolution proclaiming May 3-9, 2020 as Public Service Recognition Week. [Reso 20-028]

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

2. a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

b. Consider authorizing the Chairman to sign an advocacy letter regarding the next phase of Federal Novel Coronavirus 2019 response and recovery funding.

ACTION: DIRECT THE COMMUNITY DEVELOPMENT AGENCY TO WITHDRAW THE COUNTY'S APPLICATION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS THAT WAS APPROVED AT THE APRIL 14, 2020 BOARD MEETING, AND SUBMIT INSTEAD A CDBG GRANT APPLICATION SPECIFICALLY DESIGNATED FOR KINGS COUNTY UNDER THE FEDERAL CARES ACT FOR THE MAXIMUM AMOUNT ALLOWED (ESTIMATED AT \$145,000), AND THAT THE BOARD COMMIT TO: USING \$100,000 OF THAT AMOUNT FOR THE PURCHASE OF N95 MASKS, IF AVAILABLE, OR KN95 MASKS, IF N95 MASKS ARE UNAVAILABLE; ALLOCATING THE REMAINDER OF ANY SUCH CDBG FUNDS PURSUANT TO PUBLIC HEARINGS, IF REQUIRED; AND DISTRIBUTING THE MASKS TO COUNTY EMPLOYEES WITH PRIORITY DISTRIBUTION TO PUBLIC SAFETY EMPLOYEES, IF ALLOWED BY THE GRANT GUIDELINES. (RV, CP, JN, RF, DV – AYE)

ACTION: THE BOARD CONSIDERED AUTHORIZING THE CHAIRMAN TO SIGN A LETTER TO U.S. REPRESENTATIVE T.J. COX REGARDING THE NEXT PHASE OF FEDERAL LEGISLATION FUNDING CORONAVIRUS RELIEF AND RESPONSE. SUPERVISOR VALLE SUGGESTED THAT THE DRAFT LETTER PRESENTED IN THE AGENDA MATERIALS BE MODIFIED TO ALSO STATE THE COUNTY'S DISSATISFACTION WITH HOW MUCH OF THE FUNDING IN THE LAST RELIEF BILL THAT WAS INTENDED TO ASSIST SMALL BUSINESSES WAS MISDIRECTED TO LARGE ENTERPRISES, AND THAT THE NEXT LEGISLATION SHOULD ENSURE THAT FUNDING FOR SMALL BUSINESSES IS DIRECTED TO THEM. THE BOARD REACHED UNANIMOUS CONSENSUS AUTHORIZING THE CHAIRMAN TO SIGN SUCH A LETTER ON BEHALF OF THE BOARD.

VI. BOARD MEMBERS ANNOUNCEMENTS OR REPORTS

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Supervisor Pedersen stated that he participated in the San Joaquin Valley Air Pollution Control District meeting on April 16, 2020.



Supervisor Valle asked for clarification on the meeting that has been discussed that will take place this afternoon at 3:30 p.m. Supervisor Verboon and Rebecca Campbell stated that this is a staff meeting to discuss requests from businesses to be allowed to reopen and to put together protocol and recommendations to bring to the Board of Supervisors on a future agenda. He asked staff for a specific date on when the CrisCom Company lobby agreement would be placed on the agenda.

Supervisor Fagundes stated that he has taken calls from local businesses asking for information on when they can reopen and he stated that he has advised them that the County wants to have guidelines in place to help everyone to stay safe moving forward.

Supervisor Neves stated that he participated in the South Fork Kings TAG meeting on April 15, 2020, participated in the CalViva meeting on April 16, 2020 and the CalVans meeting on April 16, 2020.

Supervisor Verboon stated that he worked with staff to get the Board to sign a letter to Governor Newsom on water allocations as written by the Tulare Lake Basin Water Storage District.

- ◆ Board Correspondence: Rebecca Campbell stated that the Board received a letter from the Wildlife Conservation Board on Great Valley and Modoc Plateau Vernal pool conservation planning KC project; State Board of Equalization 2019 salary and benefits survey report; Family Healthcare Network letter regarding mass layoff at multiple sites; Goodwill Industries reduction in workforce resulting in layoffs; San Joaquin Valley College letter regarding mass layoff at multiple sites; Westlands Water District statement on letter from US Senator Dianne Feinstein announcing the 2020 Scholarship application period for College-Bound Seniors; MBK Engineers South Sutter Water District petition for change involving water transfer and Gilsizer Slough LLC petition for change involving water transfer.
- ◆ Upcoming Events: Rebecca Campbell stated that National Crime Victims Rights Week – Quilt unveiling on their Facebook page (KC DA victim Witness Program) on April 21, 2020.
- ◆ Information on Future Agenda Items: Rebecca Campbell stated that the following items would be on a future agenda: Admin – Covid-19 update, Face Mask Policy; HSA – Project Room Key Emergency Housing Agreement and Covid-19 Security agreement with Signal 88 Security; Public Works – Encroachment of the public right of way and the Sheriff's Office– JBCT Wellpath agreement. She stated that staff is working towards bringing the lobbyist agreement on April 28, 2020.

VII.

CLOSED SESSION

- ◆ **Personnel Matter: [Govt. Code Section 54957(b)(1)]**
Public Employee Discipline/Dismissal/Release
Multiple Cases
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Rebecca Campbell, Roger Bradley, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Detentions Deputy Association
 - Prosecutor's Association
 - Management
 - General - CLOCEA
 - Supervisors – CLOCEA
 - Blue Collar – SEUI
 - Firefighter's Association
 - Deputy Sheriff's Association
 - Probation Officer's Association



REPORT OUT: LEE BURDICK, COUNTY COUNSEL STATED THAT SHE DID NOT ANTICIPATE ANY REPORTABLE ACTION BEING TAKEN IN CLOSED SESSION TODAY.

VIII. ADJOURNMENT

The next regularly scheduled meeting is scheduled for April 28, 2020, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

April 28	9:00 AM	Regular Meeting
May 5	9:00 AM	Regular Meeting cancelled
May 12	9:00 AM	Regular Meeting
May 19	9:00 AM	Regular Meeting

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 28, 2020

SUBMITTED BY: Community Development Agency – Greg Gatzka/Alex Hernandez

SUBJECT: 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

SUMMARY:

Overview:

The Community Development Agency is proposing to apply for grant funding under the 2019-2020 Community Development Block Grant (CDBG) Notice of Funding Availability (NOFA) for Public Facilities & Improvements, Homeownership Assistance and Housing Rehabilitation.

Recommendation:

Adopt a Resolution authorizing the submission of the grant application for \$3,400,000 in funding for Public Facilities and Improvements, Homeownership Assistance and Housing rehabilitation, and authorizing the Community Development Director or designee to act on behalf of the County in all matters pertaining to the application and signing the grant agreement upon a successful award.

Fiscal Impact:

County planning staff will prepare the Application, and under the existing grant administration agreement with the County, Self-Help Enterprises (SHE) will administer the housing portion of the grant utilizing grant funds. The only potential Impact to the general fund would be lost interest during the 90 day reimbursement-waiting period of expended funds. The application break down will be:

Public Facilities & Improvements – Fire Engine Kettleman City	\$1,750,000
Homeownership Assistance and Housing Rehabilitation (\$1,000,000 Grant + up to \$750,000 Program Income)	\$1,750,000
Public Facilities & Improvements – Curb, gutter, sidewalk Kettleman City	\$650,000

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION

April 28, 2020

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BACKGROUND:

The State of California Department of Housing and Community Development administers a federal program known as the State CDBG Program. The State Department of Housing and Community Development (HCD) have released the NOFA on January 21, 2020. HCD is anticipating the availability of \$60 Million for the program year 2019-2020 CDBG in funds allocated to the State from Housing and Urban Development (HUD). HCD will accept two types of applications; for housing programs, a competitive application will be used. All other projects will use the Over-the-Counter application, which has to meet the following criteria:

- Site control
- All funding/financing committed
- Procurement of engineer/architect completed
- Preliminary Plans complete with cost budget and schedule
- All Federal, State, and Local permits obtained
- Environmental Review completed

The grant application is due to the State on June 1, 2020. Awards are expected to be announced 90 days after the application due date.

2019-2020 NOFA competitive applications that pass threshold and eligibility requirements will be scored on two components:

- A. Need Score** – need scores are set scores for different activity types that are based on public data sets that indicate the severity of community need for a specific activity.
- B. Activity Readiness** – activity readiness is an indicator of applicant preparedness for activity implementation. Applicants are strongly encouraged to complete as much preparation as possible prior to application submittal to shorten the time between award and expenditure. Each application will receive two reviews. Scores will be totaled for each reviewer and summed for the activity along with the need score. Applications will be ranked based on highest score.

The Board held a public hearing on March 10, 2020 to solicit public input for projects that could benefit from the CDBG funds. Upon receiving public input, the Board directed Staff to pursue Homeownership Assistance and return to the board at a later meeting to allow the board some time to consider other possible projects.

On March 24, 2020, the Board discussed additional projects and directed staff to proceed with an application for \$3,400,000. On April 14, 2020, the Board directed staff to add an additional \$100,000 for Covid-19 medical supplies to the application, bringing the total to \$3,500,000. On April 21, 2020, the Board directed staff to remove the \$100,000 for Covid-19 medical supplies from the application in order to pursue CDBG CARES Act funds. On April 17, 2020 HCD held a webinar stating that HUD has designated a CDBG CARES Act Stimulus for the impact of the COVID-19 pandemic. This avenue will allow Kings County to apply for an allocated amount not to exceed \$145,720. This NOFA is expected to be released early May.

Therefore, Staff recommends that your Board adopt the attached Resolution, which:

Agenda Item

2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION

April 28, 2020

Page 3 of 3

1. Authorizes the submission of the grant application not to exceed \$3,400,000 as outlined above along with Program Income not to exceed \$750,000; and
2. Authorizes the Community Development Director or the Deputy Director-Planning to act on behalf of the County in all matters pertaining to the application and signing the grant agreement upon a successful award.

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

* * * * *

IN THE MATTER TO AUTHORIZE
SUBMITTAL OF AN APPLICATION
FOR FUNDING AND THE EXECUTION
OF A GRANT AGREEMENT, AND
AMENDMENTS THERETO, FROM THE
COMMUNITY DEVELOPMENT ALLOCA-
TION OF THE STATE CDBG PROGRAM _____/

RESOLUTION NO. _____
Re: 2019-2020 CDBG APPLICATION

WHEREAS, Kings County, a political subdivision of the State of California, has received notification from the California Department of Housing and Community Development (HCD) of the eligibility of the County to apply for and receive funding under the 2019-2020 Community Development Block Grant (CDBG) Allocations; and

WHEREAS, the County has determined that state and federal citizen participation requirements were met during the development of this application; and

WHEREAS, the Board of Supervisors has reviewed and hereby approves an application to obtain from HCD an allocation of CDBG funds not to exceed \$4,150,000 for the following activities:

Public Facilities & Improvements – Fire Engine Kettleman City	\$1,750,000
Homeownership Assistance and Housing Rehabilitation	\$1,750,000
Public Facilities & Improvements – Curb, gutter, sidewalk Kettleman City	\$650,000

WHEREAS, the Board of Supervisors hereby approves the use of Program Income in an amount not to exceed \$750,000 for CDBG activities described above; and

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Board of Supervisors authorizes the submittal of an application to HCD to participate in the CDBG Program which will request a funding allocation of \$3,500,000 for Homeownership Assistance within the unincorporated communities of Kings County, Public Facilities & Improvements for the purchase of a Fire Engine for the unincorporated community of Kettleman City, curb, gutter, and sidewalks for the Kettleman City area, and Public Services for the purchasing of COVID-19 Medical Supplies.

2. That the Board of Supervisors hereby authorizes and directs the Community Development Agency Director or the Deputy Director - Planning to:

- a. Execute in the name of Kings County, this application and act on the County's behalf in all matters pertaining to this application; and
- b. Enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant; and

- c. Execute loan documents, funds requests, environmental reviews, and other required reporting forms necessary to participate in the CDBG Program.

The foregoing Resolution was approved on a motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting of the Kings County Board of Supervisors held on the 28th day of April, 2020, by the following roll call vote:

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

Doug Verboon, Chairman
Kings County Board of Supervisors

IN WITNESS WHEREOF, I have set my hand this 28th day of April, 2020.

Clerk of Said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 28, 2020

SUBMITTED BY: Administration – Rebecca Campbell/Sande Huddleston

SUBJECT: AMENDMENT OF CALIFORNIA ASSOCIATION OF COUNTIES EXCESS INSURANCE AUTHORITY JOINT POWERS AGREEMENT

SUMMARY:

Overview:

California State Association of Counties (CSAC) Excess Insurance Authority (EIA) is proposing to change its name to Public Risk Innovation, Solutions, and Management (otherwise known as PRISM).

Recommendation:

Adopt a Resolution amending the California State Association of Counties Excess Insurance Authority Joint Powers Agreement and authorize the Risk Manager to sign the amendment.

Fiscal Impact:

There is no fiscal impact to the County.

BACKGROUND:

The CSAC EIA was formed by and for California counties in 1979 by the CSAC. Today, a total of 55 out of the 58 counties in California participate in one or more of the EIA programs. In 2001, the EIA expanded its offerings to other California public agencies. At this point, over 70 percent of the cities in California participate in one or more of the EIA programs. In addition, a variety of special districts, school districts, and JPA's also participate in EIA Programs. The EIA is recognized as the largest public entity property and casualty pool in the United States.

After 40 years of existence, the EIA is proposing to change its name to Public Risk Innovation, Solutions, and Management (otherwise known as PRISM). The consideration of a name change came at the request of CSAC

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AMENDMENT OF CALIFORNIA ASSOCIATION OF COUNTIES EXCESS INSURANCE AUTHORITY JOINT POWERS AGREEMENT

April 28, 2020

Page 2 of 2

due to the on-going confusion over the fact that CSAC EIA and CSAC are two completely separate entities. There is additional confusion in the CSAC EIA name as it relates to our current identity. The EIA offers multiple primary and excess programs and is no longer singularly focused on “excess” programs. The EIA is not an insurance company and does not provide “insurance” from a technical standpoint.

The subject of a name change was discussed with the EIA’s Executive Committee and various Committee Chairs at a strategic planning retreat in November 2019. Thereafter, the Executive Committee approved moving forward with a name change and staff and a sub-committee of Executive Committee members were tasked with coming up with a new name. Some points that were at the forefront of the discussions regarding the new name include: (1) removing confusion by eliminating “CSAC,” “Excess,” and “Insurance” from the name; and (2) taking California out of the name since the organization is poised to expand its programs and services to public agencies across the nation. The new name – Public Risk Innovations, Solutions, and Management (PRISM) will support the organization’s current and future identity as one of the largest, most successful member-directed risk sharing pools in the nation.

The main purpose of the proposed JPA Amendment is to substitute the new name for the old one throughout the document. One other notable change is that the provision that county members must maintain their membership in CSAC is being removed. This will help the organization create a unique identity apart from CSAC. The removal of this requirement does not affect the governance of the EIA in any way. The EIA’s relationship with CSAC is very good and its desire is to continue to foster a very strong and collaborative relationship with CSAC going forward. CSAC is aware of this proposed change and has not expressed any concern over it.

Since the JPA Agreement was being amended to address the name change and removal of the CSAC membership requirement, the EIA has also made some other amendments to the Agreement to “clean up” the document to coincide with current practices and the future vision of the organization.

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

RESOLUTION NO.

**IN THE MATTER OF AN AMENDMENT TO CSAC EXCESS INSURANCE
AUTHORITY JOINT POWERS AUTHORITY AGREEMENT**

WHEREAS, COUNTY OF KINGS is a voting member of CSAC Excess Insurance Authority (CSAC EIA) Insurance Programs and CSAC EIA has proposed amendments to the Joint Powers Authority Agreement; and

WHEREAS, the majority of the proposed changes to the Agreement are to reflect the organization's change of its name from CSAC Excess Insurance Authority to Public Risk Innovation, Solutions, and Management, otherwise known as PRISM; and

WHEREAS, another change eliminates the provision that if a member County terminates its membership in CSAC, then it shall be considered to have withdrawn as a party to the JPA Agreement and its membership in CSAC EIA cancelled; and

WHEREAS, additional changes to the Agreement have been made to conform to the current business operations and to clean up the document;

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Board of Supervisors approves the amendments to the Joint Powers Agreement.
2. The Board of Supervisors authorizes the County's primary and/or alternate Board Member to execute the amended Joint Powers Agreement.

The foregoing resolution was adopted on motion by Supervisor _____, and seconded by Supervisor _____, at a regular meeting of this Board of Supervisors held on _____, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Sande Huddleston, Risk Manager
County of Kings, State of California



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 28, 2020

SUBMITTED BY: Human Services Agency – Sanja Bugay

SUBJECT: PROJECT ROOM KEY: PREVENTING THE SPREAD OF NOVEL CORONAVIRUS DISEASE 2019 EMERGENCY HOUSING AGREEMENT WITH JAGDISH PATEL, OWNER OF HOLIDAY LODGE

SUMMARY:

Overview:

Project Room Key is a program put in place across the State of California to allow for homeless population to shelter in place, and comply with the Governor's executive order that was released on March 19, 2020. The Human Services Agency (HSA) is requesting approval to contract with Jagdish Patel, owner of Holiday Lodge, to provide motel rooms as non-congregate shelter options for the sick and medically vulnerable due to the Novel Coronavirus Disease 2019 (COVID-19) Epidemic Public Health Emergency.

Recommendation:

- a. Approve an Emergency Housing Agreement with Jagdish Patel, owner of Holiday Lodge to provide shelter options from April 29, 2020 to June 30, 2020; and
- b. Approve the budget change. (4/5 vote required)

Fiscal Impact:

No increase to net County Cost associated with this recommended agreement. The cost of the agreement is \$269,325, which will be a claimed expense to the Federal Emergency Management Agency (FEMA) or reimbursement program. FEMA will reimburse the County for 75% of all eligible expenditures. County will offset the 25% match with California Department of Social Services (CDSS) Project Room Key Funds.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PROJECT ROOM KEY: PREVENTING THE SPREAD OF NOVEL CORONAVIRUS DISEASE 2019 EMERGENCY HOUSING AGREEMENT WITH JAGDISH PATEL, OWNER OF HOLIDAY LODGE

April 28, 2020

Page 2 of 3

This purchase will be applied to HSA's Administrative 510000 Budget Unit (Account 92132 Professional & Special Services- COVID19). HSA is requesting approval to transfer \$269,325 from Budget Unit 510000, Account 91000 Regular Employees to Budget Unit 510000, Account 92132 Professional & Special Services - COVID19.

BACKGROUND:

The State of California is acting quickly to protect public health and safety to respond to COVID-19, and is mobilizing every level of government to prepare for and respond to spread of the virus. This emergency housing agreement has been created pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020; the County of Kings Proclamation of Emergency dated March 17, 2020; the County of Kings Declaration of Local Health Emergency; Executive Orders N-25-20, N-33-20, and guidance issued by the California Department of Public Health in response to COVID-19. This is also directly related to the emergency, which is necessary for the preservation of public health and safety.

The County of Kings has a demonstrated need for hotel or motel rooms to immediately provide non-congregate shelter options for the sick and medically vulnerable. Individuals lacking stable housing are more likely to use hospital emergency rooms. In some places, individuals experiencing homelessness made up 20% to 30% of all adult hospital emergency room visits. Patients experiencing homelessness are admitted to inpatient units five (5) times more often, and have average lengths of stay that are longer than people who have stable housing. Protecting individuals experiencing homelessness will relieve pressure on the hospital system by separating high-risk individuals who are homeless from COVID-19 positive or persons under investigation (PUI), in order to protect public health and safety for the duration of this Public Health Emergency.

On March 18, 2020, the Governor announced a significant investment to support this urgent need. This includes:

- \$100 million directly to local governments and Continuums of Care for shelter support and emergency housing to address COVID-19 among the homeless population, administered by the Business, Consumer Services and Housing Agency; and
- \$50 million available to establish occupancy agreements to secure rooms in hotels, motels, and other facilities including trailers, which is administered by the California Department of Social Services (CDSS).

The goal of this effort is to provide non-congregate shelter options for people experiencing homelessness, to protect human life, and minimize strain on health care system capacity. The majority of Project Room Key expenditures are federally reimbursable under the Federal Emergency Management Agency (FEMA), for both hotel/motel room occupancy agreements and operating services, at 75 percent federal share of cost.

Based upon the latest public health guidance, it is recommended that persons known to be COVID-19 positive or known to have been exposed to COVID-19 but not requiring hospitalization, and those with high-risk factors such as age over 65, chronic health conditions, and respiratory issues, be separated from other people.

Agenda Item

PROJECT ROOM KEY: PREVENTING THE SPREAD OF NOVEL CORONAVIRUS DISEASE 2019 EMERGENCY HOUSING AGREEMENT WITH JAGDISH PATEL, OWNER OF HOLIDAY LODGE

April 28, 2020

Page 3 of 3

Individual living arrangements, such as private rooms at hotels and motels, are recommended for these populations. Congregate care is not recommended at this time.

The CDSS has encouraged counties to use all available local, state, and federal funding to secure hotel/motel rooms, and to provide the onsite supportive services needed to support these properties as emergency housing for immediate protection. Occupancy agreements with property owners allow the owners to continue to operate the property, while allowing the County to focus its resources on the provision of site supervision, security, laundry, sanitation, and other services, as applicable and necessary to successfully achieve the goals of these efforts. HSA will begin providing non-congregate shelter for persons noted above with an occupancy agreement with Jagdish Patel, owner of Holiday Lodge, located at 8749 E. Lacey Boulevard, Hanford, CA 93230.

Local efforts have been closely coordinated with applicable local partners, including the Kings County Department of Public Health, the Kings/Tulare Homeless Alliance (homeless Continuum of Care), Kings County Behavioral Health, and nonprofit community organizations with experience servicing this population.

HSA and other organizations involved will follow the State's guidance for homeless assistance providers that was published on March 18, 2020 by the Business and Consumer Services and Housing (BCSH) Agency. This and other resources provide guidance, and identify how to prevent disease spread among clients and staff in shelters, provides considerations for sheltering individuals who are at risk of infection, including in hotel/motels, and outlines available funding resources.

The agreement was provided by CDSS to help counties establish occupancy agreements with local property owners to secure emergency housing to keep people experiencing homelessness safe from COVID-19. The agreement includes legal agreements, which reflect FEMA requirements.

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

KINGS COUNTY
OFFICE OF THE AUDITOR-CONTROLLER
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only
Date _____
J/E No. _____
Page of _____

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
General Fund	Human Services Agency	Reg Employee	001	510000	91000	269,325
TOTAL						269,325

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
General Fund	Human Services Agency	Prof&Spec Service-COVID 19	001	510000	92132	269,325
TOTAL						269,325

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)



Dept. of Finance Approval _____ Department Head _____

Administration Approval _____ Board Approval _____

BOS meeting date: _____

COUNTY OF KINGS

EMERGENCY OCCUPANCY AGREEMENT

OCCUPANCY AGREEMENT COVERING PREMISES
LOCATED AT:

Holiday Lodge
8749 E. Lacey Blvd.
Hanford, CA 93230

OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.:
EEN# 770351979

TENANT:
County of KINGS

Contract No: _____

Preamble

THIS OCCUPANCY AGREEMENT, made and entered into this 28 day of April 2020 by and between

Jagdish Patel

hereinafter called the Owner, without distinction as to number or gender, and the County of Kings, acting by and through the Board of Supervisors, hereinafter called the County. **This occupancy agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020, the County of Kings Proclamation of Emergency dated March 17, 2020, the County of Kings Declaration of Local Health Emergency, Executive Orders N-25-20, and N-33-20, the Kings County Health Officer's Order dated April 16, 2020, and guidance issued by the California Department of Public Health in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.**

WITNESSETH

Description

1. The Owner hereby authorizes the County and the County hereby hires from the Owner those certain premises "AS IS" with appurtenances situated in the City of Hanford, County of Kings, State of California, and more particularly described as follows:

The Holiday Lodge (up to 45 Rooms) located at, 8749 E. Lacey Blvd., Hanford, CA 93230 as outlined in red on the attached Exhibit "A" aerial site plan, consisting of one (1) page, dated April 6, 2020, said Exhibit "A", hereby being incorporated into this occupancy agreement, and including all parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities. The County shall occupy a fluctuating number of rooms, up to forty-five (45), and pay for rooms based on the actual daily occupancy. The County shall have exclusive access to and use of the occupied premises set forth in this occupancy agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions.

County shall utilize rooms provided under this contract to house the following individuals: (1) Individuals who test positive for COVID-19 that do

not require hospitalization, but need isolation or quarantine (including those exiting from hospitals); (2) Individuals who have been exposed to COVID-19 (as documented by a state or local public health official, or medical health professional) that do not require hospitalization, but need isolation or quarantine; and (3) Individuals who are asymptomatic, but are at "high-risk," such as people over 65 or who have certain underlying health conditions (respiratory, compromised immunities, chronic disease), and who require Emergency NCS as a social distancing measure. The County shall have discretion, exercised on a case-by-case basis, to allow these individuals to occupy the provided rooms with their pets.

Term 2. The term of this occupancy agreement shall commence on April 29, 2020, and shall continue month to month, with such rights of termination as may be hereinafter expressly set forth.

Early Termination 3. The County may terminate this occupancy agreement at any time by giving written notice to the Owner at least thirty (30) days prior to the date when such termination shall become effective. If the County fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination. Any such payments for additional rent shall be limited to the actual number of rooms occupied by the County following the effective date of termination.

Rent 4. Rental payments shall be paid by the County, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

THE DAILY ROOM RATE SHALL BE NINETY-FIVE AND 00/100 DOLLARS (\$95.00) DURING THE TERM OF THIS OCCUPANCY AGREEMENT.

Owner shall provide a monthly invoice to the County at the address below based on each room occupied, multiplied by the number of days actually occupied in that month, and then multiplied by the daily room rate. Rental shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing.

Invoices to County shall be sent to: Esam Abed
1400 W. Lacey Blvd., Bldg., 8
Hanford, CA 93230

Notices 5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

If to County

Esam Abed
1400 W. Lacey Blvd., Bldg., 8
Hanford, CA 93230

Phone No.: 559-852-4247
Email: Esam.Abed@co.kings.ca.us

If to Owner

Jagdish Patel
8749 E. Lacey Blvd.
Hanford, CA 93230

Phone No.: 559-707-4181
Hotel Phone No.: 559-582-1006

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
COUNTY AND PREMISES ADDRESS

Rental warrants shall be made payable to: Jagdish Patel

and mailed to: 8749 E. Lacey Blvd.
Hanford, CA 93230

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

6. Other than those required for hotel staff parking, all parking spaces, upon commencement and during the term of the occupancy agreement, shall be unobstructed and completely accessible for County's use.

**Services,
Utilities, and
Supplies**

7. Owner, at Owner's sole cost and expense, shall furnish normal and standard hotel operation functions including but not limited to the following services, utilities, and supplies to the area occupied by the County, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for County's operations.
- D. Pool, pool area, and pool equipment, if any.
- E. Standard Linen/terry and laundry services.
- F. Standard hotel housekeeping/janitorial services not less than every 3 days.

All housekeeping/janitorial services, as well as linen/terry and laundry services shall be provided in accordance with any applicable, current health and safety protocols established by public health officials.

In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the County may furnish the same at its own cost; and, in addition to any other remedy the County may have, may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become due hereunder.

**Repair and
Maintenance**

8. During the term of this occupancy agreement, the Owner shall maintain the occupied premises in good repair and tenantable condition.

**Independent
Contractor**

9. The parties mutually understand and agree that this occupancy 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. County shall have no right to control or supervise or direct the manner or method by which Owner shall perform its work and function; provided, Owner shall satisfy and comply with its obligations as set forth herein.

Assignment

10. The County shall have the ability to assign this occupancy agreement. Furthermore, County shall have the ability to permit and allow members of the public to occupy the premises as part of the County's response to the COVID-19 outbreak.

Quiet Possession

11. The Owner agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this occupancy agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.

Destruction

12. If the occupied premises are totally destroyed by fire or other casualty, this occupancy agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the occupied premises unusable for the purpose intended, Owner shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Owner shall forthwith give notice to County of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, County, in either such event, at its option may terminate this occupancy agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

In the event of any such destruction other than total, where the County has not terminated the occupancy agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Owner shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Owner's notice in connection with partial destruction aggregating more than ten percent (10%), the County shall have the option to terminate this occupancy agreement or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

It is understood and agreed that the County or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the County's request, the Owner shall immediately identify an appropriate route through the building to access the County occupied space. If the Owner cannot identify an appropriate access route, it is agreed that the County may use any and all means of access at its discretion in order to enter its occupied space.

Subrogation Waived

13. To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the herein occupied premises, Owner hereby waives the subrogation rights of the insurer, and releases the County from liability for any loss or damage covered by said insurance.

Prevailing Wage Provision

14. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

- A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

**Fair
Employment
Practices**

15. During the performance of this occupancy agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, gender identity, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex, sexual orientation, or gender identity. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding County to implement such article.

Holding Over

16. In the event the County remains in possession of the premises after the expiration of the occupancy agreement term, or any extension or renewal thereof, this occupancy agreement shall be automatically extended on a month to month basis, subject to a thirty day (30) days termination by the County and otherwise on the terms and conditions herein specified, so far as applicable. If the County fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination. Any such payments for additional rent shall be limited to the actual number of rooms occupied by the County following the effective date of termination.

**Surrender of
Possession**

17. Upon termination or expiration of this occupancy agreement, the County will peacefully surrender to the Owner the occupied premises in as good order and in substantially the same condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which County has no control or for which Owner is responsible pursuant to this occupancy agreement.

**Time of
Essence,
Binding upon
Successors**

18. Time is of the essence of this occupancy agreement, and the terms and provisions of this occupancy agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

**No Oral
Agreements**

19. It is mutually understood and agreed that no alterations or variations of the terms of this occupancy agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Insurance

20. Without limiting County's right to obtain indemnification from Owner or any third parties, prior to commencement of work, Owner 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 Owner'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 Owner fails to keep in effect at all times insurance coverage as herein provided, Owner may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

A. 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.

B. 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.

C. 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.

D. Property. If and as required by the County Risk Manager.

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.

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 Owner to furnish insurance during the term of this Agreement.

Hazardous Substance

21. County agrees that it will comply with all applicable laws existing during the term of this occupancy agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the County or the County incurs any liability during or after the term of the occupancy agreement in connection with contamination which pre-existed the County's obligations and occupancy under this occupancy agreement or which were not caused by the County, Owner shall hold harmless, indemnify, and defend the County in connection therewith and shall be solely responsible as between County and Owner for all efforts and expenses thereto.

Restoration of Premises

22. Upon termination of this Occupancy agreement, Owner agrees that the equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the premises. County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. County shall clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises.

Upon vacating the premises, County and Owner together shall conduct a walkthrough of the premises to determine if there is any damage attributable to the County that must be repaired.

County agrees to repair or pay for such damage except to the extent that any such damages suffered by Owner are the result of Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County's constitutional and statutory public responsibilities, including California Government Code §8655. County shall reimburse Owner for the actual costs of the repairs on submission of appropriate documentation, including receipts.

Access 23. Owner shall allow County or its agents to enter the premises as of 7:00 A.M. on April 29, 2020, to stage and prepare the property for occupants, or other parties, or for any other purpose County deems necessary.

Indemnification 24. Owner agrees to indemnify and hold harmless the County in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which County may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Owner, its employees, or any person or persons acting under the direct control and authority of the Owner or its employees, in connection with the County's occupancy of said premises under and during the term of this agreement except to the extent that any such damages or expenses suffered by County are the result of County's sole negligence.

County shall not be liable to Owner, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the premises unknown to the County, its officers, agents or employees.

Taxes 25. Owner is solely responsible for all tax liabilities, including property taxes.

Exclusive Use 26. Owner shall not rent or allow occupancy of any vacant rooms or facilities in the hotel during the term of the County's occupancy of the premises.

Occupancy of Premises 27. Owner and County understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the premises. Owner and County also understand that they have not entered into any agreements with the occupants of the hotel rooms related to the use of the premises. The occupants of the hotel rooms are not persons who hire any dwelling unit from Owner or County within the meaning of California Civil Code section 1940.

Remedies 28. In the event of a breach by the Owner of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. Each party hereto agrees that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

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.

Choice of Law 29. 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.

Owner 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.

- Severability** 30. 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.
- No Third-Party Beneficiaries** 31. County and Owner 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.
- Entire Agreement of the Parties** 32. This Agreement, including its Preamble 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 Owner other than those contained herein.
- Contributions of Both Parties** 33. 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.
- Imaged Agreement** 34. 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.

FEDERAL PROVISIONS

- Clean Air Act** 35. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
36. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
37. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- Federal Water Pollution Control Act** 38. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
39. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
40. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Debarment
and
Suspension
Clause**

41. This Occupancy Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

42. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

43. This certification is a material representation of fact relied upon by the County. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

44. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Byrd Anti-
Lobbying
Amendment,
31 U.S.C. §
1352 (as
amended)**

45. Owners who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Owner] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the

Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

OWNER

By 

Date 4-23-20

**Procurement
of Recovered
Materials**

46. In the performance of this Occupancy Agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

47. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

48. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Access to
Records**

49. The following access to records requirements apply to this Occupancy Agreement:

- i. The Owner agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this Occupancy Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Department of
Homeland
Security Seal,
Logo, Flags**

50. The Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

51. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

52. The Federal Government is not a party to this Occupancy Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

53. The Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Occupancy Agreement.

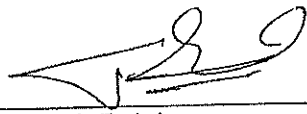
Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.

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

COUNTY
COUNTY OF KINGS

OWNER
JAGDISH PATEL

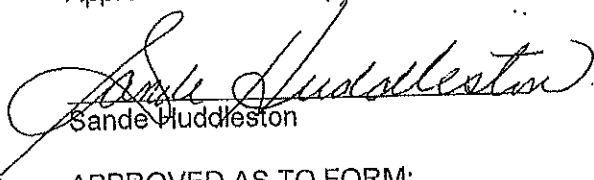
By: _____
Doug Verboon, Chairman

By: 
Jagdish Patel

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:


Sande Huddleston

APPROVED AS TO FORM:
Lee Burdick, County Counsel

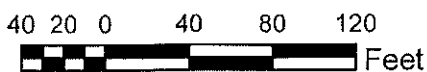
By: 

Exhibits/Attachments:
Exhibit A: Site Map

EXHIBIT A
Site Location Map For
8749 East Lacey Boulevard
Hanford, CA 93230



Map Prepared By:
 County of Kings
 April 9, 2020
 Kings County Community Development Agency
 1400 W. Lacey Boulevard, Hanford CA 93230 (559) 852-2670



LEGEND



Site Area

Circulation

- Minor Road
- Minor Arterial
- Interstate
- Highway
- Collector
- Arterial



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 28, 2020

SUBMITTED BY: Human Services Agency – Sanja Bugay

SUBJECT: PROJECT ROOM KEY: PREVENTING THE SPREAD OF NOVEL CORONAVIRUS DISEASE 2019 EMERGENCY SECURITY AGREEMENT WITH ROYALTY 92 INC., DBA CENTRAL VALLEY SIGNAL 88 SECURITY

SUMMARY:

Overview:

Project Room Key is a program put in place across the State of California to allow for homeless population to shelter in place, and comply with the Governor's executive order that was released on March 19, 2020. The Human Services Agency (HSA) is requesting approval to contract with Josh Gaither of Royalty 92 Inc., dba Central Valley Signal 88 Security, to provide security for leased motels that are being established as non-congregate shelter options for the sick and medically vulnerable due to the Novel Coronavirus Disease 2019 (COVID-19) Epidemic Public Health Emergency.

Recommendation:

- a. Approve an Emergency Security Agreement with Josh Gaither director of Royalty 92 Inc., dba Central Valley Signal 88 Security, to provide security services at established non congregate shelters from April 28, 2020 to June 30, 2020; and
- b. Approve the budget change. (4/5 vote required)

Fiscal Impact:

The cost of services provided under the agreement will serve to care and shelter those that are vulnerable, exposed, and positive for COVID-19. The services provided will be part of emergency shelter wrap-around services. Project Room Key is a program put in place across the state to allow for the homeless population to shelter in place and comply with Governor's executive order released on March 18, 2020. In FEMA approval letter, security is a required service for Project Room Key.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

PROJECT ROOM KEY: PREVENTING THE SPREAD OF NOVEL CORONAVIRUS DISEASE 2019 EMERGENCY SECURITY AGREEMENT WITH ROYALTY 92 INC., DBA CENTRAL VALLEY SIGNAL 88 SECURITY

April 28, 2020

Page 2 of 3

No increase to net County Cost associated with this recommended agreement. The cost of the agreement is \$134,774, which will be claimed expense to FEMA for reimbursement. FEMA will reimburse County for 75% of all eligible expenditures. County will offset the 25% match with California Department of Social Services (CDSS) Project Room Key Funds. This purchase will be applied to HSA's Administrative 510000 Budget Unit (Account 92132 Professional & Special Services- COVID19).

BACKGROUND:

The State of California is acting quickly to protect public health and safety to respond to COVID-19, and is mobilizing every level of government to prepare for and respond to spread of the virus. This emergency security agreement has been created pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020; the County of Kings Proclamation of Emergency dated March 17, 2020; the County of Kings Declaration of Local Health Emergency; Executive Orders N-25-20, N-33-20, and guidance issued by the California Department of Public Health in response to COVID-19. This is also directly related to the emergency, which is necessary for the preservation of public health and safety.

The County of Kings has demonstrated a need to establish security at non-congregate shelter options for the sick and medically vulnerable homeless community, due to the Novel Coronavirus Disease 2019 (COVID-19) Epidemic Public Health Emergency. Security staff will maintain the safety and security of all persons on the premises, in accordance of generally accepted security practices.

Royalty 92 Inc. shall provide private security guard services as defined more fully on agreed upon contract, at the designated locations. It shall provide two (2) dedicated unarmed civilian Security Officers seven (7) days per week, twenty-four (24) hours a day. The contractor shall position one (1) Officer at each of the leased hotels at all times to provide Security Services as more fully described below.

On March 18, 2020, the Governor announced a significant investment to support this urgent need. This includes:

- \$100 million directly to local governments and Continuums of Care for shelter support and emergency housing to address COVID-19 among the homeless population, administered by the Business, Consumer Services and Housing Agency; and
- \$50 million available to establish occupancy agreements to secure rooms in hotels, motels, and other facilities including trailers, which is administered by CDSS.

The majority of Project Room Key expenditures are federally reimbursable under the Federal Emergency Management Agency (FEMA), for both hotel/motel room occupancy agreements and operating services, at 75 percent federal share of cost.

Based upon the latest public health guidance, it is recommended that persons known to be COVID-19 positive or known to have been exposed to COVID-19 but not requiring hospitalization, and those with high-risk factors such as age over 65, chronic health conditions, and respiratory issues, be separated from other people. Individual living arrangements, such as private rooms at hotels and motels, are recommended for these

Agenda Item

PROJECT ROOM KEY: PREVENTING THE SPREAD OF NOVEL CORONAVIRUS DISEASE 2019 EMERGENCY SECURITY AGREEMENT WITH ROYALTY 92 INC., DBA CENTRAL VALLEY SIGNAL 88 SECURITY

April 28, 2020

Page 3 of 3

populations. Congregate care is not recommended at this time, security is an essential component of maintaining a safe environment.

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

KINGS COUNTY
OFFICE OF THE AUDITOR-CONTROLLER
BUDGET APPROPRIATION AND TRANSFER FORM

Auditor Use Only	
Date _____	
J/E No. _____	
Page _____	of _____

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
General Fund	Human Services Agency	Reg Employee	001	510000	91000	134,774
TOTAL						134,774

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
General Fund	Human Services Agency	Prof&Spec Service-COVID 19	001	510000	92132	134,774
TOTAL						134,774

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)



Dept. of Finance Approval _____ Department Head _____

Administration Approval _____ Board Approval _____

BOS meeting date: _____

COUNTY OF KINGS

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the 28th day of April, 2020, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and Royalty 92 Inc., dba Central Valley Signal 88 Security, (hereinafter "Contractor").

RECITALS

WHEREAS, County requires Private Security services; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

Contractor 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 A**.

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 Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

4. TERM

This Agreement shall be in full force and effect for three months and shall commence on April 29, 2020 and shall terminate on June 30th, 2020 unless otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS.

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

6. AMENDMENTS

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

7. TERMINATION

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

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

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

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

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. One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) 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. Contractor shall additionally purchase and maintain excess insurance coverage through an umbrella policy in the amount of Three Million dollars (\$3,000,000).

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 not limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

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

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, sexual orientation or gender identity.

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

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 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, e-mail or by prepaid first-class mail addressed as follows:

COUNTY:

FIDY CISNEROS , PROGRAM SPECIALIST
KINGS COUNTY HUMAN SERVICES AGENCY
1400 W. LACEY BLVD., BLDG #8

CONTRACTOR:

JOSH GAITHER
4974 E. CLINTON WAY, BLDG A, SUITE D
FRESNO, CA 93727

HANFORD, CA 93230

OFFICE: (559)852-4816

CELL: (559)623-8105

FIDY.CISNEROS@CO.KINGS.CA.US

PHONE: (559)420-7132

CELL:(559)481-0286

JGATHER@SIGNAL88.COM

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) e-mail, it is effective as of the date it was sent; d) mail, it is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

20. CHOICE OF LAW

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

21. SEVERABILITY

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

22. SURVIVAL

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

23. NO THIRD PARTY BENEFICIARIES

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

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

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

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

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

25. DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the County of Kings. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California and the County of Kings, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR

By _____
Date _____

27. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product

cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

B. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

28. ACCESS TO RECORDS

A. The Contractor agrees to provide the State of California, the County of Kings, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the County of Kings and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

29. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

30. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

31. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations

or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

32. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

33. AUTHORITY

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

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

COUNTY OF KINGS

ROYALTY 92 INC., dba Central Valley Signal 88 Security

By: _____
Doug Verboon, Chairman

By: _____

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

Sande Huddleston

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____

Exhibits/Attachments:
Exhibit A: Scope of Work /Compensation
Exhibit B: HIPAA Business Associates Agreement

Exhibit A
Scope of Work

Contractor shall provide private security guard services ("Security Services") as defined more fully below to the County of Kings ("County") at the Holiday Lodge located at 8749 E. Lacey Blvd., Hanford CA 93230 ("the Premises") during the County's term of occupancy.

Contractor shall position two (2) dedicated unarmed civilian Security Officers ("Officer") seven (7) days per week, twenty-four (24) hours per day at the Premises. Officers shall provide the Security Services described below. County shall pay Contractor \$40,924.80 per month up to a maximum of \$134,774 in consideration for Contractor's services. Amounts shall be paid in accordance with the terms of this Agreement. Should this Agreement terminate early for any reason, Contractor shall be paid a pro-rated amount equal to \$28 per hour for Security Services actually rendered.

Description of Security Services:

- 1) Officers shall perform Security Services in accordance with generally accepted security practices.
- 2) Officers shall not carry firearms or non-lethal weapons while providing Security Services.
- 3) Officers shall not be required to make any form of citizen's arrest or to otherwise restrain individuals.
- 4) Officers shall monitor the Premises for property violations and ensure the safety and security of all persons on the Premises.
- 5) Officers shall verbally screen guests and other individuals entering the Premises for weapons and contraband during guest intake and anytime guests return to the Premises after leaving. For purposes of this Agreement, an Officer will "verbally screen" a guest by asking the guest if he or she has any weapons and/or contraband on his or her person.
- 6) If an Officer finds a guest or other individual to have a weapon and/or contraband on his person, the Officer shall contact appropriate law enforcement.
- 7) Officers will enforce all standards for access to the Premises in accordance with Signal 88 protocols.
- 8) Officers will report any and all interactions, including criminal activity, to necessary County personnel and appropriate law enforcement agencies.
- 9) Officers shall document all incidents in Signal 88's proprietary reporting software, which is searchable and archived indefinitely for the benefit of County, law enforcement, and Signal 88 management personnel.
- 10) Officers shall perform regular foot patrols in and surrounding the Premises and document any observed or suspected criminal activity as well as any maintenance concerns noted on the Premises.
- 11) Officers shall agree to appear in court to be a witness or work with law enforcement as an informant for any civil or criminal matters related to their duties.
- 12) Officers shall report any and all incidents whether emergency or unusual in nature, in a manner that is compliant with the Signal 88 Standard Operating Procedures.
- 13) Officers shall be supervised through the Signal 88 management team ("Management"), which will remain on duty during all hours Security Services are provided.
- 14) Management shall be responsible for maintaining Officer uniform and work standards. To accomplish this goal, Management shall perform periodic and

randomized site inspections, documenting their findings for use by County and Contractor.

- 15) Contactor shall outline and communicate to all Officers and Management personnel a specific schedule to follow, including break rotation to ensure the Security Services provided by Officers and Management will completely and adequately cover all areas of the Premises as set forth in the Agreement.
- 16) Officers stationed at designated locations will have communication devices that track their movements in a manner viewable on any computer to ensure the accountability of each Officer.

In addition to the Security Services provided, above, each Officer shall:

- 1) Be easily identifiable and highly visible. While on duty, Officers will be dressed in Signal 88 uniforms with 3M Reflective lettering.
- 2) Have passed a drug screen, state and federal background checks, and a psychological screening to ensure they are not suffering from any psychopathic condition or mental illness impairing the powers of memory, reason, judgement or perception.
- 3) Be physically fit for Duty and shall be capable of walking distances, climbing stairs, and using correct body mechanics.
- 4) Have completed the following Signal 88 University training and development courses and be current on all progressive learning plans:
 - Our Core Values and Officer Behaviors
 - Report Writing
 - Patrol Basics
 - Patrol Runsheets
 - Scanning GPS Checkpoints and Tokens
 - Noise Complaints
 - Crowd Control
 - Verbal De-escalation I: Overview
 - Verbal De-escalation II: Empathy
 - Verbal De-escalation III: The Art of Communication
 - Vehicle Maintenance
 - Interacting with Persons with Special Needs
 - Sexual Harassment Training
 - Customer Service is Everyone's Job
- 5) Complete any site-specific course or FEMA related course that may be created and required by Contractor after consultation with County.
- 6) Perform all duties in compliance with the training described herein.

Exhibit B
HIPAA Business Associate Exhibit

I. Recitals.

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

B. The County of Kings (“County”) wishes to, or may, disclose to Royalty 92 Inc., dba Central Valley Signal 88 Security (collectively “Business Associate”) certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

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

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

E. As set forth in this Agreement, Royalty 92 Inc., dba Central Valley Signal 88 Security (“Contractor”) is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

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

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

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

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

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

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

the HIPAA regulations, if done by County.

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

1) ***Use and Disclose to perform Security Services as defined in Exhibit A to the Agreement.*** Use and disclose PHI to provide Security Services, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. ***Security.*** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) ***Investigation of Breach.*** To immediately, investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. ***Within seventy-two (72) hours of the discovery,*** to notify the County:

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

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

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

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

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

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

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

2) Business Associate shall require each employee who receives

information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

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

IV. Obligations of County.

County agrees to:

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

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

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

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

VI. Termination.

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

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

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

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

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

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

VII. Miscellaneous Provisions.

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

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

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

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

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

HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

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

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

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

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

II. System Security Controls.

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

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

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

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

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

GOVERNMENT CENTER HANFORD, CALIFORNIA 93230 (559) 582-3211
Catherine Venturella, Clerk of the Board of Supervisors

AGENDA ITEM

April 28, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister/Dominic Tyburski

SUBJECT: NON-ROUTINE HAZARDOUS ENCROACHMENT OF THE PUBLIC
RIGHT OF WAY

SUMMARY:

Overview:

The Public Works Department has received an encroachment permit application from Westlands Transmission, Limited Liability Corporation (LLC), which is requesting to construct a 230kV solar generated transmission power line, crossing perpendicular at four (4) county roadways along Nevada Avenue, and Aquamarine Westside, LLC is requesting to construct one (1) perpendicular crossing along 25th Avenue. It is the position of Public Works that the encroachment permit request falls under the Non-Routine/Hazardous category and as such requires approval by the Board of Supervisors.

Recommendation:

- a) Approve the underground encroachment option contingent upon mutual acceptance of a franchise agreement between County and Westlands Transmission, LLC; and
- b) Approve the underground encroachment option contingent upon mutual acceptance of a franchise agreement between County and Aquamarine Westside, LLC; and
- c) Withhold final approval until the Board approves the franchise agreements.

Fiscal Impact:

This project will provide a one-time net fee of \$227,856 to the General Fund for the 30 year permitted life of the project.

BACKGROUND:

The Public Works Department has engaged Westlands Transmission, LLC, Aquamarine Westside, LLC, and their representatives regarding a proposed encroachment (occupation of public right of way) since June of 2019. The primary issue of concern to Public Works has been and continues to be the safety of the motoring public.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

Catherine Venturella, Clerk to the Board

By _____, Deputy.

Agenda Item

NON-ROUTINE HAZARDOUS ENCROACHMENT OF THE PUBLIC RIGHT OF WAY

April 28, 2020

Page 2 of 3

In order to minimize the potential hazard, Public Works supports the underground option, which would eliminate the possibility of exposure to live wires by vehicles and/or pedestrians who may be in the area. Unlike Pacific, Gas, & Electric, and Southern California Edison, the California Public Utilities Commission (CPUC) does not regulate Westlands Transmission, LLC, Aquamarine Westside, LLC, or their facilities, as they are a private corporation, not a public utility. Both companies have stated that they are under regulation in some manner by other agencies; however, Public Works has neither familiarity with these agencies nor knowledge of how their standards compare to those of the CPUC.

If the Board were to allow this encroachment, Public Works recommends that it be subject to a franchise agreement, or a reasonable alternative. The agreement would provide protection for the County, which would include, but not be limited to: liability insurance requirements verified annually; an irrevocable line of credit to remove the encroachment if necessary; and a franchise fee, or reasonable equivalent, for use of the public right of way.

The 230kV line running along Nevada Avenue crosses four (4) intersecting roadways as follows:

1. Avenal Cutoff Road
2. 30th Avenue
3. Nevada Avenue at 27th Avenue Alignment
4. Nevada Avenue at 26th Avenue Alignment

The 34.5kV line running along 25th Avenue crosses one (1) intersecting roadway as follows:

1. Laurel Avenue

The applicant has submitted underground and overhead options for these crossings with the overhead option being its preference primarily due to reduced construction and maintenance cost. Public Works supports the underground option and considers it the safer of the two options, and therefore in the best interest of the County. The County and the applicant mutually agree that the typical utility franchise fee model (2% of gross annual revenue) would not be the best vehicle for this type of application. In lieu of a typical franchise fee, the applicant has agreed to pay a one-time fee to Kings County of \$227,856 for the underground option and \$1,519,039 for the overhead option (attached).

Section 2009 of the Streets and Highways Code establishes the Board of Supervisors as the policy-making Board with respect to county highway matters. County Resolution 77-144 (attached) describes a Non-Routine/Hazardous Encroachment as “one creating a danger of injury to person or property”. While design precautions help ensure that this encroachment does not become a hazard, the potential risk is significant enough that the Public Works Director’s position is this should be a Board of Supervisors’ decision. Resolution 77-144 allows your Board to confirm that such encroachment is hazardous, and order its abatement or removal. The Board may also re-classify such an encroachment as other than hazardous such as a Public Utility Encroachment or Undesirable Encroachment.

Agenda Item

NON-ROUTINE HAZARDOUS ENCROACHMENT OF THE PUBLIC RIGHT OF WAY

April 28, 2020

Page 3 of 3

If approved, this encroachment permit will expire and be subject to renewal when the conditional use permit approving the project expires.

There has been one privately owned and maintained high voltage underground crossing for a solar project at the Avenal Cutoff Road near 25th Avenue. Moving toward a franchise-like option is a change in our thinking on these developments spurred by the original request to place this line in the County Right of Way, parallel to the roadway in a fashion similar to public utilities under franchise.

Once direction is received from your Board an agreement will be brought back to your Board for approval.



212 NORTH FIRST AVE, STE 104, SANDPOINT, IDAHO 83864 a.miki@rpeng.net

County of Kings Department of Public Works
1400 Lacey Road
Hanford, Ca 93230
February 19, 2020

Mr. McAlister,

Per your request, below are two options of voluntary encroachment fees for all of our high and medium voltage crossings relating to our 12/20/2019 applications, which we would agree to if the County issues our permits by March 30, 2020.

Per your request, we analyzed similar fees in other counties and based upon the same linear foot or s.f. area calculation methodologies other government agencies have charged in comparable situations, the "at cost" comparable fees for similar encroachments range between \$0 (nominal application fees) and \$75,000.00. Under the County's current fee program, which only provides for actual costs, we think the fee would be no more than \$75,951.96.

That said, we desire to be cooperative and a good partner with the County and if the County approves the encroachment fee prior to March 30, 2020, we would agree to pay enhanced fees (well in excess of actual costs) as follows:

- \$227,855.88 (3x our highest comparable estimate of actual cost calculation) for the underground crossing option upon encroachment permit approval of all filings made in December
- \$1,519,039.20 for the overhead crossing option upon encroachment permit approval of the December crossings with the overhead approval (still factoring also our cost to implement all reasonable safety measures that we have shared with you)

We believe the foregoing fee proposals are very generous to the County based on other government agency applications and data and we do so in an effort to maintain a positive working relationship, but please note these approvals are based on full County approval by March 30, 2020. If the encroachment permits cannot be approved prior to such date, the project will incur additional costs, which could likely impair our ability to continue to offer these amounts.

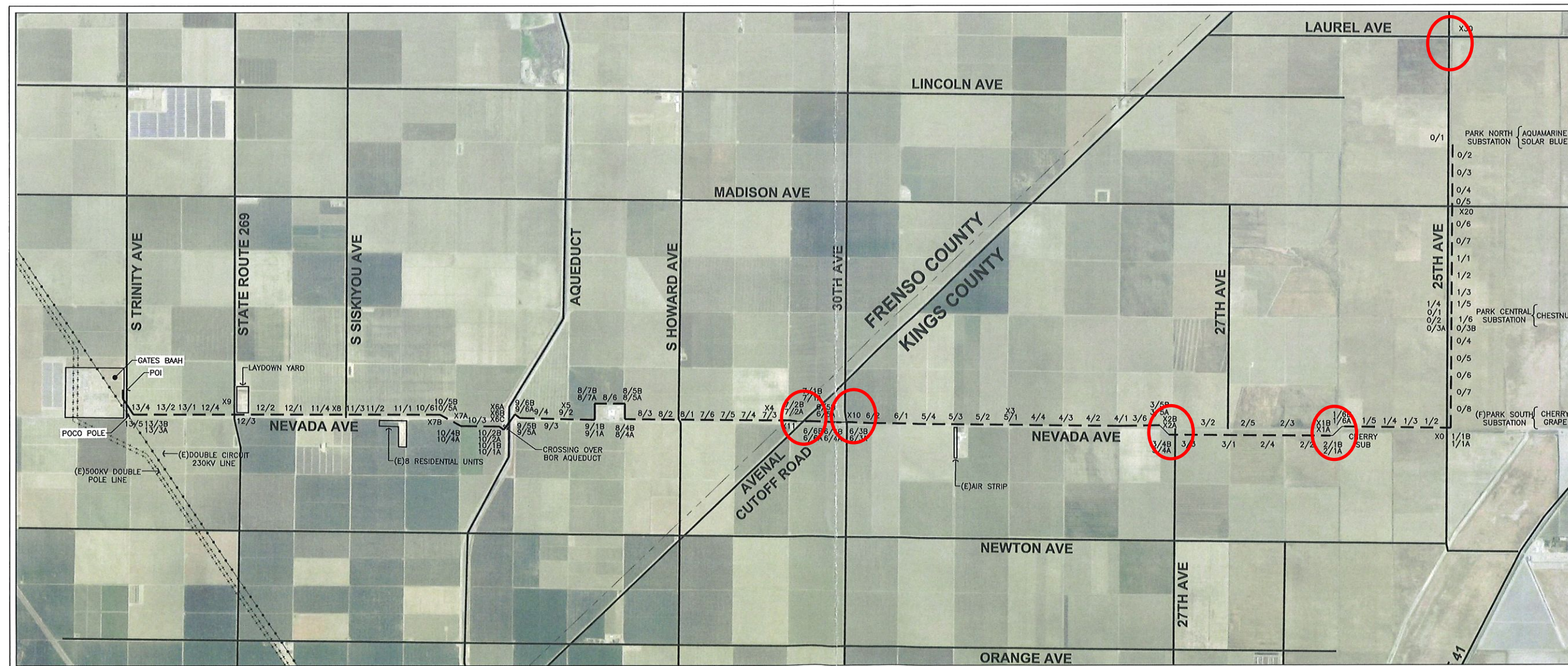
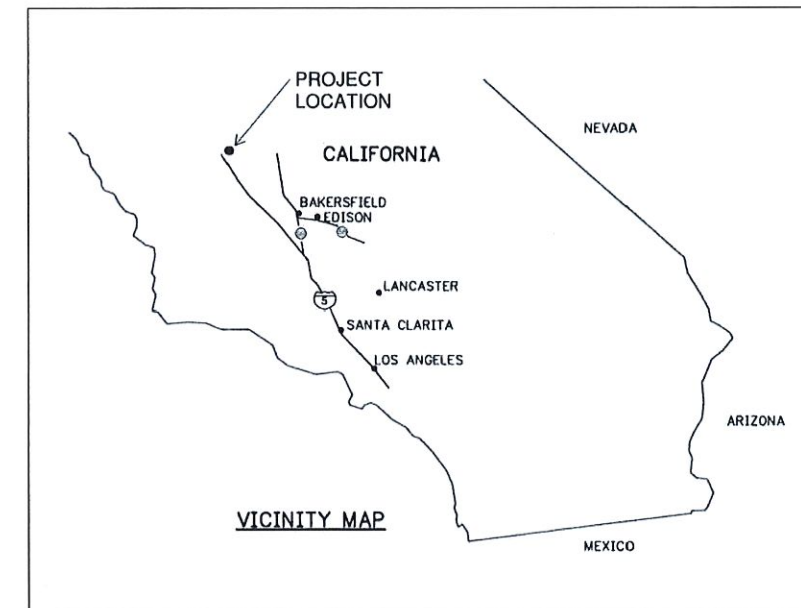
Yours truly,

Anastasia Miki, PE
Principal Engineer
WRA Consulting Engineers

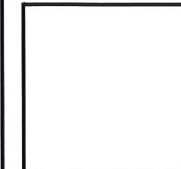
CROSSING SUMMARY

Crossing	Structure	Nearest Crossroads		Owner	Pole 1					Pole 2					Conductor Size, Type	Tension @ 60°F Initial	Notes		
		From	To		West-East	North-South	Northing	Easting	Height & Set Depth	Cross Arm Config	Cond. Attach Below Tip	Northing	Easting	Height & Set Depth				Cross Arm Config	Cond. Attach Below Tip
X0	CP101 CP102	1/1	1/2	Nevada Ave	25th Ave	PG&E	6294218.3029	1934773.3275	55 ft, 7.0 ft	Vertical	8 in	6294143.3491	1934423.5168	55 ft, 7.0 ft	Vertical	8 in	715.5 AAC	Top 2023 Middle 1986 Bottom 1963	A review for Crossing X1 must be conducted when the IC Customer completes their PLSCADD design.
X1A	CP111A CP112A	1/6	2/1	Nevada Ave	Enterprise Ave / 27th Ave	PG&E	6288827.9760	1934608.7581	40 ft, 5.5 ft	Delta 8 ft	-25 in, 8 in	6289183.7686	1934607.2804	40 ft, 5.5 ft	Delta 8 ft	9 in, 54 in	#4 ACSR		Currently underground but potential to go overhead.
X1B	CP111B CP112B	1/6	2/1	Nevada Ave	Enterprise Ave / 27th Ave														Crossing Nevada Avenue
X2A	CP121A CP122A	3/4	3/5	Nevada Ave	27th Ave	PG&E	6280433.2519	1934674.0164	40 ft, 5.5 ft	Flat 8 ft	8 in	6280806.2841	1934670.0981	50 ft, 6.5 ft	Flat 8 ft	8 in	#4 ACSR	496	Currently underground but potential to go overhead.
X2B	CP121B CP122B	3/4	3/5	Nevada Ave	27th Ave														Crossing Nevada Avenue
X3	CP131 CP132	5/1	5/2	Nevada Ave	29th Ave	PG&E	6273084.4124	1934798.4799	40 ft, 5.5 ft	Flat 8 ft	8 in	6273090.3414	1935154.2881	45 ft, 6.0 ft	Flat 12 ft	8 in	3/0 AAC	1689	
X4	CP141 CP142	7/2	7/3	Nevada Ave	S Bishop Ave	PG&E	6262590.4171	1934948.8016	40 ft, 5.5 ft	Flat 8 ft	8 in	6262593.5799	1935306.6235	45 ft, 6.0 ft	Delta 5 ft	9 in, 54 in	3/0 AAC	1689	
X5	CP151 CP152	9/2	9/3	Nevada Ave	S Goldenrod Ave	PG&E	6251978.1086	1935187.6158	40 ft, 5.5 ft	Flat 6 ft	44 in	6251983.4506	1935512.9102	45 ft, 6.0 ft	Delta 5 ft	9 in, 54 in	1/0 ACSR	907	
X8A	CP161A CP162A	9/6	10/1	Nevada Ave	Aqueduct	AT&T	6248944.1773	1935173.5112				6249377.5178	1935170.5373						North of Jayne Ave
X8B	CP161B CP162B	9/6	10/1	Nevada Ave	Aqueduct	PG&E	6249067.2049	1935076.1437	40 ft, 5.5 ft	Delta 5 ft	9 in, 54 in	6249390.7778	1935043.9366	60 ft, 7.5 ft	Flat 8 ft	8 in	397 AAC	1689	South of Jayne Ave
X8C	CP161C CP162C	9/6	10/1	Nevada Ave	Aqueduct	BOR													Crossing California Aqueduct
X7A	CP171A CP172A	10/4	10/5	Jayne Ave	S Madera Ave	PG&E	6246140.5581	1935087.1041	45 ft, 6.0 ft	Flat 8 ft	8 in	6246614.0544	1935085.3223	40 ft, 5.5 ft	Flat 8 ft	8 in	397 AAC	1689	Gen-Tie crossing Jayne Ave, bearing W-NW
X7B	CP171B CP172B	10/4	10/5	Jayne Ave	S Madera Ave	PG&E	6246140.5581	1935087.1041	45 ft, 6.0 ft	Flat 8 ft	8 in	6246614.0544	1935085.3223	40 ft, 5.5 ft	Flat 8 ft	8 in	397 AAC	1689	Gen-Tie crossing Jayne Ave, bearing W-NW
X8	CP181 CP182	11/3	11/4	Jayne Ave	Siskiyou Ave	PG&E	TBD	TBD	40 ft, 5.5 ft	Delta 5 ft	9 in, 54 in	6241271.2582	1935245.0398	40 ft, 5.5 ft	Flat 8 ft	8 in	1/0 ACSR	907	
X9	CP191 CP192	12/3	12/4	Jayne Ave	Lassen Ave	PG&E	6236091.8802	1935093.7917	40 ft, 5.5 ft	Flat 8 ft	8 in	6236077.4324	1935358.1233	40 ft, 5.5 ft	Flat 8 ft	8 in	4/0 AWAC		East of CA SR-269
X10	CP1101 CP1102	6/3	6/4	Nevada Ave	30th Ave														Crossing 30th Avenue
X11	CP1111 CP1112	6/6	7/1	Nevada Ave	Avenal Cutoff Road														Crossing Avenal Cutoff Road
X20	CP201 CP202	0/4	0/5	Madison Ave	25th Ave	PG&E	6294434.8200	1945166.6500	40 ft, 5.5 ft	Delta 8 ft	-25 in, 40 in	TBD	TBD	40 ft, 5.5 ft	Delta	0 in, 15 in	3/0 AAC	1689	South of Aquamarine Substation
X30	CP301 CP302			Laurel Ave	25th Ave														Crossing Laurel Avenue

Coordinates are in State Plane NAD83, California Zone IV



REVISIONS	DATE	REV	DESCRIPTION
	12.18.19		PROGRESS
	09.13.19		PROGRESS



APPROVED BY: _____
DATE: _____

THESE DRAWINGS AND SPECIFICATIONS HAVE BEEN PREPARED BY CUPERTINO ELECTRIC IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS ACT OF THE STATE OF CALIFORNIA.

PREPARED BY: **CUPERTINO ELECTRIC**
1132 NORTH 7TH STREET
SAN JOSE, CA 95112
C-10 LIC. NO. 17447

CHK BY: DAN BORECH

IMPROVEMENT PLANS FOR:
WESTLANDS TRANSMISSION, LLC
TRANSMISSION LINE NAME:
GATES-AQUAMARINE
230KV CENTER LINE

PLOT DATE:	08.28.2019
JOB NO.:	17-5305
SHEET NAME:	PROJECT MAP
SHEET NO.:	G003

1 RESOLUTION NO. 77-144

2 BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS

3 STATE OF CALIFORNIA

4 *****

5 It was moved by Supervisor MAROOT, seconded by
6 Supervisor KEMBLE, and duly carried that the
7 following Resolution be adopted:

8 W I T N E S S E T H :

9 WHEREAS, the Director of Public Works of the County of Kings has the
10 responsibility for processing, issuing or denying permits allowing encroachments
11 within any County road right-of-way, and

12 WHEREAS, under the provisions of Section 2009 of the Streets and Highways
13 Code, this Board of Supervisors is directed to act as the policy-making body with
14 respect to county highway matters, and must establish the general policies to be
15 followed in the administration of the Public Works Department with respect to
16 county highways.

17 WHEREAS, the policy of this Board of Supervisors was previously established
18 by Resolution No. 71-24, executed the 16th day of March, 1971,

19 WHEREAS, it has become necessary to change the policy established by said
20 Resolution No. 71-24,

21 NOW, THEREFORE, BE IT RESOLVED, that said Resolution No. 71-24 is hereby
22 rescinded in whole, and that the following is hereby declared to be the policy of
23 the County of Kings with respect to encroachments within any County right-of-way:

24 ENCROACHMENT CLASSIFICATION AND PERMIT POLICIES.

25 Each encroachment on any county road right-of-way shall be classified by
26 the Director of Public Works as follows:

27 A. Routine Encroachments. A routine encroachment is one that is neither
28 hazardous, undesirable, potentially dangerous nor significant, as defined herein.
29 Permits for routine encroachments may be issued by the Director of Public Works
30 without referring the matter to the Board of Supervisors for their consideration.
31 Routine encroachments are sub-classified as follows:

32 1. Public Utility Encroachments. An encroachment involving gas pipes,

1 electrical conduit, water and sewer pipe, transformer vaults, telephone lines, etc.
2 In this type of encroachment, the permit may be issued to a public agency or its
3 contractor.

4 2. Irrigation Pipe Encroachments. Irrigation pipe encroachments are
5 encroachments involving the installation of irrigation pipes either across a
6 highway or running for some length along the right-of-way. Pipe installations run-
7 ning for some length along the right-of-way but less than 200 feet are discouraged
8 and will be required to show necessity to installing within the right-of-way. The
9 Director of Public Works shall use the following criteria to evaluate the necessity:
10 financial hardship, physical obstructions, unobtainable easements, and right-of-way
11 status. The Director of Public Works shall inform all those property owners whose
12 properties front along the proposed route about the intended installation.
13 Irrigation pipes placed in the road right-of-way for a distance greater than 200
14 feet, measured along the centerline of the right-of-way, shall not qualify as a
15 routine encroachment under this classification, but shall be classified as
16 undesirable, as hereinafter defined.

17 3. Roadway Appurtenance Encroachments. An encroachment for the purpose
18 of installing or constructing something within the road right-of-way of a nature
19 consistent with the function of the roadway, such as curbs and gutters, driveway
20 approaches, dikes, storm drain devices, etc.

21 B. Non-Routine Encroachments. A non-routine encroachment is one falling
22 within one of the following classifications. The Director of Public Works will
23 initially classify each of said encroachments, and will take action thereafter based
24 upon the type of subclassification designated, as follows:

25 1. Hazardous Encroachments. A hazardous encroachment is one creating
26 a danger of injury to person or property. Such an encroachment will be posted by
27 appropriate warning signs and will be reported to the Board of Supervisors at the
28 earliest possible time following its discovery. The Board of Supervisors will, at
29 the earliest practicable time, confirm that such encroachment is a hazardous
30 encroachment, and order its abatement or removal, or will determine that it is not
31 hazardous, and re-classify it under another type of encroachment. When directed
32 to abate or remove such encroachment, the Director of Public Works will take

1 immediate action with respect to the encroachment, with due consideration being
2 given to the extent of danger and the cost of removal.

3 2. Undesirable Encroachments. An undesirable encroachment is one not
4 involving danger to person or property, but in some way interfering with the free
5 use or enjoyment of the highway or posing a potential maintenance problem. These
6 may include, but are not limited to obstructions of the roadway or shoulders,
7 obstructions of scenic views, irrigations lines greater than 200 feet in length,
8 piles of rubbish, cut branches, dead animals, signboards, banners, etc. The
9 Director of Public Works may issue a permit for such an encroachment for a period
10 not to exceed thirty (30) days, when, in his opinion, such permit will prevent
11 undue hardship and the encroachment will serve some utilitarian or useful purpose
12 on a temporary basis. If the Director of Public Works refuses to issue such a
13 permit, or if the original permit is about to expire, the person maintaining such
14 encroachment may request the Board of Supervisors to issue or extend a permit with
15 respect to such encroachment. The Board of Supervisors will thereafter:

- 16 (a) Issue a permit or permit extension for a fixed period of
17 time, or
18 (b) Refuse to issue a permit or permit extension, or
19 (c) Reclassify the encroachment to another category.

20 3. Potentially Dangerous Encroachments. Potentially dangerous
21 encroachments are those which, if left unchecked, may create a danger to persons
22 or property. Such encroachments usually consist of, but are not limited to,
23 vegetation which, after further growth, may obscure the visibility of traffic signs,
24 crossroads or driveways. Such encroachments will not be called to the attention of
25 the Board of Supervisors, but will be listed and placed on file, so that they may
26 be periodically reviewed and action taken toward their removal if and when any
27 danger is created by their presence. No permits will be issued for such
28 encroachments.

29 4. Insignificant Encroachments. Insignificant encroachments are those
30 of such a nature that they do not obstruct the highways or the view therefrom,
31 create no danger to persons or property, and are not offensive to sight or smell.
32 Such encroachments exist as merely technical and minor violations of the right-of-
way space, involving no inconvenience to the users of the highway. Such

1 encroachments need not be brought to the attention of the Board of Supervisors,
2 and no permit need be issued therefor. The Director of Public Works need take no
3 action with respect to any encroachment he has classified as insignificant within
4 the meaning of this paragraph.

5 The foregoing Resolution was passed and adopted by the said Board of
6 Supervisors at a regular meeting thereof, held on the 27th day of
7 September, 19 77, by the following vote:

8
9 AYES: Supervisors MAROOT, KEMBLE, YENGER, SWEENEY, CODY
10 NOES: Supervisors NONE
11 ABSENT: Supervisors NONE
12

13
14 _____
Chairman of the Board of Supervisors
County of Kings, State of California

15
16 WITNESS my hand and seal of said Board of Supervisors this 27th day
17 of September, 19 77.

18
19 _____
JOAN L. BULLOCK
Clerk of said Board of Supervisors

20 By: _____
21 Deputy

22
23 STATE OF CALIFORNIA,)
COUNTY OF KINGS) ss.
24 I, JOAN L. BULLOCK, County Clerk, and Ex-Officio Clerk of
the Board of Supervisors of said County and State, do hereby
25 certify the foregoing to be a true and correct copy of the
original thereof on file in my office.
26 Witness my hand and Seal of said Board, this 27 day of Sept 19 77
27 By: Joan L. Bullock
JOAN L. BULLOCK, County Clerk
and Ex-Officio Clerk of said Board.
Deputy Clerk

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

April 28, 2020

SUBMITTED BY: Sheriff's Office – David Robinson/Dave Putnam
Administration – Rebecca Campbell/Domingo C. Cruz

SUBJECT: JAIL BASED COMPETENCY TREATMENT PROGRAM AGREEMENT

SUMMARY:

Overview:

The California Department of State Hospitals (DSH) is responsible for returning to competency individuals charged with a felony, who have been found mentally incompetent to stand trial. Defendants who are incompetent to stand trial are committed to state hospitals for care and treatment in an effort to restore competency to a level that allows the inmates to stand trial. Because of high demand and limited hospital beds for treatment of defendants who are incompetent to stand trial, Department of State Hospitals has sought to add capacity through the Jail Based Competency Treatment (JBCT) Program as part of its continuum of care in county jails.

Recommendation:

Approve an Agreement with the California Forensic Medical Group, Inc. for the Jail Bed Competency Treatment Program effective July 1, 2020 to June 30, 2022.

Fiscal Impact:

There is no impact to the General Fund. The amount of the agreement with California Forensic Medical Group (CFMG) Inc. is \$693,092 per year, which will be included in the Fiscal Years 2020-2021 and 2021-2022 Requested Budget in Budget Unit 223000 (Sheriff Detention), Account 92037 (Professional & Specialty Services Account). The total amount for the two-year agreement is \$1,386,184. The agreement provides custody costs needed to provide services. The DSH agrees to reimburse the County's cost to provide restoration of mental competency services to Kings County inmates for a maximum amount not to exceed \$2,312,612 over the three-year agreement term. In addition, there is a one-time program implementation cost of \$67,511 to be paid by DSH.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

JAIL BASED COMPETENCY TREATMENT PROGRAM AGREEMENT

April 28, 2020

Page 2 of 2

BACKGROUND:

The California Department of State Hospitals is responsible for returning to competency individuals charged with a felony who have been found mentally incompetent to stand trial (IST). In the last decade, there has been a high demand and a limited number of state hospital beds for treatment of IST defendants. This has resulted in many defendants waiting in the County jail for months until a bed is available. This wait creates an extended period of incarceration for the defendants, delays in the reception of their treatment, and creates excessive delays in the adjudication of their criminal charges.

In response to stated challenges, the DSH is establishing programs in county jails to deliver the same services to a defendant in a county jail that a defendant would receive in a state mental hospital. This allows inmates to begin treatment immediately upon receipt of court-ordered paperwork and eliminates the waiting period, which significantly decreased the time a defendant remains incarcerated and expedites the restoration to competency process.

On November 19, 2019, your Board authorized the Sheriff to enter into a JBCT agreement with DSH to provide five jail beds for the use of the JBCT program, which is to be used in the mental health sheltered housing of the jail. The DSH agrees to reimburse the County's cost to provide restoration of mental competency services to Kings County inmates for a maximum amount not to exceed \$2,312,612 over the three-year agreement term. In addition, there is a one-time program implementation cost of \$67,511 to be paid by DSH.

The County went through a Request for Proposal (RFP) process to solicit vendors to execute the restoration program in the jail from January to February 2020. CFMG Inc., Kings View Behavioral Health, Liberty Healthcare of California, Inc., and NaphCare submitted proposals. CFMG Inc. was recommended by the County RFP Committee to provide psychiatric stabilization and restoration competency services delivered by a team of forensic psychiatrists and clinicians similar to the State's process. CFMG Inc.'s proposal was clearly more detailed and thorough in responding to the RFP. It was unanimously the number one pick by the reviewing committee, as they truly were able to demonstrate a proven ability with documented positive outcomes from surrounding California Counties and other similar sized counties in California and other states.

The proposed agreement is on file with the Clerk of the Board, and has been reviewed and approved as to form by County Counsel. DSH has also reviewed and approved this agreement.

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit A-1: DSH Agreement

Exhibit B: Staffing Plan

Exhibit C: HIPAA Business Associate Agreement

Exhibit D: Kings County ADA Grievance Procedures

Agreement No. ____

AGREEMENT BETWEEN THE COUNTY OF KINGS AND CALIFORNIA FORENSIC MEDICAL GROUP, INC FOR THE PROVISION OF A JAIL BASED COMPETENCY TREATMENT PROGRAM

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2020, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and **California Forensic Medical Group, Inc., a California Professional Corporation** (hereinafter "Contractor").

RECITALS

WHEREAS, the County, in conjunction with the State of California's Department of State Hospitals ("DSH"), requires a contractor to operate a Jail Based Competency Treatment ("JBCT") Program within the Kings County Jail to provide restoration to competency services to individuals who have been found incompetent to stand trial under Section 1370 of the Penal Code; and

WHEREAS, County issued a RFP No. 2020-19 (the "RFP") for a JBCT Program; and

WHEREAS, Contractor, in conjunction with its management service organization, Wellpath LLC, issued a proposal in response to County's RFP; and

WHEREAS, County issued Contractor a Notice of Tentative Award dated March 3, 2020, in regards to its proposal to provide JBCT Program services; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

Contractor understands and agrees that the scope of work as outlined in Exhibit A shall satisfy all performance measures, program elements, and any applicable general or special terms or conditions of the County's agreement with DSH to provide a JBCT program within the Kings County Jail ("DSH Agreement"). A copy of the DSH Agreement is attached hereto and incorporated by reference as **Exhibit A-1**.

In carrying out the services as set forth in Exhibit A, Contractor shall work cooperatively with the County's detention staff and detention medical provider to coordinate care for individuals in the JBCT Program while in the program and once released from the program. Cooperation and coordination shall include, but not be limited to, sharing medical information with the County's detention staff or medical provider as necessary and in accordance with state and federal privacy

laws. Failure to work cooperatively with the County's detention staff and detention medical provider shall be a material breach of this Agreement.

2. COMPENSATION

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

Staffing/Benefits	\$529,708
Insurance	\$6,304
Pharmacy	\$28,307
Overhead/Profit	\$76,953
TOTAL COST	\$641,272
One time Start-Up Costs	\$51,820

Should insufficient funds be appropriated for this Agreement, the 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 the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for herein. Each invoice must include a description of services rendered, to whom, date of service, and the charges according to the agreed upon method.

3. TERM

This Agreement shall commence on July 1, 2020, and for an initial term to end on June 30, 2021, and automatically renew for an additional one (1) year term to begin on July 1, 2021, and end on June 30, 2022, unless otherwise amended by the parties.

4. RESPONSIBILITIES OF CONTRACTOR

a. REQUISITE SKILLS

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 the County's reasonable satisfaction and in accordance with the standards, departmental policies and procedures of the DSH. County's acceptance of Contractor's work does not constitute a release of Contractor from its professional responsibility.

b. DUTY TO MAINTAIN ADEQUATE STAFFING

Contractor shall ensure it maintains sufficient staffing to provide the services set forth in Exhibit A, regardless of scheduled or unscheduled staff time off from work. In the event a staff

member is not or will not be present due to vacation, illness, or any other reason, Contractor shall immediately notify the County's designee and inform said designee of the individual who will perform the staff member's duties for the time period during which the staff member is out or unavailable. Contractor understands and agrees that it has an affirmative duty to maintain its staffing levels at all times by providing individuals with the appropriate licensure and skills to perform the duties assigned. Failure to maintain adequate staffing shall be a material breach of this Agreement.

Notwithstanding any changes in scope as defined below, in the event Contractor's proposed staffing plan proves insufficient to provide the services set forth in Exhibit A, Contractor shall be solely responsible for increasing the hours and/or number of individuals as necessary to perform the work as set forth in Exhibit A and meet its obligations under this Agreement. Said increase shall not result in an increase in cost to the County.

c. CURRENT LICENSURE

Contractor affirms that it and any staff it employs possesses current valid and appropriate licensure including, but not limited to, driver's license, professional license(s), certificate of tax-exempt status, or permits, as required to perform services under this Agreement.

5. ASSISTANCE FROM COUNTY

The County will provide the following:

- a. Network Access for Contractor; and
- b. Physical plant modifications as necessary for suicide mitigation and ligature abatement, as well as office and/or workspace and a storage area with a locked cabinet for the storage of records.

6. RECORDS AND INSPECTIONS.

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. The County and the DSH, or their designees, 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 the County or the DSH. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

7. AMENDMENTS

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

8. TERMINATION

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party fifty (50) 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.

9. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an endorsement or other documentation sufficiently demonstrating the County is an Additional Insured under Contractor's Insurance Policy 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. The County and its officers, employees and agents and the State of California 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 the County and the State of California, Department of State Hospitals, with prior written notice of cancellation pursuant to policy provisions. Additionally, Contractor agrees to provide County thirty (30) days prior written notice of any insurance cancellations. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

10. INDEMNIFICATION

A. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County and any and all of its Board members, officials, employees and agents, and the State of California, Department of State Hospitals, 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. This indemnification specifically includes any claims that may be against the County or the State of California, Department of State Hospitals, by any taxing authority or third party asserting that an employer-employee relationship exists by reason of this Agreement.

C. 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 and DSH's rights to indemnification are in addition to and shall not limit any other rights or remedies that the County or DSH may have under law or this Agreement.

11. 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.

12. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and the County. In the event any laws and regulations change that result in additional services being required the Change in Scope section in this Agreement will apply.

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

13. CONFIDENTIALITY

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

14. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the

rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

15. NONDISCRIMINATION

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

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

16. SUBCONTRACTORS

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: Section 6 (Records), Section 9 (Insurance), Section 10 (Indemnification), Section 12 (Compliance with Law), Section 13 (Confidentiality), Section 14 (Conflict of Interest), Section 15 (Nondiscrimination), and Section 25 (ADA Compliance).

17. ASSIGNMENT

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

18. UNFORESEEN CIRCUMSTANCES

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

19. OWNERSHIP OF DOCUMENTS

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

they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other county.

20. NOTICE

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

COUNTY:
COUNTY OF KINGS
ATTN: ROGER BRADLEY
ASSISTANT COUNTY ADMIN OFFICER
1400 W LACEY BLVD
HANFORD, CA 93230

CONTRACTOR:
CFMG C/O WELLPATH LLC
ATTN: CHIEF LEGAL OFFICER
1283 MURFREESBORO RD STE 500
NASHVILLE, TN 37217

WITH A COPY TO:
OFFICE OF THE COUNTY COUNSEL
1400 W. LACEY BLVD.
HANFORD, CA 93230

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

21. CHOICE OF LAW

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability, or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement notwithstanding rights afforded the parties under the state and federal rules of civil procedure.

22. SEVERABILITY

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

23. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 6 (Records), Section 9 (Insurance), Section 10 (Indemnification), and Section 14 (Confidentiality).

24. THIRD PARTY BENEFICIARIES

County and Contractor are the main parties to this Agreement. DSH is an intended third party beneficiary of this Agreement and is entitled to enforce its terms.

25. 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 D**.

26. 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.

27. CONTRACTOR AS COUNTY'S SUBCONTRACTOR FOR THE DSH AGREEMENT; ORDER OF PRECEDENCE

Contractor, in providing services under this Agreement, acts as the County's subcontractor under the DSH Agreement. As such, Contractor is bound by all of the terms and conditions applicable to the performance of services under the DSH Agreement, as primarily set forth in Exhibits A and A-1 thereof. Contractor will further be subject to audits and inspections by DSH to the same extent the County is subject to the same under the DSH Agreement. This Agreement shall take precedence over the DSH Agreement. In the event a term of this Agreement contradicts a term of the DSH Agreement, the stricter of the disputed or contradictory terms shall apply, except for Sections 6 (Records), 8 (Termination), 9 (Insurance), and 10 (Indemnification) of this Agreement, which shall take precedence over any term on the same subject matter in the DSH Agreement.

28. CHANGES IN SCOPE

If at any time during the Term of this Agreement, there is a material change in the scope of services provided by Wellpath as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed thirty (30) days from the effective date of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause upon providing fifty (50) days advance written notice.

29. 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

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: _____
Doug Verboon, Chairman

By:  _____
Raymond Herr, MD, President

ATTEST:

Approved and Endorsements Received:

By: _____
Catherine Venturella, Clerk to the Board

By: _____
Sande Huddleston, Risk Manager

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Carrie R. Woolley, Assistant County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit A-1: DSH Agreement

Exhibit B: Staffing Plan

Exhibit C: HIPAA Business Associate Agreement

Exhibit D: Kings County ADA Grievance Procedures

EXHIBIT A

STATEMENT OF WORK FOR JBCT PROGRAM

Overview of JBCT Program Objectives

CFMG, with Wellpath LLC as its management service organization (hereinafter collectively referred to as “CFMG”) will be the designated health authority responsible for implementing a Jail Based Competency Treatment (“JBCT”) program at the Kings County Jail. CFMG understands the services provided will be in compliance with the requirements of the Agreement between the County and the California Department of State Hospitals (“DSH”) as it pertains to JBCT program services, a copy of which is enclosed as Exhibit A-1. CFMG’s JBCT program objectives include having better restored patients, providing cost savings to the County, ensuring less time in custody for the most acute patients, more services for the most acute patients, and a safer jail.

1.1 Program Elements

CFMG’s felony JBCT program for Kings County will comprise the following:

- **Review of records** – Review placement report, court report, background information, and other clinical records for the Patient Inmate.
- **Admission/intake assessments** – Complete interdisciplinary assessments and evaluations for the Patient Inmate.
- **Targeting cause of incompetency** – Focus on the Patient Inmate’s ability to become fit for trial by identifying barriers to fitness and risk factors through an objective competency assessment, psychological evaluation, and psychometric testing, and developing a restoration plan.
- **Clinical stabilization of patient** – Stabilize the Patient Inmate’s mental illness first, then improve the patient’s milieu functioning by reducing and managing the patient’s anxiety, improving his or her understanding of the court process and reinforcing his or her understanding of the court process.
- **Training and education** – Provide Patient Inmates with fitness training and/or multi-modal education in individual or group formats.
- **Therapeutic support** – Focus on teaching the Patient Inmate therapeutic coping skills by building skills through individual and group treatment, increasing psychosocial functioning through milieu therapy, and focusing on encouraging medication compliance.
- **Ongoing reassessments of progress towards competency** – Provide ongoing reassessment of Patient Inmates’ clinical stability, cooperation, and understanding of the court process.
- **Reinforcement of learning** – Reinforce Patient Inmates’ knowledge through experiential methods such as role play and mock trials.
- **A collaborative team opinion on restorability** – Hold regular treatment team meetings with the entire JBCT staff.

- **Provision of formal fitness evaluations** – Assess Patient Inmates’ ability to be restored and communicate status to the courts via fitness reports every 30 days
- **Provision of data deliverables to DSH** – Provide DSH with data based on the DSH template for data collection, including but not limited to: total admitted to the program by name, date, etc.; number of individuals successfully restored; number of formal evaluations and reports to the court; date of admission and length of time from admission inmate was declared competent; demographics of inmates served and diagnosis; and number of malingerers

1.1.A Referral Document Collection Prior to Administration

CFMG understands that the DSH Patient Management Unit (PMU) will coordinate with the committing Court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the Court for all Patient Inmates upon admission to the JBCT program. The DSH will review the court documents and assess for program suitability, then recommend placement to the JBCT program or to a state hospital.

After an inmate has been found incompetent to stand trial, he or she will be referred to participate in the JBCT program. Once the JBCT Clinical Team, including the JBCT Deputy, reviews the packet (to rule out any disqualifying safety concerns or severe cognitive impairment), the defendant is admitted to the program and moved into the JBCT module. Following is a summary of this process.

1.1.B Referrals Determined to be Not Suitable for Admission

CFMG understands that should it be determined, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, the Sheriff’s Office will inform the DSH Contract Manager and the PMU immediately in writing or by phone.

CFMG will adhere to the Best Practices Model for Mental Competency, which provides that it is a best practice to utilize a hospital for competency restoration if:

- The individual is an imminent risk of harm to self or others due to a mental disorder;
- The individual is at significant risk of self-neglect;
- The pathology is unclear and requires close observation to assess and treat;
- A thorough evaluation for malingering is required;
- The individual lacks the capacity to consent to psychotropic medications and is a candidate for involuntary administration of medications for competency restoration; and/or
- Emergency mental health or medical services are likely to be needed.

These criteria will be utilized in evaluating if the patient may be better served in a hospital. However, we do not anticipate needing to refer a patient to a state hospital for a thorough malingering assessment since we have the expertise to do these assessments in the jail.

1.1.C Removal of Patient Inmates No Longer Clinically Suitable

CFMG understands that upon admission, CFMG staff will assess each Patient Inmate to ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. At the discretion of the DSH Contract Manager, and if requested in writing, CFMG and the Sheriff's Office will review and agree upon new Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contra-indicate fast-track jail treatment.

Should CFMG determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, CFMG will contact the DSH Contract Manager to discuss treatment options. CFMG agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.

Should CFMG, the Sheriff's Office, and DSH determine a Patient Inmate should be removed from the JBCT program, CFMG will continue to provide treatment until arrangements are made to admit the Patient Inmate to a state hospital. Within seven days of making this determination, CFMG will also provide the following additional documents to the PMU, including but not limited to:

- Transfer Notification Letter;
- Court Reports, if due or submitted;
- 90-Day Progress Report, if due or submitted;
- Psychiatry Intake Assessment;
- The three most recent Psychiatry Progress Notes;
- Psychology Intake Assessment;
- 30-Day Psychologist Competency Reassessments;
- Social Work/Clinician Intake Assessment;
- Nursing Intake Assessment;
- Informed Consent;
- Medication Orders;
- Laboratory Results, if any: and
- Discharge Summary.

1.1.D Psychological Assessment Protocol

Upon admission to the JBCT program, the Patient Inmate will be given a thorough psychological and competency work-up by the Psychologist, who will also administer a battery of tests and develop a Restoration Plan. The Psychologist will conduct additional testing if certain cognitive impairments or malingering diagnoses are in question. The psychological work-up includes:

- A clinical interview whereupon psychosocial, psychiatric, legal history information is obtained and a Mental Status Exam (MSE) is conducted. An assessment of barriers to competency is also conducted.
- Psychological testing using standardized psychological tests; further personality testing using the Psychological Assessment Inventory (PAI); and neuropsychiatric screening for

Traumatic Brain Injuries, Dementia, or other Cognitive Deficits, if indicated. Possible tools that may be used:

- Mini-Cog
- Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)
- Wide Range Achievement Test-4 (WRAT-4)
- An assessment of trial competency. Possible tools that may be used:
 - Competency Assessment to Stand Trial for Defendants with Mental Retardation (CAST-MR)
 - Georgia Court Competency Test (GCCT)
 - Evaluation of Competency to Stand Trial-Revised (ECST-R)
 - Competency Assessment Instrument-H (CAI-H)
 - Competency Screening Test (CST)
 - Fitness Interview Test (FIT)
 - MacArthur Structured Assessment of Competence- Criminal Defendants (MacSAC-CD)
 - MacArthur Competency Assessment Tool-Criminal Adjudication (MacCat-CA)
 - Computer Assisted Determination of Competency to Proceed (CADCOMP)
- Assessment of Malingering. Possible tools that may be used:
 - Miller Forensic Assessment of Symptoms (M-FAST)
 - Structured Interview of Reported Symptoms, 2nd Edition (SIRS-2)
 - Test of Memory Malingering (TOMM)
 - Test of Malingering Incompetency (TOMI)
 - Georgia Atypical Presentation (GAP)
 - Structured Inventory of Malingered Symptoms (SIMS)
 - Inventory of Legal Knowledge (ILK)

Psychiatric Assessment

The Psychiatrist will complete a Comprehensive Psychiatric Assessment, which will include a review of the psychiatric history as provided by the Patient Inmate's medical records and in talking to the Patient Inmate. A complete mental status screening will be performed, as well as evaluation of current and past medications and their efficacy. The Psychiatrist will also complete the Brief Psychiatric Rating Scale (BPRS), the Abnormal Involuntary Movement Scale (AIMS), and a risk assessment instrument that has been approved by DSH.

At the conclusion of this evaluation, the Psychiatrist will develop the initial plan of care to include psychotropic medications, and will document the Patient Inmate's ability to provide informed consent for admission and treatment. The Psychiatrist will also determine if there are any acute or life-threatening symptoms that need to be addressed immediately. If so, arrangements will be made for transfer to an appropriate facility after consulting with DSH.

Clinical Assessment

The clinician will complete a competency-focused Clinical Assessment in accordance with DSH standards, to include:

- Competency-related family history
- Developmental history
- Medical and psychiatric history
- Intellectual and emotional functioning
- Home and neighborhood environment
- Alcohol and illicit drug usage
- Prescription drug abuse
- Relationship, intimacy and sexuality issues
- History of violence
- Legal issues
- Religion
- Education and vocational history
- Health practices
- Current significant relationships
- Support systems
- Problem-solving capacity
- Financial situation
- Housing and transportation issues
- Use of community services
- Strengths

Psychological Assessment

CFMG will ensure that a Psychological Assessment will be completed by a forensically trained Psychologist within five working days of admission. The Psychological Assessment will include:

- Clinical interview
- Mental status examination
- Review of available records
- Review of the psychiatry, clinical, and Competency Trainer evaluations
- Review of the assessment of competency that led to the individual's admission to the program, with a focus on understanding the barriers to competency
- Review of the Brief Psychiatric Rating Scale (BPRS) and DSH's Behavioral Observation Log, which identifies Target Behaviors, Function of Behaviors, Triggers, Reinforcers, and Punishers (when available)
- Screening for the possibility of malingering of psychiatric symptoms using the Miller Forensic Assessment of Symptoms Test (M-FAST)
- Screening for cognitive deficits using the Mini Mental Status Examination (MMSE), Montreal Cognitive Assessment (MoCA), or Cognistat
- Screening for suicide risk using the Columbia-Suicide Severity Rating Scale (C-SSRS) or other valid and reliable measures
- Opinion regarding competency status
- Treatment and disposition recommendations

Competency assessments will be completed pursuant to Penal Code section 1370 *et seq.* As needed, the Psychological Assessment will include use of a specialized competency assessment tool, such as the MacArthur Competency Assessment Tool-Criminal Adjudication (MacCAT-CA), Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR), Evaluation of Competency to Stand Trial (ECST-R), or Fitness Interview Test-Revised (FIT-R). Based on the results of the Psychological Assessment, additional psychological testing may be warranted for improved diagnostic clarity, solidified understanding of barriers to achieving competency, further probing of malingering if screening indicates a need, and treatment planning.

In addition to the psychodiagnostic assessment, the Patient Inmate will be interviewed on his or her knowledge of the courts, including but not limited to the roles of court personnel, plea options, the adversarial nature of the trial process, plea bargaining procedures, and the use of evidence and witnesses. The Patient Inmate's ability to weigh legal options; attend to, retain, and apply learned information; and act in his or her own best interest will also be evaluated. The Patient Inmate's symptoms will be linked to competency strengths and barriers and detailed in the assessment report to determine treatment plan and guide the treatment team on targeting symptoms specifically affecting competency to stand trial.

In the Psychological Assessment report, the Psychologist will make recommendations for the treatment plan. The initial assessments will be used to make recommendations for treatment, transfer, or further assessment.

Description of Assessment Measures

The Miller Forensic Assessment of Symptoms (M-FAST) is a 25-item instrument that screens for malingering of psychiatric symptoms. The M-FAST scales evaluate response styles that help to differentiate individuals who are fabricating psychopathology from those who are genuinely mentally ill. The M-FAST scales include:

- Reported vs. Observed Symptoms
- Unusual Symptom Course
- Extreme Symptomatology
- Negative Image
- Rare Combinations
- Suggestibility
- Unusual Hallucinations

The Cognistat is an individually administered screening measure that assesses attention, language, constructional ability, memory, calculation skills, and executive functioning (i.e., reasoning and judgment). The measure takes 20-30 minutes to administer. In 2005, Rabin, Barr and Burton reported that Cognistat was the most used screening test and one of the top 20 test instruments used in the United States and Canada. It continues to be widely used today as a sensitive measure of cognition that is quick to administer. As a screening test, it is not used to make diagnoses, but to enable the Psychologist to determine that additional testing is needed.

The Columbia-Suicide Severity Rating Scale (C-SSRS) is a semi-structured, rater-based interview to prospectively assess the severity and frequency of suicidal ideation and behaviors. The C-SSRS identifies the full range of suicidal ideation and behavior, was developed to monitor change over time, and is suitable for assessment of suicidal ideation and behavior in clinical settings by any practitioner. The Screen Version is initially administered to determine the presence of suicidal ideation, plan, and intention, as well as the necessity of administering the full rating scale or the risk assessment version.

The Montreal Cognitive Assessment (MoCA) is a widely-supported rapid screening measure of mild cognitive dysfunction. The MoCA assesses the neuropsychological domains of attention

and concentration, executive functioning, memory, language, visuoconstructional skills, conceptual thinking, calculations, and orientation. Research has shown greater reliability and consistently improved psychometric strength compared with the Mini Mental Status Examination (MMSE), and greater accuracy in differentiating between cognitive disorders, such as mild cognitive impairment and dementia.

Interdisciplinary Treatment Team Meetings

No later than the seventh workday after arrival, CFMG will schedule an interdisciplinary treatment team meeting to develop a treatment plan based on the Patient Inmate's strengths and areas of development as identified in the collective assessments. The treatment team will be led by the Psychologist/Program Director and will include the Psychiatrist, Clinician, Competency Trainer, and designated custody representative.

The treatment team will formulate an individualized psychosocial treatment and activity plan for each patient that focuses on competency restoration. The treatment team will conduct further assessments, provide ongoing treatment, and coordinate disposition. The treatment plan may be altered as the team learns more about the Patient Inmate and/or as the Patient Inmate improves through treatment. The treatment team will update the medication and psychosocial treatment plans weekly.

Cultural or Language Barriers: The treatment team will coordinate return to court within 10 calendar days with an updated Competency Evaluation, referral for clinical services, and intervention recommendations. Until transfer, patients will participate in psychoeducation groups and recreation, as appropriate and feasible.

Already Competent: Sometimes, Patient Inmates return to competency prior to being admitted to the JBCT program, or shortly after admission, due to being detoxed and/or stabilized on medication. In those cases, CFMG will coordinate the Patient Inmate's return to court within five calendar days with an updated Competency Evaluation and treatment recommendations. Patients will participate in groups, recreation, and individual sessions until transferred to court, or back to the general mental health program.

Diagnostic Clarification (when Malingering Suspected): When malingering of psychiatric symptoms, cognitive impairment, or incompetency is suspected, the Psychologist will complete a comprehensive malingering assessment using well-validated, updated measures of malingering. The assessment will include historical information, record review, collateral information, review of the Behavioral Observation Record, and psychological testing as needed. This assessment will be used to determine if the patient is likely to be malingering. CFMG will coordinate transfer back to general programming within five calendar days for patients who are determined to be purely malingering.

Patient Inmates determined to have legitimate competency deficits will be evaluated by the JBCT staff, who will develop a treatment plan based on the Patient Inmate's individual treatment and competency training needs.

Psychotic or Otherwise Psychiatrically Compromised: The Psychiatrist will conduct a medication evaluation and initiate a medication regimen geared toward rapid restoration of competency, as medically appropriate. The treatment team (led by the Psychologist/Program Director and including the Psychiatrist, Clinician, Competency Trainer, and designated custody representative) will also establish an individualized psychosocial treatment and activity plan, with a focus on competency restoration, to augment medication management. The treatment team will update the medication and psychosocial treatment plans weekly and will document:

- Ongoing medication adjustments and monitoring
- Psychosocial interventions
- Competency status
- Opinion regarding restorability
- Recommended disposition (e.g., retain in JBCT program for further stabilization or transfer to state hospital)

Behavioral Dyscontrol-Uncooperative: The Psychiatrist will complete a medication evaluation and initiate a medication regimen. During this timeframe, the treatment team will develop an individualized treatment plan, grounded in behavioral principles, that includes a structured program of evidence-based interventions that include distress tolerance, interpersonal and emotional regulation skills, and motivational interviewing. The program will focus on competency restoration and constructive management of the individual's legal situation. This plan will be revised weekly or more often, as clinically indicated. When appropriate, individualized incentive plans or behavior plans will be initiated.

Cognitively Impaired: The Psychologist will complete a cognitive assessment and identify cognitive deficits impacting competency restoration. Based on the assessment, the treatment team will develop an individualized psychosocial treatment, cognitive rehabilitation, and activity plan focusing on competency restoration. The Psychiatrist will conduct a medication evaluation and initiate a medication regimen to augment psychosocial interventions as warranted. The treatment team will update the medication and psychosocial treatment plans weekly and document:

- Medication adjustments and monitoring
- Cognitive rehabilitation
- Psychosocial interventions
- Competency status
- Opinion regarding restorability
- Recommended disposition:
 - Retain in JBCT program for further stabilization
 - Return to jail as competent
 - Evaluate for return to jail as not restorable for court disposition
 - Evaluate for transfer to state hospital
 - Other intervention as clinically indicated

Coordination of transfer will be made within five days of disposition determination.

Cognitively Impaired No Substantial Likelihood of Regaining Competency: When applicable, the treatment team will initiate a disposition evaluation to determine whether the patient should be returned to jail as not restorable or transferred to the state hospital. Until transfer, the team will provide psychosocial treatment and medication management consistent with the patient's treatment needs. Arrangements for transfer will be coordinated within five days of disposition determination.

Additional Psychological Testing

Additional psychological testing may be conducted to clarify barriers to competency restoration (e.g., intellectual deficits or learning disabilities), to identify an individual's response style (e.g., exaggeration or fabrication of symptoms), and to identify dynamic risk factors that need to be addressed in treatment (e.g., active symptoms of mental illness, impulsivity, negative attitudes). The Psychologist will also attempt to obtain collateral information.

Depending on the results of the Psychological Assessment and the Patient Inmate's treatment plan, intelligence testing, neuropsychological screening, neuropsychological testing, tests of malingering, and/or personality assessments may be conducted. All psychological tests will be kept in a locked cabinet to maintain the security of the testing materials.

When cognitive functioning needs to be further evaluated, the Psychologist will utilize the most recent version of one or more of the following tests:

- Wechsler Adult Intelligence Scale (WAIS-IV)
- Wechsler Memory Scale (WMS-4)
- Wide Range Achievement Test (WRAT-4)
- Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)
- Wisconsin Sorting Test
- Mattis Dementia Rating Scale 2 (DRS-2)
- Trail Making Test

If a patient is suspected of having malingering psychiatric symptoms, cognitive impairment, or incompetency to stand trial, depending on the nature (i.e., cognitive or psychotic) of the suspected feigned pathology, the Psychologist will administer one or more of the most recent version of the following measures:

- Structured Interview of Reported Symptoms (SIRS 2) – for suspected feigning of psychiatric symptoms
- Atypical Presentation Scale from the ECST-R – for suspected feigning of psychiatric symptoms
- Test of Memory Malingering (TOMM) – for suspected feigning of cognitive symptoms
- Validity Indicator Profile (VIP) – for suspected feigning of cognitive symptoms
- Inventory of Legal Knowledge (ILK) – for suspected feigning of deficits in legal knowledge

- Other reliable and valid test of malingering depending on the symptoms suspected of being feigned

The Psychologist may also administer personality or symptom measures for diagnostic clarification and treatment planning, including the most recent version of one or more of the following:

- Personality Assessment Inventory (PAI)
- Minnesota Multiphasic Personality Inventory (MMPI)
- Beck Depression Inventory
- Beck Anxiety Inventory
- Beck Hopelessness Scale
- Millon Clinical Multiaxial Inventory (MCMI)

The results of psychological testing, particularly testing designed to detect malingering, are always interpreted in the context of behavioral observations from all team members. As soon as a patient has shown a significant level of improvement, a request will be made by the team to the Psychologist to complete an updated competency assessment.

1.1.E Individualized Treatment Program

When specific deficits that resulted in incompetency are identified, the Psychologist will conduct an objective competency assessment. These deficits will be individually listed in the Patient Inmate's treatment plan and will be aggressively targeted throughout the patient's treatment course. The Psychologist will use current standardized competency assessment tools, such as the MacArthur' Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.

CFMG will provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context. We will tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program will be listed in the individual treatment plan and addressed by specific treatment interventions.

The treatment teams will conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

Treatment Planning

CFMG is an experienced provider of and will provide individualized medication, psychosocial treatment, and activity plans for individuals who are incompetent to stand trial. CFMG clinical leaders will train clinical staff to develop treatment plans with input from the patient that include specific issues from assessment results, short-term and long-term goals/objectives that are

specific, measurable, attainable, and relevant; in addition to, interventions with the responsible team member and frequency.

An individualized treatment plan will be developed by the multidisciplinary treatment team and coordinated by the Clinician based on the psychiatric, competency, psychosocial needs, and strengths that were identified through the assessments. Treatment plans will be individualized, person-centered, achievable, measurable, and age appropriate. The Patient Inmate and his or her family or support system will be invited to participate in treatment planning to the extent possible. The comprehensive treatment plan will be developed within seven days of admission. The treatment team will meet to review the treatment plan and to revise it as needed at least every seven days.

The treatment plan will be comprehensive and include treatment goals relative to restoration of competency, realistic and observable objectives, and specific interventions labeled with the provider responsible and timeframe attainment. It will be appropriate to the needs of the individual and will be directed toward restoring competency to stand trial. The specific competency-related deficits that led to the individual's placement into the program will be listed in the treatment plan and addressed by specific treatment interventions. Treatment plans will conform to DSH IST protocols and will contain:

- A list of all mental health and medical diagnoses for the Patient Inmate with notation as to which diagnoses will be treated in the program
- A list of issues that are to be addressed during the Patient Inmate's admission
- Short-term and long-term goals and measurable objectives for each issue, and specification of how each goal relates to barriers to competency and discharge
- Specific active treatment modalities/interventions to address each goal/objective and frequency
- The team member(s) responsible for providing each intervention
- Timeframes and measures to evaluate progress
- Medication plan
- Signatures of members of the team, including the Patient Inmate

The Psychiatrist will conduct a medication evaluation and review/update the medication plan every seven days for individuals who are prescribed psychotropic medications or for whom psychotropic medication treatment is warranted. The Psychiatrist will consider involuntary medications for those patients who require stabilization but refuse medications and will document rationale for the decision.

Case conferences to reassess each Patient Inmate's progress toward restoration of competence and other treatment goals will be conducted weekly by the Psychologist/Program Director and will include the Psychiatrist, Clinician, Competency Trainer, and designated custody staff. The Patient Inmate and his or her family or support system will be invited to participate in case conference meetings to the extent possible. The Patient Inmate's perspective on his or her progress will be elicited, and further input into his or her goals and needs will be requested and incorporated.

CFMG supplements evidenced-based psychopharmacology and competency restoration activities (educational groups, mock court, individual competency sessions, and competency study materials) with additional empirically validated treatments that help our patients to:

- Tolerate distress and regulate emotions
- Improve relationships and communication
- Strengthen problem solving and decision-making skills
- Understand their illness
- Adhere to treatment
- Cope with stress
- Establish and maintain a healthy lifestyle
- Employ relaxation to aid recovery
- Learn new material
- Incorporate feedback
- Increase motivation and willpower
- Tolerate frustration
- Use forethought
- Analyze and choose one's own thought patterns
- Apply court concepts to one's own legal situation
- Choose healthy behaviors

Program Schedule

CFMG will provide competency restoration services five days per week and encourage Patient Inmates to study competency materials on the weekend. Each day, one group will focus on competency education and/or rational decision making in the legal context. Additional groups will be offered on a daily basis that are relevant to competency and mental health, such as relaxation training, coping skills, and cognitive behavioral treatment. Each week, the Patient Inmate will also participate in one or more individual sessions focused on competency restoration and other treatment needs.

Each Patient Inmate will be assigned an individualized treatment schedule based on his or her treatment plan. The schedule will be patient-centered and will be adjusted with progress. Patient Inmates who are developmentally delayed may undergo individual competency sessions.

1.1.F Multi-modal, Experiential Competency Restoration Educational Experience & Components

CFMG's competency restoration training is sensitive to individuals' learning styles and uses a variety of different activities to present information in different ways. The Competency Trainer will provide educational material presented in a multi-modal format using discussions, reading materials, lectures, individual instructions, role-playing, videos, mock trials, etc. Elements of the defendant's court proceedings will be addressed, such as:

- Criminal Charges
- Severity of Charges – Felony vs. Misdemeanor
- Sentencing
- Pleas – Guilty, Not Guilty, Nolo Contendere, Not Guilty by Reason of Insanity; Plea Bargaining
- Roles of Courtroom Personnel
- Evaluating Evidence
- Adversarial Nature of the Trial Process
- Court Room Behavior
- Assisting Counsel in Conducting a Defense
- Probation and Parole

Competency Restoration Training and Learning Styles		
<u>Learning Style</u>	<u>Activity</u>	<u>Description/Goals</u>
Auditory	Lectures and discussions	<ul style="list-style-type: none"> • Focus on the importance of disclosing information to attorneys • Discussing possible punishments that could follow guilty verdicts
Kinesthetic	Role-playing	<ul style="list-style-type: none"> • Play arrest scenarios to learn about legal rights • Emphasize the process of exchanging information with counsel, weighing this information, and reasoning toward possible decisions in relevant areas
	Mock court hearings	<ul style="list-style-type: none"> • Practice appropriate courtroom behavior • Learn court procedures and terminology
	Competency games	<ul style="list-style-type: none"> • Games using legal terminology are used to develop knowledge of sanctions, the adversarial process, and types of pleas
Visual	Watching court scenes in movies and television	<ul style="list-style-type: none"> • Develop knowledge of legal terms and how to effectively participate in the court process • Discuss the relevant legal issues and appropriate and inappropriate courtroom behaviors displayed in the videos
Reading-Writing	Reading vignettes	<ul style="list-style-type: none"> • Learn about criminal charges and possible consequences

Individual study materials will be provided to Patient Inmates to provide additional exposure to the competency material between groups. Individuals with poor literacy skills will review the study materials orally in individual competency sessions.

CFMG will provide additional learning experience through increased lecture time, as well as individual instruction, to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material. Additionally, those with cognitive impairment may participate in cognitive retraining exercises as part of their supplemental group treatment.

1.1.G Medication Administration and Consent

While providing education to patients who are incompetent to stand trial is necessary, in the majority of cases, such treatment may not be sufficient to restore competency. In addition to competency groups, competency classes, and individual sessions, intensive psychiatric treatment is needed.

Achieving better control of psychotic symptoms through use of appropriate psychotropic medications at the most effective dosages will impact competency in a number of ways:

- Control of psychotic symptoms will improve the Patient Inmate's ability to consult with his or her lawyer with a reasonable degree of rational understanding
- Control of psychotic symptoms will help the Patient Inmate to manifest appropriate courtroom behavior, testify relevantly, and focus attention to learn competency material
- Functional legal capacities will be addressed by improving relevant capacities and skills such as communication, clearer thinking, ability to weigh risk and benefits, and ability to apply these towards making a decision

CFMG believes in immediate medication stabilization so the restoration process is not further delayed. Stabilization through medication will require strict monitoring of side effects and compliance. The success of any restoration to competency program lies in how well the treatment team can stabilize a Patient Inmate on their medications and correspondingly, how well a Patient Inmate can then engage in therapeutic tasks. When a Patient Inmate is stable and able to engage with his or her environment or a therapeutic milieu, the Patient Inmate can be on his or her way to being restored.

Upon admission to the JBCT program, the Patient Inmate will be given a thorough medication evaluation by the Psychiatrist and will immediately be stabilized on medications as deemed appropriate. If a Patient Inmate refuses to take medications, the Psychiatrist will work with Jail administration to present the Patient Inmate's case to the Judge and will subsequently obtain an order for involuntary medications.

IST patients often lack the capacity to give informed consent for treatment. Therefore, it is essential that treatment decisions are addressed per local hospital and state law policies. The restoration to competency team will provide strategies to motivate and incentivize patients to adhere to treatment and be compliant with medications.

CFMG will make efforts to obtain informed consent from the patient for antipsychotic medications should the patient withdraw his or her consent or if involuntary antipsychotic medication was not ordered and the treating Psychiatrist determines it has become medically

necessary. CFMG will notify DSH if the treating Psychiatrist is unable to obtain informed consent and believes the patient lacks the capacity to make decisions regarding antipsychotic medications pursuant to Penal Code Section 1370, subdivision (a)(2)(B)(i)(I) or if the patient is a danger to others pursuant to Penal Code Section 1370, subdivision (a)(2)(B)(i)(II). An assessment will be made by a Psychiatrist as to the Patient Inmate's current mental status and will provide an opinion as to whether the patient meets the criteria for involuntary medications. The treating Psychiatrist will fill out the certification in accordance to Penal Code Section 1370, subdivision (a)(2)(C) and will work with County Counsel to provide the necessary information and testify in court as needed.

1.1.H Suicide Prevention/Adverse Events

Suicide is a leading cause of death in jails, and CFMG takes suicide awareness and prevention very seriously. CFMG will use its established Suicide Prevention Program based on policies and procedures that address education, screening, intervention, special needs treatment plans, and ongoing care. The program includes enhanced staff training, assessment using the Columbia Suicide Severity Rating Scale, and monitoring of inmates at increased risk for suicide. CFMG staff will also provide support to those who have been affected by suicide and may need help adjusting to the situation.

Enhanced Staff Training

CFMG training for clinical staff includes an intense focus on suicide prevention, and emphasizes the importance of communication and team work between clinical and custody personnel. We train both clinical and custody personnel to recognize when a patient is in need of emergency mental health care, based on questions asked during the intake screening, identified risk factors, and any warning signs of self-harming behavior.

Ongoing and frequent staff training on suicide prevention is central to the CFMG Suicide Prevention Program. Suicide prevention training is a mandatory part of CFMG new employee orientation and is also required annually for all CFMG employees and subcontractors. As part of our continual focus on suicide prevention and awareness, CFMG Regional Mental Health Directors distribute monthly suicide prevention bulletins to the entire company.

Sample Monthly Suicide Prevention Bulletin

Mental health professionals (MHPs) have an extremely important and sometimes very difficult and daunting responsibility to assess and assist patients to prevent suicide. There are a number of risk and protective factors that must be considered when determining risk. Risk factors are characteristics of a person or his or her environment that increase the likelihood that he or she will die by suicide, whereas protective factors are personal or environmental characteristics that help protect people from suicide.

Example Risk factors:

- Prior suicide attempt
- Family history of suicide
- Feelings of hopelessness
- 1st incarceration
- Intoxicated or detoxing
- Mental health history

Example Protective factors:

- Family and/or social supports
- Reasons for living
- Future oriented/Goals
- Self-esteem
- Coping Skills
- Problem solving skills

MHPs assist potentially suicidal patients to identify risk and protective factors while working collaboratively with them to identify coping skills, reasons for living, and a plan for when he or she may be feeling suicidal. Being able to document successful collaborative safety planning may benefit the employee and company with regards to liability, and provides the patient with an individualized plan aimed to prevent suicide.

1.1.I Data Deliverables

CFMG will use the standardized data collection template provided by the DSH. We will complete and submit this data collection to the DSH on a weekly basis within the timeframe determined by the DSH. CFMG will also submit daily census reports to the DSH upon the first Patient Inmate admission, unless otherwise requested by the DSH.

CFMG will collect patient-specific data throughout the assessment and treatment continuum and will submit reports representing patient-specific and aggregated data as required by DSH on a weekly, monthly, and quarterly basis, as well at the end of the contract term.

Beginning with admission of the first patient, CFMG will submit daily census reports to DSH. Data elements listed below and any other data elements identified by DSH during the contract term will be collected in real time and submitted to DSH weekly according to the deadlines defined by DSH, in a common electronic file format and using the standardized data template stipulated by DSH:

- Patient Name
- Case Number
- Booking Number
- Gender
- Date of Birth
- Ethnicity
- Languages Spoken
- Interpretive Services Utilized, by type
- Referring County
- Admission Date
- Were Involuntary Medications Ordered
- IMO Effective Date/1370 Commitment Date
- Did Patient Receive Involuntary Medications
- Date Involuntary Medications Initiated
- Disposition of Discharge/Transfer
- Reason for Discharge/Transfer
- Date referred to DSH for

- Commitment Date
- Packet Received Date
- Packet Completed Date
- Reason for Ongoing Pending Status
- Screening Evaluation Completed Date
- Screening Outcome
- Reason for Screening Rejection
- Discharge/Transfer
- Discharge/Transfer Date
- Discharge/Transfer Location
- Reason for Delayed Discharge
- Date ROC Certificate Submitted to Court
- Primary Diagnosis at Admission
- Diagnosis at Discharge
- Diagnosis of Malingering (Yes/No)

1.1.J Summary Performance Report

CFMG will submit a summary performance report within 30 days of the end of the contract term. The summary performance report will include all information required as part of the DSH's standardized data collection template, as well as:

- The total number of individuals restored to competency;
- The average number of days between program admission and discharge;
- The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
- The cost per cycle of treatment;
- A description of all implementation challenges; and
- Special incident reports and notification to the DSH of emergencies.

1.1.K Reporting Requirements

CFMG will submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment or sooner if otherwise ordered by the committing Court. The report will include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or assist counsel in the conduct of a defense in a reasonable manner.

The treatment team will provide the Court 30, 60 and 90-day summary reports of the Patient Inmate's progress and/or a recommendation for restorability as collaboratively determined by the treatment team and as written and certified by the Psychologist.

CFMG will verbally report any escape within 24 hours to the committing Court, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager. CFMG will provide a written report within five business days of the escape.

CFMG will report via phone or email to the DSH Contract Manager when a Patient Inmate who is currently receiving treatment in the JBCT program is involved in a Serious Incident, including but not limited to causing serious harm to self or others or committing a new felony offense. Such reporting will take place within 24 hours of the Serious Incident. CFMG will respond to

Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of Patient Inmates. We will maintain a Serious Incident file that is separate from the Patient Inmate record.

CFMG will file a certificate of restoration with the committing court when the Psychologist determines the patient has regained mental competence.

1.2 Treatment Protocol

1.2.A JBCT Programming

CFMG's felony JBCT program is a treatment-intensive, milieu-based model that quickly facilitates competency through group and individual therapy and intensive medication treatment. Through the provision of individualized, intensive, interactive, and targeted treatment, CFMG is able to restore individuals to competency in an effective and timely manner. Individual and group competency restoration services will be offered, and there will be an emphasis on rational decision making in legal proceedings. Psychotropic medications, competency groups, mock courts, individual competency sessions, and competency study materials will be used to address the capacities related to competency.

In 2012, the National Judicial College brought together a panel of judges, lawyers, policy makers, court managers, Psychologists, and Psychiatrists who are experts in competency restoration to assemble a best practice model for most effectively and efficiently working with mental incompetency in the criminal justice and mental health systems. CFMG has confirmed that its approach to competency assessment and competency restoration is consistent with this best practice model. Following award, CFMG will provide a copy of the overall program plan and schedule (and any subsequent modifications) to the DSH Contract Manager for approval.

CFMG will use evidence-based processes and materials for providing competency training to patients committed as incompetent to stand trial. Competency restoration services will be available in a number of formats. CFMG's success at decreasing the number of days to achieve improvement in competency-related abilities in multiple states has been based on several factors, including:

- Establishing a culture where patients and staff understand that improving competency-relevant capacities is the primary treatment goal
- Setting a precedent for a culture of medication compliance by initiating open and informative conversations about medications from the day of admission and providing medication education in a group format in which patients learn from each other's experiences with medication
- Maintaining an aggression-free environment in which patients are invited during orientation to participate in a program in which their peers have also expressed their intention to refrain from the use of aggression; the explicit buy-in of patients to participate in safe and peaceful programming has promoted an environment in which treatment progress is maximized
- Involving staff across disciplines in addressing competency

- Providing treatment for competency restoration in different formats that complement patients' learning styles and individual needs

CFMG is and will stay committed to providing the most up-to-date and effective approaches to competency restoration, and symptom and risk reduction. CFMG clinical leadership will provide training to program staff on new approaches and strategies as they become available. CFMG also uses nationally and internationally recognized consultants to stay abreast of new approaches so that we can emerge as leaders in these areas.

Milieu and Behavior Management

To promote rapid restoration of competency, the CFMG JBCT program will create a therapeutic "restoration" milieu that is safe, structured, organized, supportive, and conducive to treatment. Our model emphasizes structure, clear and consistent expectations, and supportive interactions. CFMG's Competency Restoration Specialists and other staff communicate to patients that restoration is the primary objective of participation in the program, and unit decorations (such as posters) are used to emphasize this theme.

Staff Selection

CFMG will carefully select Treatment Team members based on their education and clinical experiences, while taking into consideration each candidate's unique personal attributes and attitudes. CFMG looks for team members that are optimistic, inspire hopefulness, are creative, lack fear or prejudice when confronted with bizarre, unconventional behavior, provide daily contact, set limits, share control, and provide effective education.

Staff Training

CFMG will train Program staff on the best practices, such as, to treat all Patient Inmates fairly, honestly, and with respect, dignity, and cultural competency. All program staff will receive training on patients' rights and therapeutic boundaries during initial orientation with annual updates. Patient Inmates will be surveyed about how they are treated to ensure that staff are meeting expectations in these areas.

One key to a safe environment is the development of positive relationships between staff and patients, which requires training staff on communication skills and therapeutic boundaries. Training related to relationship skills is also provided to patients as a part of their group programming.

While the Competency Trainer will lead most competency groups, mocks courts, and competency games, all staff will be trained to play a role in competency restoration efforts. Our experience teaches us that such a focused treatment approach creates a high level of consistency among all the members of the treatment team with each of the patients. Patients find that they can discuss competency material with any staff member at any time and are met each time with a professional who is highly informed of competency matters. This has strengthened our relationships with our patients and further emphasizes our common goal to restore patients to competency in as thorough and efficient a manner as possible.

Approach to Care

The CFMG JBCT program will embrace a trauma-informed approach to treatment. The principles of a trauma-informed care include ensuring a safe environment, providing an atmosphere of trustworthiness, maximizing patient choice, collaborating and sharing decision-making with patients, and prioritizing patient empowerment and skills building.

Consistent with trauma-informed care and best practices, the JBCT program will use a comprehensive, integrated approach to preventing aggression. CFMG and custody staff will utilize verbal de-escalation techniques, and if necessary, custody staff will intervene when the behavior of an individual poses a threat of harm to self or others. This approach dictates that staff (including custody staff) use the least restrictive means possible to manage maladaptive behaviors.

Our successful approach to care is based on responding to changes in a patient's behavior or mental status before the situation escalates into a crisis. Depending on the nature of the behavior issue (including risk for escape or aggression), unmet relational needs, or mental health needs, this response may include:

- Informing others (including the assigned deputy) of the change in behavior or issue of concern
- Increased monitoring of the behavior
- Discussion with the patient about the behavior change
- Unscheduled treatment team meetings
- Medication change
- Change in program schedule
- Development of an Individualized Incentive Plan or Specialized Behavior Plan

In addition to addressing a patient's maladaptive behaviors, CFMG staff will also reinforce adaptive, pro-social behaviors on a daily basis. To increase opportunities for positive interactions between patients and staff, it is critical that all clinical and administrative staff spend time daily on the living area/pod. This practice allows staff to model pro-social behavior, observe patient behavior outside of group and individual contacts, and to respond to patient needs in a consistent and proactive manner.

One of the primary roles of the treatment team is to model pro-social behaviors and to encourage adaptive communication and decision-making. Our experience has taught us that it is also important to have special activities that patients can earn based on engaging in adaptive behaviors. The program will include a weekly activity that occurs at the end of the week, which typically involves a game, movie, and/or food, that the patients earn through engaging in adaptive and pro-social behaviors and exceeding the basic expectations of the program. This focus on reinforcing adaptive, pro-social behaviors has shown a positive influence on patient motivation and engagement.

Programs and Services to Promote Adaptive Behaviors

A variety of meaningful activities will be offered daily to encourage proactive social behavior and adaptive coping skills since an active, appropriately structured program schedule helps to

maintain a safe environment. Patient Inmates will interact in activities and have a chance to test the new communication and coping skills they have learned. Patient Inmates will be expected to assume a role in maintaining the environment and their assignments will be in accordance to capabilities. This promotes feelings of self-responsibility and is consistent with the principle of self-governance, which refers to the development of self-responsibility and appropriate interdependence with peers.

Patient Inmates will participate in decision-making regarding milieu issues during community meetings and/or team-building activities. The culture of our programs, with a focus on active treatment and respect for patients, emphasizes autonomy and discourages aggression. Immersion in this culture begins upon admission to the JBCT program. The program will also emphasize successful re-entry, which is discussed throughout the program and helps to build investment in the program, along with hope for rapid restoration and symptom resolution.

Patient Inmates will also be asked to contribute to the therapeutic environment during art groups by completing posters with positive messages regarding recovery that can be posted in the living area/pod and in any multipurpose rooms available to the program, as permitted by Jail policies. Posters on the unit will also focus on competency restoration to reinforce the goals of the program. The JBCT program will have books containing pro-social messages and with a focus on self-improvement, and Patient Inmates will be encouraged to request and read books of interest that pertain to these subjects.

Ultimately, the goal of the JBCT program is to provide a safe and therapeutic environment where rigorous assessments are completed, and a robust competency restoration program is implemented in order to restore individuals to competency to stand trial in a timely manner.

Incentive Plans

Individualized incentive plans will be developed and implemented to address maladaptive behaviors that do not rise to the level of requiring a formal behavioral plan. Individualized incentive plans use positive reinforcement to shape alternative, adaptive behaviors. When maladaptive behaviors are identified in a patient, the treatment team identifies methods for intervention. The treatment team will then discuss the plan with the Patient Inmate and identify his or her preferences for possible incentive items (e.g., food items, additional time for recreational activities, etc.). Specific interventions will then be utilized to modify the target behavior(s). This will be documented in the Patient Inmate's progress in weekly clinical notes (including target behavior, number of incentives given per week, and plan for discontinuation) and the Clinician will document accordingly in the treatment plan and weekly treatment plan reviews.

The weekly incentive program is designed to structure expectations for the Patient Inmate's programming behavior. By linking the special activities to specifically delineated objectives within the treatment plan (e.g., interacting with staff and peers and engaging actively in programming), patients are provided with consistency and structured reinforcement. Patient Inmates will be provided with an orientation session and a brochure on guidelines for participating in the incentive program.

Expectations include active and appropriate group and individual session participation and engaging in effective activities of daily living and pro-social chores and responsibilities on the unit. Each week, Patient Inmates will receive a scorecard that they are responsible for carrying and turning in to staff for signatures throughout the week. The incentive program focuses on individualized recovery through staff's therapeutic considerations of each patient's capacities and challenges when awarding signatures. Kings County's JBCT program will benefit from having a provider who has already established a successful incentive structure with target behaviors and reinforcers.

Specialized Behavioral Plans

If a Patient Inmate engages in maladaptive behaviors that do not respond to redirection, the treatment team will address these behaviors in an individualized manner. A team meeting may be held to discuss the causes for the behavior and to determine whether additional interventions need to be added to the treatment plan. The team will address underlying causes for aggressive behavior and other maladaptive behaviors with the Patient Inmate. A Specialized Behavior Plan will be implemented, as needed, if the incentive plan in the treatment plan is not sufficient to address the behaviors of concern. Over the past 20 years, CFMG has designed and implemented Specialized Behavioral Plans for patients who demonstrate specific behaviors that interfere with treatment and/or put others at risk, such as aggression toward others, self-injurious behavior, and other maladaptive behaviors.

If a Patient Inmate is a candidate for participation in the Specialized Behavioral Plan, the Psychologist will complete a Functional Analysis of Behavior. The Functional Analysis identifies stimuli that appear to be maintaining or strengthening the target behavior and clarifies the function or purpose of the target behavior through the collection of data. Following the Functional Analysis, a Specialized Behavioral Plan will be developed by the Psychologist, in conjunction with the treatment team. The plan will be based on information from the Functional Analysis and will include specific interventions to modify the target behavior(s), which will be observable and measurable. There will be input and approval from the team, the Patient Inmate, and the Patient Inmate's family or support system (where appropriate).

The Specialized Behavioral Plan will include the following elements:

- Target Behavior
- Method of Implementation (plan details)
- Adaptive/Replacement Behavior
- Conditions for Discontinuation
- Functional Analysis
- List of all Interventions Attempts
- Identification of Potentially Reinforcing Stimuli

Specialized Behavior Plans also use positive reinforcement to shape alternative, adaptive behaviors.

Anger Management and Relaxation Skills

CFMG recognizes that patients need skills to help them to deal with the frustrations associated with their arrest and placement in the competency evaluation and restoration program. Based on patient and staff surveys at our current JBCT programs, evidenced-based anger management and relaxation training were added to the orientation program. After orientation, the treatment team will help patients to identify triggers to anger and aggression and will work with the patient to identify alternatives to aggressive or dangerous behavior. Patient Inmates will be encouraged to notify staff when they identify triggers and to work with staff to initiate coping skills. This approach empowers individuals to begin to address triggers in a nonaggressive manner.

Partnership Between Clinical and Custody Staff

The CFMG JBCT program will place strong emphasis on coordination and communication between clinical and custody staff. In a jail setting, the relationship between program staff and assigned custody staff is especially important, as is the relationship between custody staff and patients. The custody staff designated to the JBCT program will establish relationships and communication with patients, which will be essential in maintaining a safe and therapeutic environment.

1.2.B Group Therapy

The ability to house IST Patient Inmates in a milieu or group setting is key in facilitating their recovery. The sense of relatedness that can be created in a dorm or group setting satisfies an important psychological need and can promote intrinsic motivation and task engagement. CFMG's Mental Health Clinician and Competency Trainer will facilitate use of the unit milieu and conduct daily community and group programming.

Inmate socialization programs will be delivered in the unit to enhance the milieu, develop socialization skills, and encourage peer interactions and group exercise. These sessions will provide a safe, supervised setting for social interactions so Patient Inmates can learn skills to succeed in the community or open public settings, such as the court room. For some Patient Inmates, these interactions diminish the desire to isolate and can help them develop coping skills, as well as improve their communication and cooperation with other inmates or custody staff.

CFMG's Competency Groups will cover the following information:

- Rational decision-making skills, particularly in the context of legal proceedings
- Criminal charges
- Severity of Charges – Felony vs. Misdemeanor
- Sentencing
- Pleas – Guilty, Not Guilty, Nolo Contendere, Not Guilty by Reason of Insanity
- Dispositions of plea options
- Plea bargaining
- Roles of courtroom personnel
- Adversarial nature of trial process
- Evaluating evidence
- Courtroom behavior
- Probation and parole
- Working with attorneys
- Handling legal stress

Supplemental Groups for Competency Restoration

Our experience has shown us that patients benefit from participation in a number of additional evidenced-based treatment groups, including:

- Psychoeducation
- Cognitive Behavior Therapy (CBT) problem solving
- Cognitive rehabilitation
- Dialectical Behavior Therapy (DBT) skills including distress tolerance, emotional regulation, and interpersonal skills
- Motivational interviewing

CFMG will request DSH approval to add other groups that we have found useful where indicated. Supplemental groups for competency restoration that CFMG uses successfully are described in the following table.

Supplemental Groups for Competency Restoration	
Patient Goal	Evidence-based Groups
Manage Their Symptoms	<ul style="list-style-type: none"> • Cognitive Behavior Therapy (CBT) Group • Co-occurring Disorder Treatment • Cognitive Rehabilitation Group
Understand Their Illness and the Recovery Process	<ul style="list-style-type: none"> • Motivational Interviewing • Psychoeducation • Illness Management and Recovery Group • Medication Education/Management Group • Team Solutions Recovery
Cope with Anger and Stress	<ul style="list-style-type: none"> • Anger Management Group • Stress Management Group • Yoga • Mindfulness-Based Stress Reduction • Coping Skills • DBT Skills Group
Promote Wellness	<ul style="list-style-type: none"> • Solutions for Wellness Group • Team Solutions Recovery
Improve Communication, Social Skills and Problem Solving	<ul style="list-style-type: none"> • Social Skills Group • Anger Management Group

Cognitive Behavior Therapy

Program staff will use evidence-based Cognitive Behavior Therapy (CBT) in an attempt to diminish anxiety, depression, and the delusional thinking that can interfere with competency and increase risk for dangerous behaviors. After a careful assessment process in which the beliefs that underlie the depression, anxiety, delusion(s), and/or hallucinations are identified, patients learn to monitor their thoughts; identify relationships between thoughts, feelings, and behavior; and detect cognitive errors. CFMG uses individual and group CBT to address anxiety, depression, and delusional beliefs that have not been fully controlled by psychotropic medications. As a result of such treatment, patients are more committed to taking their medications, demonstrate an increased understanding that some of their beliefs are not based in reality, and are more willing to look for empirical support.

Illness Management and Recovery Program

CFMG will use the Substance Abuse and Mental Health Services Administration (SAMHSA) Illness Management and Recovery Program to help patients understand their illnesses and to enhance medication compliance. The goals of this evidence-based program are to improve knowledge about mental illness, reduce relapse and re-hospitalizations, cope more effectively and reduce distress from symptoms, and use medications more effectively. An emphasis is placed on helping patients to learn how to collaborate effectively with treatment providers and significant others and to limit the effect their illness has on their functioning so they can achieve

goals that give meaning and fulfillment to their life. The Illness Management and Recovery Program covers the following topics: recovery strategies, practical facts about mental illness, the Stress-Vulnerability Model and strategies for treatment, building social support, using medication effectively, reducing relapses and coping with stress, coping with problems and symptoms, and getting needs met in the mental health system.

Motivational Interviewing

When CFMG Program staff identify individuals as being uncooperative and/or having behavioral issues, Motivational Interviewing (MI) will be a primary treatment intervention. MI is a counseling technique that helps individuals to improve their motivation to participate in treatment, become abstinent, take psychotropic medications, and achieve other goals. MI emphasizes five primary techniques:

- **Expressing Empathy** – Using active listening without offering advice, judgment, or criticism
- **Developing Discrepancy** – Goals are clarified and the discrepancy between the patient’s goals and behaviors are highlighted
- **Avoiding Arguments** – Arguments are viewed as counter-productive since they serve to strengthen beliefs
- **Rolling with Resistance** – The therapist helps the patient to fully explore his or her opinions rather than advocating for a certain outcome or direction
- **Supporting Self-efficacy** – Small, realistic goals are set to foster the realization that change is possible

Emotional Regulation/Anger Management Group

CFMG will use empirically supported, best practices for treatment of anger, such as the SAMHSA Anger Management Group, which is available in English and Spanish. CFMG staff will lead structured, psycho-educational anger management groups for Patient Inmates needing to learn anger control strategies. Group leaders will primarily serve as educators, teaching Patient Inmates about precursors to anger, signs of anger, and costs of anger. They will present strategies to manage anger such as learning relaxation strategies, changing thoughts that intensify anger, and modifying responses to provocation. Patient Inmates will learn to recognize what triggers their anger and will learn coping skills. For those who need more intensive or individualized anger treatment, referral for psychotherapy for treatment of anger issues will also be available.

Dialectical Behavior Therapy

CFMG will provide Dialectical Behavior Therapy (DBT) skills groups since 2000. The core treatment strategies in DBT are validation (showing an understanding of the patient’s behaviors considering his current situation) and problem solving. In group therapy sessions, skills are taught to help individuals to be aware of their experiences and “stay in the moment” (mindfulness skills), to effectively achieve their interpersonal goals (interpersonal effectiveness skills), to change distressing emotions (emotional modulation skills), and to learn to live with the emotions if they cannot be modified (distress tolerance skills). Research has supported the

effectiveness of DBT in decreasing suicidal behavior, therapy-interfering behaviors (e.g., dropping out of therapy), and number of days of inpatient hospitalization.

Interpersonal Skills/Social Skills Group

In Social Skills Group, patients will practice verbal and nonverbal social skills to improve their ability to engage with others. Social skills training will emphasize the learning, performance, generalization, and maintenance of appropriate behaviors through modeling, coaching, and role-playing. The group focuses on improving:

- **Survival Skills** – listening, following directions, ignoring distractions, using appropriate language, rewarding yourself
- **Interpersonal Skills** – sharing, asking for permission, joining an activity, waiting your turn
- **Problem-solving Skills** – asking for help, apologizing, accepting consequences, deciding what to do
- **Conflict Resolution Skills** – dealing with teasing, losing, accusations, being left out, peer pressure

Cognitive Rehabilitation Group

Patient Inmates identified by CFMG Program staff to have cognitive impairment will be provided cognitive retraining exercises designed to train or retrain neural pathways in the brain. Research suggests that cognitive retaining helps to improve quality of life, independence, and other outcomes following brain injuries, especially if therapy is started soon after injury. Cognitive retraining helps patients recover skills in attention, concentration, memory, organization, perception, judgement, and problem solving and to develop compensatory strategies to cope with cognitive deficits.

Solutions for Wellness

With DSH approval, CFMG proposes inclusion of wellness groups in our program. CFMG is experienced in providing mental health wellness programs to patients that provide education on nutrition, food, exercise, self-image and positive relationships using the Lilly Solutions for Wellness and Team Solutions Recovery curricula to provide education on healthy lifestyles and to promote active leisure and recreation activities.

The Solutions for Wellness and Team Solutions Recovery program is based on current scientific knowledge and evidence-based modalities of treatment. The Wellness Program will include education, nutritional counseling (as needed), and exercise. The Solutions for Wellness materials focus on helping patients to make choices that will result in improved health, with emphasis on healthy eating, increasing physical activity, and maintaining a healthy lifestyle.

Wellness Recovery Action Plan

The Wellness Recovery Action Plan (WRAP) is a self-designed prevention and wellness plan that anyone can use to get well, stay well, and live their best life. It was developed in 1997 by Mary Ellen Copeland and a group of people who were searching for ways to overcome their own

mental health issues and move toward fulfilling their life goals and ambitions. It is now used around the world by people in all kinds of circumstances, and promoted by countless healthcare systems because of its effectiveness in managing physical and mental illness, as well as challenging life issues such as career changes, divorce, and the death of a pet or loved one. WRAP is also excellent for those who seek relief from triggers and cravings associated with addiction, and it is now also being used in trauma therapy, such as to empower veterans living with PTSD. WRAP has been studied extensively under rigorous research methods and is listed in the National Registry of Evidence-based Programs and Practices.

WRAP builds upon the five key recovery concepts that are the foundation of any effective recovery work—Hope, Personal Responsibility, Education, Self-Advocacy, and Support. Building this plan helps people discover their own safe, simple wellness tools, and then create a list of things to do each day to maintain their wellness, called a Daily Maintenance List. It is important to begin a WRAP during a time of stability, so that identifying triggers and early warning signs doesn't create a crisis in itself. Users are guided through the process of developing a Crisis Plan, and introduced to Post-Crisis Planning. WRAP is a living document that is intended to change and evolve as individuals begin to experience success and, ultimately, long-term wellness and recovery.

Sample Curricula

The following table provides descriptions of a sample curricula used by CFMG to supplement competency groups and mock courts for individuals who are incompetent to stand trial.

Sample Group Program Curricula

Illness Management and Recovery is an evidenced-based group from SAMHSA that includes the following topics:

- Session 1- 2: Recovery strategies
- Session 3-4: Practical facts about mental illness
- Session 5: Stress-Vulnerability Model and strategies for treatment
- Session 6-7: Building social support
- Session 8-9: Using medication effectively
- Session 10-11 Reducing relapses
- Session 12-13: Coping with stress
- Session 14-15: Coping with problems and symptoms
- Session 16: Getting needs met in the mental health system.

Cognitive Behavioral Therapy is 24-session evidenced-based cognitive therapy group for individuals who are coping with psychotic symptoms, stress, low self-esteem, depression, anxiety, suicidal ideation, and substance abuse. CBT is presented in a participant workbook and includes the following topics:

Sample Group Program Curricula

Topic 1: Stress

- Session 1: Introducing ourselves
- Session 2: What is stress?
- Session 3: What do I consider stress?
- Session 4: How I experience my symptoms?
- Session 5: Vulnerability-stress competence model
- Session 6: A personal goal

Topic 2: Testing hypotheses & looking for alternatives

- Session 1: The ABC of CBT
- Session 2: Common experiences
- Session 3: Traffic jam
- Session 4: How not to jump to conclusions
- Session 5: Consider alternatives for my own beliefs
- Session 6: Looking for things from a positive perspective

Topic 3: Alcohol and illicit drug usage

- Session 1: Words that describe me
- Session 2: What I value
- Session 3: Drugs and alcohol: When, when, & with whom
- Session 4: Their effect on my life
- Session 5: Feeling down or hopeless
- Session 6: Changing my mood

Topic 4: Coping and competence

- Session 1: Relief from stress
- Session 2: Dealing with symptoms
- Session 3: Available resources
- Session 4: My strengths, protective factors, & challenges
- Session 5: Coping my own way
- Session 6: Review of the model

Dialectical Behavior Therapy Skills Group includes the following topics:

- Core Mindfulness
 - Session 1: Wise Mind
 - Session 2: Taking Hold of Your Mind: Mindfulness “What” Skills
 - Session 3: Taking Hold of Your Mind: Mindfulness “How” Skills
- Distress Tolerance
 - Session 4: Pros and Cons
 - Session 5: TIP Skills: Changing your Body Chemistry
 - Session 6: Self-Soothing
 - Session 7: Improving the Moment
 - Session 8: Radical Acceptance
 - Session 9: Turning the Mind
- Emotion Regulation
 - Session 10: Ways to Describe Emotions
 - Session 11: Opposite Action
 - Session 12: Accumulating Positive Emotions in the Short-Term
 - Session 13: Pleasant Events List
- Interpersonal Effectiveness
 - Session 14: Clarifying priorities and Interpersonal Effectiveness
 - Session 15: Guidelines for Objectiveness Effectiveness (DEAR MAN)
 - Session 16: Guidelines for Relationship Effectiveness (GIVE)
 - Session 17: Guidelines for Self-Respect Effectiveness (FAST)

Anger Management is a SAMHSA program that includes the following topics:

Sample Group Program Curricula

- Session 1: Overview of Group Anger Management Treatment.
- Session 2: Events and Cues: A Conceptual Framework for Understanding Anger
- Session 3: Anger Control Plans: Helping Group Members Develop a Plan for Controlling Anger
- Session 4: The Aggression Cycle: How to Change the Cycle
- Session 5: Cognitive Restructuring: The A-B-C-D Model and Thought Stopping
- Session 6: Review Session #1
- Sessions 7 & 8: Assertiveness Training and the Conflict Resolution Model: Alternatives for Expressing Anger
- Sessions 9 & 10: Anger and the Family: How Past Learning Can Influence Present Behavior
- Session 11: Review Session #2
- Session 12: Closing and Graduation: Closing Exercise and Awarding of Certificates

Co-Occurring Disorders Treatment Workbook is from Department of Mental Health Policy Law and Policy University of South Florida and includes the following topics:

- Module 1: Connection Substance Use & Mental Health
- Module 2: Depression & Substance Abuse
- Module 3: Bipolar Disorder & Substance Abuse
- Module 4: Anxiety Disorder & Substance Abuse
- Module 5: Schizophrenia & Schizoaffective Disorder and Substance Abuse
- Module 6: Substance Use: Motives & Consequences
- Module 7: Principles of Treatment
- Module 8: Relapse Prevention

Solutions for Wellness focuses on helping patients to make choices that will result in improved health. Topics (modified for a correctional population) include the following:

- Session 1: Mental Health and Physical Activity
- Session 2: Step into Better Health
- Session 3: Physical Activity & Environment
- Session 4: How Physically Active Are we?
- Session 5-6: Benefits & Barriers to Being Active
- Session 7: Fitness Assessment & Goal Setting
- Session 8: Creating Balance
- Session 9: Step Out of Stress
- Session 10: Physical Activity and Safety
- Session 11: Fitting Activities into Daily Routine
- Session 12: Types of Activities
- Session 13: Aerobic Exercises
- Session 14: Flexibility Exercises
- Session 15: Strengthening Exercises
- Session 16: Tobacco and Health
- Session 17: Staying Healthy

Stress Management includes the following topics:

- Breathing
- Muscle relaxation and exercise
- Self-hypnosis and meditation
- WRAP plans
- Mindfulness-based Stress Reduction
- Imagery and self-talk
- Humor
- Writing
- Crisis Response Plans

Social Skills includes the following topics:

Sample Group Program Curricula

- Session 1-5: Survival skills
- Session 6-10: Interpersonal skills
- Session 11-15: Problem-solving skills
- Session 16-20: Conflict resolution skills

Team Solutions Recovery includes the following topics:

- Topic 1: Recovering-Achieving Your Life Goals
- Topic 2: Partnering with Your Treatment Team
- Topic 3: Understanding Your Illness
- Topic 4: Understanding Your Treatment
- Topic 5: Getting the Best Results from Your Medicine
- Topic 6: Managing Stress and Problems
- Topic 7: Making Choices: Substances and You
- Topic 8: Recognizing and Responding to Relapse
- Topic 9: Managing Crises
- Topic 10: Recovery in Process: Putting it All Together

Medication Education/Management includes the following topics:

- Topic 1: Importance of Medication Compliance
- Topic 2: Common Medications
- Topic 3: Common Side Effects
- Topic 4: Coping with Side Effects
- Topic 5: Communicating with Your Nurse and Doctor

Recreation and Social Activity

All Patient Inmates will be encouraged to spend time outdoors for fresh air and exercise daily, weather permitting. All individuals, while out of doors, will be accompanied and supervised by staff. Special precautions will be taken for those individuals who may be heat sensitive resulting from psychotropic and other medications. Patient Inmates who require additional assistance to go outdoors will be provided that support.

The JBCT program will provide opportunities for unstructured recreation, such as walking or playing basketball in the outdoor recreational area. JBCT staff will also lead structured, pro-social recreational activities such as basketball games, stretching, yoga, and calisthenics. In cooperation with the Sheriff's Office and in accordance with Jail policies and procedures, the JBCT program will provide exercise opportunities suitable for planned recreational activities. Recreational supplies will be inventoried regularly and maintained in good condition.

Often, individuals who are involved with the criminal justice system have not used their free time to engage in pro-social activities. Recreational services will provide individual and group leisure activities for patients using a variety of techniques to maintain mental, social, and emotional well-being. JBCT staff will help individuals to explore passive and active recreation activities that they enjoy. Activities may include but will not be limited to:

- Arts
- Crafts
- Board games
- Music
- Current events discussions
- Movie discussions
- Reading
- Special holiday events

Other structured, pro-social recreational activities such as chess tournaments, meditation, bingo games, and competency games may also be facilitated. All recreational activities will take place under close staff supervision. The JBCT program will also provide opportunities for unstructured recreation such as reading and listening to music.

Social stimulation will also be achieved through informal and formal peer to peer interactions. During the holidays and on special occasions, staff at our current JBCT programs have collaborated with custody staff to develop opportunities for celebration and special events. For example, during the winter holidays, a celebration was planned that included decoration of the unit, festive music and food items, patient-facilitated activities, and games that included both staff and patients.

It has been noted that the ability to experience pleasure and laughter has a curative effect on persons with mental illness. Recognizing the positive effect of giving patients opportunities to celebrate special occasions and interact with other patients and staff in a jovial manner, CFMG will continue to focus on these types of initiatives in our JBCT programs.

1.2.C Individual Sessions

Individual competency sessions will supplement material learned in groups so that treatment occurs at the pace appropriate to the individual, utilizing materials that complement his or her preferred learning style, and taking in to account any learning disabilities he or she manifests. Individual sessions will be used to discuss each individual's charges and the specific penalties he or she could face if found guilty of the charge; to clarify misperceptions unique to that individual; to focus on deficits that interfere with competency specific to that individual; and to address delusional beliefs.

Once a Patient Inmate has demonstrated improved behavior and mental status through programming and stabilization on psychotropic medications, CFMG's Competency Trainer will work with the Patient Inmate utilizing cognitive remedial techniques and other exercises to train and educate the Patient Inmate on mainstays of the court process. The Trainer will assist the Patient Inmate to better able to learn his charges and other legal information through individual or group sessions. To further reinforce the court process, mock trials will be facilitated by the Competency Trainer with involvement of the treatment team.

Additionally, a Clinician will meet weekly with the Patient Inmate for one hour. These sessions are focused on developing coping or other therapeutic techniques that may benefit the patient throughout the restoration and court process.

1.2.D Psychiatric Assessments

A psychiatric assessment will be conducted as part of the admission process. Following admission, the Psychiatrist will see each Patient Inmate weekly, or more frequently as needed.

The Psychiatrist will conduct a medication evaluation and review/update the medication plan every seven days for individuals who are prescribed psychotropic medications or for whom psychotropic medication treatment is warranted. The Psychiatrist will consider involuntary

medications for those patients who require stabilization but are refusing medications and will document rationale for the decision.

Additionally, the Psychologist and/or Clinician will meet with the Patient Inmate weekly to review/reassess barriers to competency restoration, including medication adherence. The Psychologist and/or Clinician will review findings and recommendations with the treatment team in rounds following the assessment.

1.2.E Treatment Team Review

The treatment team will meet weekly to review the progress of Patient Inmates admitted within 30 days. Patient Inmates are subsequently reviewed every 14 days thereafter, and when the Patient Inmate is considered for discharge from the program. The Patient Inmate will be periodically reassessed by the treatment team for progress towards restoration. Progress of the interventions will be measured and a decision will be made to either incorporate further treatment elements or modify the treatment plan.

Weekly progress reviews will focus on whether the treatment provided is impacting competency to stand trial and whether additional treatment interventions need to be added to the treatment plan. After the weekly treatment team meeting, the treatment plan will be revised as needed, and new or modified treatment interventions will be implemented. Our success at our current JBCT programs is largely attributed to intensive weekly case reviews with prompt modification of interventions, allowing the programing to be tailored to the individual's needs.

The treatment team will be responsible for providing the committing court with progress reports, pursuant to Penal Code section 1370 subdivision (b)(1). If a Patient Inmate has not been restored to competency within 90 days of admission, the treatment team will determine whether he or she should be returned to the committing county as non-restorable, or transferred to the state hospital for further treatment and commitment.

The treatment team will review the patient's need for transfer to the state hospital at each treatment team meeting. The treatment team and DSH must reach consensus about whether transfer to the state hospital is recommended. In general, the consideration for transfer includes but is not limited to the following criteria:

- Imminent risk to himself due to a mental disorder or has remained a risk after stabilization with psychotropic medication
- Significant risk of severe self-neglect
- Pathology is unclear and requires close observation to assess and treat
- Emergency mental health or medical services are likely to be needed or the patient is too medically compromised for outpatient management
- Initiation of a Clozaril trial is recommended

Discharge and Transfer Planning

CFMG understands the importance of patients maintaining adherence to medication after competency is restored. Often, successful restoration to competency is secondary not only to

education about legal issues, but also to adherence to medications. Upon restoration of competency, CFMG staff will continue providing group and individual programming to maintain competency and to address the need for continued adherence to medications. For patients who have a history of medication noncompliance, psychiatric staff will seriously consider the use of depot medications (injectable medications that are released into the body slowly over an extended period of time), if at all feasible.

Once competency is restored, CFMG staff will invite custody staff to participate in the discharge planning process, which will include the treatment plan and discussion of the processes that helped the patient to achieve medication adherence. Discharge planning will include:

- Referrals to agencies and services, as needed
- Phone and written contact with the receiving agency to coordinate continuity of care and other needed services
- A final Competency Evaluation, in accordance with a template approved by DSH
- PMU authorization for transfer to the state hospital
- Preparation of Psychiatrist, Psychologist, and Clinician discharge summaries, along with a copy of the medication administration record and a three-day supply of medications

CFMG has extensive experience in transferring discharging patients to a correctional facility or state hospital. In these transfers, CFMG treatment teams work closely with the treatment providers at the receiving hospital or jail to enhance communication and collaboration. Through their efforts, relapses have been rare, and most individuals maintain their competency through the adjudication process.

CFMG will establish similar discharge processes for the JBCT program, including building effective working relationships with community providers that serve patients discharged from the program. CFMG will meet with stakeholders on a regular basis to maintain open communication, and we will collaborate with DSH to provide a smooth transition back to the main Jail setting or to a state hospital.

If the patient is to be transferred to a state hospital, medical records will be provided of treatment given, the patient's progress and response to treatment, and the present psychiatric and medical concerns. The referral authorization from the PMU will also be provided. The final competency evaluation will be provided to the court prior to discharge.

1.3 Proposed Staffing Plan

CFMG's felony JBCT program will be covered by full-time and part-time staff who are scheduled on day shift. The program will operate primarily on day shift during business hours (8 a.m. to 5 p.m.) Monday through Friday, with 24/7 on-call availability.

The treatment team staffing requirements are based on the number of available beds open for referral of felony inmates at any given point to the program. CFMG's felony JBCT program is

designed for a milieu (group) setting model. The number of hours for each position is determined based on the baseline number of practitioner hours required to intensively treat up to five felony inmates.

All staff will be local, appropriately licensed, experienced and/or trained, and will be expected to provide services on site at the Jail according to assigned hours. Each practitioner has a role, responsibility, and function as part of the team.

Psychologist/Program Director (PhD or PsyD): The Psychologist/Program Director will be a licensed Psychologist (with administrative experience) who is responsible for providing administrative and clinical oversight to the JBCT program. This position will be responsible for staff coverage and scheduling, assigning responsibilities, ensuring the delivery of services are appropriate and efficient, and ensuring the program is operating at the level that mutually meets Kings County's and CFMG's expectations. The Psychologist/Program Director will hold responsibilities as administrator, attending to administrative issues and duties as they arise, and interfacing with Jail administration as needed. The Psychologist/Program Director will minimally hold a clinical case load and will serve as a consult/clinician for advanced or difficult to manage cases. The Psychologist/Program Director will communicate on a regular basis with all mental health and psychiatric staff.

The Psychologist/Program Director will be responsible for the psychological evaluation, competency assessment, psychometric testing, screening, and restoration plan for all Patient Inmates entering the program. The Psychologist/Program Director will create a "restoration plan," including conducting Psychometrics or Psychological Testing to rule out cognitive or psychiatric impairments and malingering. The Psychologist/Program Director will ensure that each Patient Inmate has a treatment regimen tailored to his or her needs and that deficiencies identified from the competency assessment are listed and addressed by specific treatment interventions.

The Psychologist/Program Director will lead the treatment team in weekly meetings and discussions on the Patient Inmate's progress, as well as report writing and review. The Psychologist/Program Director will be responsible for providing 30, 60, 90-day progress summaries and declaration of competence to the courts. The Psychologist/Program Director will also assist in providing updates to the court (if needed) as well as testimonies.

Psychiatrist (MD): All patients in the program will be under the Psychiatrist's clinical authority. The Psychiatrist will primarily be responsible for medication prescribing, management, stabilization and monitoring. The Psychiatrist will also make court appearances, attend court proceedings and provide testimonies, if needed.

Competency Trainer: The Competency Trainer will be an education specialist who is primarily responsible for the educational and training component of the program. The Competency Trainer will utilize several cognitive remedial or restructuring techniques to teach basic legal concepts, along with helping the Patient Inmate understand his or her own legal situation. The Competency Trainer will provide training, learning, and education in a multi-modal format, utilizing discussions, reading, video, and role-playing. The Competency Trainer will facilitate experiential methods such as mock trial exercises for the Patient Inmate with the involvement of the entire

treatment team. Additional remedial and simplified cognitive techniques will also be provided for Patient Inmates with specific knowledge deficits.

Clinician (LMFT/LCSW/LPC): The Mental Health Clinician will be responsible for 1:1 supportive or individual therapy, as well as group therapy. The Clinician will meet with the Patient Inmate weekly for one hour. Sessions will be focused on developing coping techniques or other therapeutic strategies that may benefit the Patient Inmate throughout the restoration and court process. The Clinician will also offer multiple group therapy sessions each week.

Administrative Assistant: The Administrative Assistant will be responsible for management of all paperwork, reports, and summaries that may be requested as part of the Patient Inmate's participation in the JBCT program and/or legal proceedings. The Administrative Assistant will also serve as a liaison between the courts and the program. Another important function of the Administrative Assistant is to track data deliverables to the County and DSH, including but not limited to: total inmates admitted to the program by name, date, etc.; number of individuals successfully restored; number of formal evaluations and reports to the court; date of admission and length of time from admission inmate was declared competent; demographics of inmates served and diagnosis; and number of malingerers.

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-79009-000

PURCHASING AUTHORITY NUMBER (if Applicable)

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

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

County of Kings

2. The term of this Agreement is:

START DATE

December 1, 2019 or upon DGS approval, whichever is later,

THROUGH END DATE

November 30, 2022

3. The maximum amount of this Agreement is:

\$2,312,612.00

Two Million Three Hundred Twelve Thousand Six Hundred Twelve Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	6
Exhibit A	Attachment 1 , Program Elements	9
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B-1	Sample Invoice	1
Exhibit C *	General Terms and Conditions (GTC 04/2017) as revised	4
Exhibit D	Special Terms and Conditions	9
Exhibit E	Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement)	9

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Kings

CONTRACTOR BUSINESS ADDRESS

1400 W. Lacey Blvd.

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

David Robinson

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-79009-000

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1600 9th Street, Room 101

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Annie Luyen-Yu

TITLE

Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

State Public Works Board Consent:



Date:

11-26-19

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of Kings and/or their authorized designee, hereafter referred to as Contractor, agrees to provide services (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement.

2. SERVICE LOCATION:

A. The services shall be performed at the Kings County Jail located at 1570 Kings County Drive, Hanford, California.

3. SERVICE HOURS:

A. The services shall be provided 24 hours per day, seven days per week, including all State holidays.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement shall be:

DSH Contract Manager:		DSH Administrative Contact:	
Section/Unit: Forensic Services Division		Section/Unit: Forensic Services Division	
Attention: Melanie Scott, Psy.D. Assistant Chief Psychologist		Attention: Sarah Turner Program Specialist	
Address: 1600 9 th Street, Room 410 Sacramento, CA 95814		Address: 1600 9 th Street, Room 410 Sacramento, CA 95814	
Phone:(916) 616-5703	Fax:(916) 651-1168	Phone:(916) 651-5599	Fax:(916) 651-1168
Email: Melanie.Scott@dsh.ca.gov		Email: Sarah.Turner@dsh.ca.gov	

Kings County Contract Manager:		Kings County Sheriff Contact:	
Section/Unit: Administrative Office		Section/Unit: Sheriff's Office	
Attention: Kyria Martinez Administrative Analyst		Attention: Kim Pedreiro Detentions Commander	
Address: 1400 W. Lacey Blvd. Hanford, CA 93230		Address: 1570 Kings County Dr. Hanford, CA 93230	
Phone:(559) 852-2377	Fax:(559) 585-8047	Phone:(559) 852-4110	Fax:(559) 587-2607
Email: Kyria.Martinez@co.kings.ca.us		Email: Kim.Pedreiro@co.kings.ca.us	

Kings County Jail – Medical Contact:	
Section/Unit: Sheriff's Office	
Attention: Maribel Mixon Senior Detentions Deputy	
Address: 1570 Kings County Dr. Hanford, CA 93230	
Phone: (559) 852-4573	Fax: (559) 585-8047
Email: Maribel.Mixon@co.kings.ca.us	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. PROGRAM IMPLEMENTATION FUNDS:

- A. The DSH shall reimburse Contractor for initial program implementation costs incurred under this Agreement. The implementation costs shall include, but are not limited to:
 - i. Initial setup of patient rooms as well as treatment and office space;
 - ii. Initial administrative operating expenses and equipment;
 - iii. Development of an operational clinical Policy and Procedure Manual; and
 - iv. Orientation and training time for new staff on clinical operations, policies, and procedures.

6. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor shall provide access to portions of its Kings County Jail (KCJ) for the purposes of administering a Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program.

7. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall designate an area within the KCJ dedicated to the administration of a JBCT program and provide restoration of competency treatment services that, either directly or through contract, may restore trial competency for incarcerated felony IST Patient Inmates committed to the DSH under Penal Code section 1370.
- B. In providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in Exhibit A-1, Program Elements.
- C. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program.
 - i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710. In the event multiple felony IST defendants have the same commitment date, admission shall be scheduled based on the availability of the committing county to transport the defendants.

- ii. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements.
- D. Contractor shall provide a total of five single cells with beds to Patient Inmates located in the JBCT designated area.
- Contractor shall be paid in full for the five contracted beds at the per diem rate upon the first Patient Inmate admission, regardless of the number of Patient Inmates admitted.
- Beginning 90 days from the first Patient Inmate admission, if, over the course of each quarter period during the term of this Agreement, a 90 percent occupancy rate is not maintained, the DSH and Contractor shall execute an amendment to this Agreement upon jointly developing a plan to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.
- E. Patient Inmates housed at the KCJ shall remain under the legal and physical custody of Contractor.
- F. Contractor retains the right to exclude specific individual Patient Inmates from the JBCT designated area for security and classification reasons at the time of assignment or at any point during their incarceration at the KCJ.
- G. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the DSH Contract Manager immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to treat the Patient Inmate in the JBCT program until such arrangements are made.
- H. Notwithstanding Sections F and G, Contractor shall make every reasonable effort to ensure that the contracted five beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. This includes, but is not limited to, admitting Patient Inmates of increasing levels of acuity.
- i. The DSH shall make every reasonable effort to ensure adequate Patient Inmate referrals are sent to Contractor throughout the term of this Agreement.
 - ii. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit Patient Inmates into the JBCT program above the five contracted beds.
- I. Contractor shall provide for the care, confinement, and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the KCJ, including the Prison Rape Elimination Act.
- J. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor and shall participate in the JBCT program treatment team meetings.

K. Responsibilities for Medical Care:

- i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the KCJ and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.
 - ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, formulary prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the KCJ to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription medications shall not be provided to Patient Inmates except in conjunction with Non-Routine Medical Care.
 - iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as major medical operations or surgeries (such as heart transplants); continuation of experimental medication; services that cannot be provided onsite at the KCJ; dialysis services, whether onsite or otherwise; and emergency medical care.
 - iv. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. In the event the DSH directs Contractor to provide Non-Routine Medical Care, the DSH shall either direct Contractor to instruct the facility providing care to invoice the committing county, or to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager, in accordance with the preferences of the committing county.
 - v. In the event of an emergency, Contractor shall proceed immediately with necessary medical treatment. In the event of such an emergency, the DSH shall either direct Contractor to instruct the facility providing care to invoice the committing county, or to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. In such an event, Contractor shall notify the DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. Contractor shall make reasonable efforts to ensure that Patient Inmates are treated at facilities preferred by the committing county or otherwise that, once the Patient Inmate is stable enough for transfer, is transferred to such a facility.
- L. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.
- M. Upon Restoration of Competency:
Contractor shall be responsible for coordinating with the committing counties' behavioral health programs for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competence and transferred from the JBCT program.
- N. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified

in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

- O. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- P. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the State in writing.
- Q. This Agreement may be canceled at any time by Contractor, in writing, with 50 days' advance notice. The DSH may terminate this Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

8. DSH RESPONSIBILITIES:

A. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

- i. The DSH may routinely evaluate the work performance of Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by this Agreement, then that party shall not perform services for the DSH.
- ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the DSH Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
- iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the DSH Contract Manager and/or their designee.
- iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
- v. If, as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to

dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner—in accordance with timelines established in this Scope of Work.
- ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

10. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two additional terms of up to one year each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services, if such approval is required.

11. COUNTY FACILITY LEASING:

- A. This Agreement in all respects is subordinate and subject to the terms of the Indenture, the Site Lease, the Facility Lease, and the Facility Sublease (including, but not limited to, re-letting rights) executed by the County of Kings and related to the State Public Works Board of the State of California Lease Revenue Bonds (Department of Corrections and Rehabilitation) 2017 Series A and 2018 Series C (Various Correctional Facilities) and is subject to review and written consent of the State Public Works Board and the Department of Corrections and Rehabilitation prior to execution, as is any amendment or modification thereto.

EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

A. Referral Document Collection Prior to Admission

The DSH Patient Management Unit (PMU) shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon admission.

B. Referrals Determined to be Not Suitable for Admission

Should Contractor determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, Contractor shall inform the DSH Contract Manager and the PMU immediately in writing or by phone.

C. Removal of Patient Inmates No Longer Clinically Suitable

- i. Upon admission, Contractor shall assess each Patient Inmate to ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. At the discretion of the DSH Contract Manager, and if requested in writing, Contractor shall review and agree upon new Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.
- ii. Should Contractor determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, Contractor shall contact the DSH Contract Manager to discuss treatment options. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.
- iii. Should Contractor and the DSH determine a Patient Inmate should be removed from the JBCT program, Contractor shall continue to provide treatment until arrangements are made to admit the Patient Inmate to a state hospital. Within seven days of making this determination, Contractor shall also provide the following additional documents to the PMU including, but not limited to:
 - 1) Transfer Notification Letter;
 - 2) Court Reports, if due or submitted;
 - 3) 90-Day Progress Report, if due or submitted;
 - 4) Psychiatry Intake Assessment;
 - 5) The three most recent Psychiatry Progress Notes;
 - 6) Psychology Intake Assessment;
 - 7) 30-Day Psychologist Competency Reassessments;
 - 8) Social Work/Clinician Intake Assessment;
 - 9) Nursing Intake Assessment;
 - 10) Informed Consent;
 - 11) Medication Orders;
 - 12) Laboratory Results, if any; and
 - 13) Discharge Summary.

D. Psychological Assessment Protocol

- i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency shall be ascertained through the use of preliminary assessment instruments including, but not limited to:
 - 1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, and legal history as well as barriers to competency. The *Mental Status Exam (MSE)* shall also be included in the interview;
 - 2) Assessment of Malingering (as clinically indicated). *Miller Forensic Assessment of Symptoms (M-FAST)*;
 - 3) Assessment of Trial Competence. *Evaluation of Competency to Stand Trial-Revised (ECST-R)*, the *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA)*, and/or the *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)*; and
 - 4) Severity of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS)*.
- ii. Contractor shall administer additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized including, but not limited to:
 - 1) *Structured Interview of Reported Symptoms – Second Edition (SIRS-2)*;
 - 2) *Test of Memory Malingering (TOMM)*;
 - 3) *Georgia Atypical Presentation (GAP)*;
 - 4) *Structured Inventory of Malingered Symptomatology (SIMS)*; or
 - 5) *Inventory of Legal Knowledge (ILK)*.
- iii. Contractor may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized including, but not limited to:
 - 1) *Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)*;
 - 2) *Wide Range Achievement Test 4 (WRAT4)*; or
 - 3) *Montreal Cognitive Assessment (MoCA)*.
- iv. Contractor may administer additional instruments assessing personality to complete further assessment of psychological functioning including, but not limited to:
 - 1) *Personality Assessment Inventory (PAI)*; or
 - 2) *Minnesota Multiphasic Personality Inventory-2 (MMPI-2)*.

- v. Contractor shall administer follow-up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following including, but not limited to:

- 1) *Evaluation of Competency to Stand Trial-Revised (ECST-R)*;
- 2) *Revised Competency Assessment Instrument (R-CAI)*;
- 3) *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA)*; or
- 4) *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)*.

E. Individualized Treatment Program

- i. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit shall be listed on the individualized treatment plan and shall be targeted in the Patient Inmate's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
- ii. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
- iii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- iv. Contractor shall conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

F. Multi-modal, Experiential Competency Restoration Educational Experience and Components

- i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.
- ii. Contractor shall address the following elements in the education modalities of the competency restoration program, including but not limited to:
 - 1) Criminal charges;
 - 2) Severity of charges, namely Felony vs. Misdemeanor;
 - 3) Sentencing;
 - 4) Pleas including, Guilty, Not Guilty, Nolo Contendere and Not Guilty by Reason of Insanity;
 - 5) Plea bargaining;
 - 6) Roles of the courtroom personnel;
 - 7) Adversarial nature of trial process;
 - 8) Evaluating evidence;
 - 9) Court room behavior;

- 10) Assisting counsel in conducting a defense;
- 11) Probation and Parole; and
- 12) Individualized instruction as needed.

iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material.

G. Medication Administration and Consent

- i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmates as soon as possible in accordance with professional standards of care and court practices.
- ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.
- iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication.
- iv. Contractor shall administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order.

H. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager for approval prior to activation of the JBCT program and annually thereafter.

I. Patients' Rights/Grievance Process

Upon admission, Contractor shall provide an orientation and education on the Patient Inmate grievance process for each Patient Inmate. Contractor shall post the Patient Inmate Grievance Process in a visible location in an area commonly used by Patient Inmates.

J. Data Deliverables

- i. The DSH shall provide a standardized data collection template. Contractor shall complete and submit this data collection to the DSH on a weekly basis with a deadline to be determined by the DSH. The template includes, but is not limited to, the following data elements:

Term	Definition
Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. <i>Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other</i>
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO):	Was Interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of Commitment
Packet Received Date:	Date Packet Received (including incomplete required documents)
Packet Completed Date:	Date Packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detail reason why the delay of admission
Screening Evaluation Completed Date:	Date Screening Evaluation was completed
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.
Admission Date:	Date of Admission
Involuntary Medication Order (YES/NO):	Is there a current court ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on, this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)
Did I/P Receive Invol Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer :	Final determination of patients status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patients discharge or transfer.
Date Referred to DSH for Transfer:	Date Referred to DSH for Transfer
Discharge/Transfer Date:	Date of Discharge and or Date of Transfer
Discharge/Transfer Location:	Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.
Reason for delayed Discharge:	Provide a detail reason why the delay of discharge.
Date ROC Certificate Submitted to Court:	Date that ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at time of Discharge
Diagnosis of Malingering? (YES/NO):	Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No

- i. Contractor shall submit daily census reports to the DSH upon the first Patient Inmate admission, unless otherwise requested by the DSH.
- K. Contractor shall submit a summary performance report within 30 days of the end of the contract term to include, but not be limited to, the information stated above and:
- 1) The total number of individuals restored to competency;
 - 2) The average number of days between program admission and discharge;
 - 3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
 - 4) The cost per cycle of treatment;
 - 5) A description of all implementation challenges; and
 - 6) Special incident reports and notification to the DSH of emergencies.

L. Reporting Requirements

- i. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.
- ii. Contractor shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager, with a written report to follow within five business days.
- iii. Contractor shall report via phone or email to the DSH Contract Manager when a Patient Inmate who is currently receiving treatment in the JBCT program is involved in a Serious Incident. "Serious Incidents" shall include, but not be limited to, causing serious harm to self or others and committing a new felony offense. Such reporting shall take place within 24 hours of the Serious Incident. Contractor shall respond to Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of Patient Inmates. Contractor shall maintain a Serious Incident file that is separate from the Patient Inmate record.
- iv. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

2. TREATMENT PROTOCOL

- A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates. Group content should include one of the four group treatment domains: *competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation*. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. Contractor shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check-in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.
- D. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- E. Together on a weekly basis, the multi-disciplinary treatment team shall review:
 - i. Progress of all Patient Inmates admitted within 30 days,
 - ii. At subsequent 14-day intervals thereafter, and
 - iii. When a Patient Inmate is under consideration for discharge.

The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

3. SAMPLE JBCT TREATMENT GROUP THERAPY SCHEDULE

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
0800-0850	Staff Member 1: Therapeutic Movement	Staff Member 2: Wake-up Activity	Staff Member 2: Wake-up Activity	Staff Member 2: Wake-up Activity	Staff Member 3: JBCT Incentive Store
0900-0950	Staff Member 3: Wellness Education	Staff Member 4: My Life, My Choice	Staff Member 2: Arts & Crafts	Staff Member 4: What Would You Do?	Deputy: Activity of Daily Living Groups
1000-1050	Staff Member 5: Current Events	Staff Member 3: Wellness Education	Staff Member 2: Life Skills	Staff Member 3: Wellness Education	
	Staff Member 6: Competency Education	Staff Member 2: Life Skills	Staff Member 3: Wellness Education	Staff Member 2: Table Games	
1100-1150	Lunch	Lunch	Treatment Team Meeting: Grand Rounds	Lunch	Lunch
1200-1250	Individual Contacts	Staff Member 2: Brain Fitness	Lunch	Staff Member 2: Brain Fitness	Individual Contacts
1300-1350	Staff Member 6: Competency Education	Staff Member 4: Court Activity		Staff Member 4: Competency Education	Staff Member 4: My Life, My Choice
	Staff Member 2: Table Games		Staff Member 7: Working with Your Attorney		
1400-1450	Staff Member 5: Trivia Challenge	Individual Contacts	Individual Contacts	Individual Contacts	JBCT Cinema
1500-1530		Chaplain: Bible Study			

Exhibit A-1

4. SAMPLE PROPOSED JBCT STAFFING MODEL:

Number of Beds	Five Beds
Treatment Team Staffing*	Program Director – 1.0 Psychiatrist – 0.1 Psychologist – 0.4 Competency Trainer – 0.5
Administrative Staff*	Administrative Assistant – 0.2
Custodial Staff*	Deputy – 1.0
<i>*Number of positions reflect full-time equivalent (FTE) values</i>	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. Invoices shall be submitted not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, upon the first Patient Inmate admission and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. Contractor shall submit invoices for any and all initial program implementation costs associated with and pertaining to the items in Exhibit A. Scope of Work, Section 5, "Program Implementation Funds" within 12 months from the contract start date. The total initial program implementation costs invoiced shall not exceed **\$67,511.00**.
- D. The DSH is not responsible for services performed by Contractor outside of this Agreement, or for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements.
- E. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attention: Accounting Office
1600 Ninth Street, Room 141
Sacramento, CA 95814

OR

DSHSAC.AccountsPayable@dsh.ca.gov

- B. Contractor shall submit one original and three copies of each invoice, unless emailed.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize, in accordance with the Budget Detail, all services or deliverables provided on each invoice.

- F. Contractor shall include the following on each submitted invoice:
- i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
 - iii. Small Business certification number, if applicable.
 - iv. Professional license number, if applicable.
 - v. Invoice total.

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that, if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

- A. The maximum amount of this Agreement shall not exceed **\$2,312,612.00**.
- B. Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for program implementation costs that shall not exceed **\$67,511.00**.
- C. Upon the first Patient Inmate admission, the per diem rate shall be **\$409.69** per bed, totaling **\$2,048.45** per day for all five contracted beds. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.
- D. Beginning 90 days from the first Patient Inmate admission, if, over the course of each quarter period during the term of this Agreement, a 90 percent occupancy rate is not maintained, the DSH and Contractor shall execute an amendment to this Agreement upon jointly developing a plan to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.

- E. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- F. Contractor must submit all invoices within a reasonable time, but no later than 12 months from the date that services were provided. If Contractor fails to provide invoices within 12 months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.
- G. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.

EXHIBIT B-1
SAMPLE INVOICE

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
 Attn: Accounting Office
 1600 9th Street, Room 141
 Sacramento, CA 95814

PERIOD OF SERVICE [insert date range of month being invoiced]	AGREEMENT #

Allocated – Five Beds				
Per Diem Rate*		Days in Treatment		Total for [insert month being invoiced]
\$2,048.45	X	[Insert number of days in the month being invoiced]	=	\$ _____

**Per Diem Rate of \$409.69 Per Bed*

Invoice Total for [insert month being invoiced]:	\$ _____
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PLEASE MAKE REMITTANCE PAYABLE TO:
 [Insert Contractor's Department billing contact/address]

Prepared By: [Signature here] _____
 [Insert name/title here]

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. ~~**INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~
5. **INDEMNIFICATION:** *In the event the State Department of State Hospitals and a county jail treatment facility are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.*
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses, or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, expressed or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental, or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service, or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

- A. Neither the DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include, without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State, or other governmental agencies, boards, or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes, or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees. The failure of the DSH to give such notice, information, authorization, or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, the DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement, which is not disposed of by this Agreement, informally with the DSH Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the DSH Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to:

**Deputy Director of Administration
Department of State Hospitals
1600 9th Street, Room 101
Sacramento, California 95814**

Such written notice must contain the Agreement Number. Within 10 days of receipt of the written grievance report from Contractor, the Deputy Director of Administration, or his/her designee, shall meet with Contractor and the Project Manager for the purposes of resolving the dispute. The decision of the Deputy Director shall be final. During the dispute process, Contractor shall proceed diligently with the performance of this Agreement. Neither the pendency of a dispute, nor its consideration by the Deputy Director of Administration, shall excuse Contractor from full and timely performance of the services required in accordance with the terms of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with 30 days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.
- B. If the DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and

- iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to the DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.
- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, the DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either 25 miles or 40 minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

- A. If this Agreement was entered into pursuant to any statute expressly requiring that such agreements be let or awarded on the basis of competitive bids, then the parties may amend this Agreement for time or money at the same rates, in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.
- B. For all other agreements the parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

Revision 4-3-19

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS
(HIPAA Business Associate Agreement)

These Confidentiality and Information Security Provisions (for Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the California Department of State Hospitals (DSH), pursuant to Contractor's agreement with the DSH. The DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., the Lanterman-Petris-Short Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (C.F.R.), Parts 160, 162 and 164) (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.
- B. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and the DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- C. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the DSH, pursuant to Contractor's agreement with the DSH. When applicable, Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

2. DEFINITIONS:

- A. The following terms used in this Agreement between the DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific Definitions

- i. *Contractor*. Contractor shall have the same meaning as the term "business associate" at 45 C.F.R. section 160.103.
- ii. *HIPAA Rules*. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164.
- iii. *Confidential Information*. Confidential information shall mean information or data that is Protected Health Information or Personal Information as defined herein.
- iv. *Personal Information (PI)*. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a).
- v. Required by law, as set forth under 45 C.F.R. section 164.103, shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- vi. *Security Incident*. Security Incident shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of Contractor's organization and intended for internal use; or interference with system operations in an information system.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

- i. not use or disclose confidential information other than as permitted or required by the agreement between the DSH and Contractor or as required by law. Any use or disclosure of DSH confidential information shall be the Minimum Necessary;
- ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by this Agreement with the DSH;
- iii. report to the DSH any use or disclosure of confidential information not provided for by this agreement with the DSH of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410, and any security incident of which it becomes aware;
- iv. in accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit

confidential information on behalf of Contractor enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

- v. to provide access and make available confidential information in a designated record set to the DSH or to an Individual in accordance with 45 C.F.R. section 164.524 and California Health and Safety Code section 123100 et seq. Designated Record Set shall mean the group of records maintained for the DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of the DSH. Contractor shall use the forms and processes developed by the DSH for this purpose and shall respond to requests for access to records transmitted by the DSH within 15 calendar days of receipt of the request by producing the records or verifying that there are none;
- vi. if Contractor maintains an Electronic Health Record with PHI and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e);
- vii. if Contractor receives data from DSH that was provided to the DSH by the Social Security Administration, upon request by the DSH, Contractor shall provide the DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;
- viii. make any amendment(s) to confidential information in a Designated Record Set as directed or agreed to by the DSH pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy the DSH's obligations under 45 C.F.R. section 164.526;
- ix. to document and make available to the DSH or (at the direction of the DSH) to an individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 and 42 U.S.C. section 17935(c). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;
- x. to the extent Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the DSH in the performance of such obligation(s); and
- xi. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:

- A. Except as otherwise provided in this Agreement between Contractor and the DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities, or services identified in this Agreement with the DSH provided that such use or disclosure would not violate federal or state laws or regulations.
- B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this agreement with the DSH or as required by law.
- C. Contractor may use and disclose confidential information for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such uses and disclosures are required by law.
- D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by Contractor on behalf of the DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of the DSH.

5. SAFEGUARDS:

- A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by this Agreement with the DSH. Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., USB drives and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle), and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

- A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized

persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.

- i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - (1) network-based firewall and/or personal firewall,
 - (2) continuously updated anti-virus software and
 - (3) patch-management process including installation of all operating system/software vendor security patches.
- ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones, and PDAS) with a solution that uses proven industry standard algorithms.
- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

8. NOTIFICATION OF BREACH:

- A. During the term of this Agreement with the DSH, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410.

9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Chief Information Security Officer by telephone call and email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of this Agreement with the DSH, or potential loss of DSH confidential data. If the security incident occurs after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor shall take:
- i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

10. INVESTIGATION OF BREACH:

- A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within eight hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer of at least the following:
- i. the data elements involved and the extent of the confidential data involved in the breach;
 - ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent, or disclosed confidential information;
 - iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent, or disclosed;
 - iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and
 - v. whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

- A. Contractor shall provide a written report of the investigation to the DSH Information Security Officer within 10 working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

- A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

13. DSH CONTACT INFORMATION:

- A. Contractor shall direct communications to the DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

DSH Program Contract Manager	DSH Chief Privacy Officer	DSH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Chief Privacy Officer Office of Legal Services 1600 9 th Street, Room 433 Sacramento, CA 95814 Email: yamin.scardigli@dsh.ca.gov Telephone: (916) 654-3721	Chief Information Security Officer Information Security Office 1600 9th Street, Suite 250 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: (916) 654-4218

14. INTERNAL PRACTICES:

- A. Contractor shall make Contractor's internal practices, books, and records relating to the use and disclosure of DSH confidential information received from the DSH, or created, maintained, or received by Contractor, available to the DSH or to the Secretary in a time and manner designated by the DSH or by the Secretary, for purposes of determining the DSH's compliance with HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

- A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement between the DSH and Contractor by employees who assist in the performance of functions or activities under this Agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this Agreement.

16. EFFECT OF TERMINATION:

- A. Upon termination or expiration of this Agreement between Contractor and the DSH for any reason, Contractor shall return, at its sole expense, to the DSH all confidential information within five business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all confidential information received from the DSH or created or received by Contractor on behalf of the DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

- B. The DSH shall notify Contractor and Contractor shall notify the DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or the DSH from an Individual to satisfy 45 C.F.R. section 164.522.
- C. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement with the DSH, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers, or employees for claimed violations of HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.
- D. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of this Agreement between Contractor and the DSH is intended to confer, nor shall anything herein confer, upon any person other than the DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- E. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- F. A reference in the terms and conditions of this Agreement between the DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.
- G. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

- A. The DSH may immediately terminate this Agreement between Contractor and the DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

19. TERMINATION FOR CAUSE:

- A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii), upon the DSH's knowledge of a material breach or violation of this Exhibit by Contractor, the DSH shall:
- i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the Agreement if Contractor does not cure the breach or end the violation within the time specified by the DSH; or
 - ii. Immediately terminate the Agreement if Contractor has breached a material term of this Exhibit and cure is not possible.

Revision 2-7-19

EXHIBIT B

JBCT PROGRAM STAFFING PLAN

Kings County, CA JBCT Program Staffing Plan									
Day Shift									
Position	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk	FTE
Psychologist/Program Director	8		8		8			24	0.60
Psychiatrist		4		4				8	0.20
Competency Trainer	4	4	4	4	4			20	0.50
Clinician	4	4	4	4	4			20	0.50
Administrative Assistant	4	4	4	4	4			20	0.50
Total Hours/FTE – Day								92	2.30
Weekly Total									
Total Hours/FTE per week								92	2.30

Exhibit C
HIPAA Business Associate Exhibit

I. Recitals.

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

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

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

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

E. As set forth in this Agreement, the identified Contractor is the County’s Business Associate, who will provide services and arrange, perform, or assist in the performance of functions or activities on behalf of the County, which may result in the creation, receipt, maintenance, transmission, or use or disclosure of PHI.

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

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

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

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

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

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

B. **Specific Use and Disclosure Provisions.** Unless otherwise indicated in this Exhibit or the Parties' Agreement, Business Associate may:

1) **Use and disclose PHI to provide medical, mental health, dental, and other health related services to individuals incarcerated in the County's detention facilities, as well as manage and administer the provision of such services.** Use and disclose PHI for the purposes set forth in the parties' Agreement, as set forth therein and its exhibits. Business Associate shall be responsible for providing any disclosures as required by law or obtaining assurances from the individual to whom the PHI is disclosed that the PHI will remain confidential and will not be further disclosed except as permitted or required by law or for the purpose for which it was disclosed. Further, Business Associate shall obtain assurances that the individual will notify Business Associate of any instances where the confidentiality of the information has been breached, to the extent the individual is aware of said breach.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) **Security Officer.** If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County ITSD Help Desk. Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) ***Investigation of Breach.*** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. ***Within seventy-two (72) hours of the discovery,*** to notify the County:

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

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

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

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

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

With a copy to:
Office of the County Counsel
1400 W. Lacey Blvd.
Hanford, CA 93230

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

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

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

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

IV. Obligations of County.

County agrees to:

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

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

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

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

VI. Termination.

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

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

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

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

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

Business Associate is a party or has been joined.

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

VII. Miscellaneous Provisions.

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

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

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

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

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

relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

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

release.

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

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

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

II. **System Security Controls.**

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

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

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

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

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

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

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

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

Exhibit D

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 D

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.)



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 28, 2020

SUBMITTED BY: Human Resources – Henie Ring

SUBJECT: FACE COVERING POLICY FOR NOVEL CORONAVIRUS

SUMMARY:

Overview:

A policy is needed to outline standards for face coverings in response to Novel Coronavirus (COVID-19). The County has a duty under the law, including the California Occupational Safety and Health Act, to maintain safe and healthy working conditions for employees. As part of the County's obligation to provide a safe work environment for all employees, the Human Resources Office recommends the implementation of the Face Covering Policy for COVID-19 regarding the use of face coverings.

Recommendation:

Approve the Face Covering Policy for COVID-19.

Fiscal Impact:

None.

BACKGROUND:

On March 4, 2020, the Governor of California proclaimed a State of Emergency because of the increase in cases reported of COVID-19. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020, the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings. In response to the ongoing COVID-19 concerns, the Human Resources Office recommends the implementation of the proposed policy to mitigate the transmission of COVID-19 among Kings County staff and customers.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item


FACE COVERING POLICY FOR NOVEL CORONAVIRUS (COVID-19)

April 28, 2020

Page 2 of 2

The Face Covering Policy for COVID-19 is an emergency policy in accordance with Government Code section 3504.5(b) that provides an emergency exception to the normal meet and confer process. A notice will be sent to each bargaining unit, and the County will provide them with the opportunity to meet and confer on this policy at the earliest practicable time. Except as modified by the proposed policy, all County policies, procedures, regulations, and Memoranda of Understanding remain in full force and effect.

The proposed Face Covering Policy for COVID-19 has been reviewed and approved as to form by County Counsel and a copy of the proposed policy is attached to this agenda item.

	<p>COUNTY OF KINGS California POLICY MANUAL</p>	<p>Policy Subject: Face Covering Policy Section: 10 Number: BOS Agenda Date: Tape: Reading: File No.</p>
<p>SUBJECT</p> <p><u>Face Covering Policy for COVID-19</u></p>	<p>By Action of the Board of Supervisors</p> <p><input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Emergency Action</p>	
<p>DEPARTMENT</p> <p>Human Resources Department</p>	<p>Effective Date: Revision Date: <i>Citation:</i></p>	
<p>Overview:</p>		

POLICY

This policy will be administered in accordance with the Centers for Disease Control and Prevention (CDC) updated guidelines to mitigate the transmission of COVID-19 among Kings County staff and customers.

APPLICABILITY

This Policy is applicable to all current employees of the County.

PURPOSE

The County has a duty under the law, including the California Occupational Safety and Health Act, to maintain safe and healthy working conditions for employees. As part of the County’s obligation to provide a safe work environment for all employees, the County institutes the following Policy regarding the use of face coverings:

This is an emergency policy in accordance with Government Code section 3504.5 subdivision (b) that provides an emergency exception to the normal meet and confer process. A notice will be sent to each bargaining unit, and the County will provide them with the opportunity to meet and confer on this policy at the earliest practicable time.

Except as modified by this Policy, all County policies, procedures, regulations, and Memoranda of Understanding remain in full force and effect. This Policy recognizes the importance of the County’s employees in implementing the County’s mission, the importance of keeping all County employees and the community safe, and the importance of protecting employees’ due process rights.

This Policy is subject to change at any time, based on changing circumstances, information known about the COVID-19 virus or any other communicable diseases, and based on the recommendations of the California Department of Public Health (CDPH) and in consultation with the County Health Officer. The County will notify County employees of any changes to this Policy and will comply with all applicable laws regarding notice to bargaining units, as required.

PROCEDURE

I. Criteria for Use of Face Coverings

To the extent practical, all employees should wear cloth face coverings while at their place of employment. CDC guidance is very broad on what is an effective face covering: Cloth, covering nose and mouth, ties or ear loop to secure. Refer to the CDC website for full details concerning COVID-19 and face coverings (www.cdc.gov). To the extent possible, wide flexibility will be given to defining “face coverings.” Employees are authorized to wear medical or construction-type masks or other cloth coverings, such as bandanas, scarves made of dense fabric, neck gaiter or other fabric face coverings. Face coverings should be in good taste and conducive to a conservative environment.

When you wear a cloth face covering, it should:

- Fit snugly but comfortably against the side of the face;
- Cover the nose, mouth, chin, and cheek area of face;
- Not obstruct vision or cover eyes;
- Be secured with ties or ear loops;
- Include multiple layers of fabric;
- Allow for breathing without restriction; and
- Comply with all CalOSHA standards and requirements to avoid injuries in the workplace.

Employees should always wash hands or use hand sanitizer before and after touching the face covering. When putting on and taking off the face covering, do not touch the front of it as you should only handle the ties or ear straps.

II. When to Wear Face Coverings

Face coverings should be worn in public settings where other social distancing measures are difficult to maintain, especially in areas of significant community-based transmission. Face coverings should be worn while working in County buildings, lobbies, cubicles, conference rooms, private offices, etc. If an employee has a private office, face coverings can be removed if working alone, but should be replaced when staff enters or a meeting is taking place in a private office. At anytime an employee is not wearing a face covering at work, social distancing practices and protocols should always be followed. Employees

can take off their masks to eat and drink when they are on premises in a location where they can maintain a distance of 6 feet.

The CDC has made clear that the cloth face coverings guideline for non-medical settings are not surgical masks or N-95 respirators. Those are reserved for healthcare workers and other medical first responders, as recommended by current CDC guidance. Healthcare workers and other medical first responders must follow the protocols regarding use of surgical masks or N-95 respirators.

III. Care of Face Coverings

Face coverings should be washed, ideally after each use, or at least daily. CDPH recommends to have a bag or bin to keep cloth face coverings in until they can be laundered with detergent and hot water and dried on a hot cycle. If employees must re-wear cloth face coverings before laundering, handwashing protocols should be followed.

IV. Discard Face Coverings When:

- No longer cover the nose and mouth;
- Have stretched out or damaged ties or straps;
- Cannot stay on the face;
- Have holes or tears in the fabric; or
- Face covering has changed in shape.

V. Availability of Face Coverings

Employees may use a personal face covering as long as it fits the criteria as stated in Section I. If any County employee is in need of a face covering, they should contact their manager or supervisor. Requests for new, additional, or replacement face coverings can be made to Administration, Risk Division at ext. 2518 or ext. 2374.

VI. Department Personal Protective Equipment (PPE)

The Face Covering Policy for COVID-19 does not replace any job specification requirements regarding PPE use. Employees are required to continue practices established by their Department policies and procedures regarding PPE use.

VII. Compliance

For the County to mitigate transmission of COVID-19 among Kings County staff and customers, employees are expected to adhere to wearing a face covering until otherwise directed. Employees who violate the Face Covering Policy for COVID-19 may be subject to disciplinary action.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 28, 2020

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: NOVEL CORONAVIRUS COUNTY UPDATE

SUMMARY:

Overview:

On March 4, 2020, the Governor of California proclaimed a State of Emergency throughout California because of the increase in cases reported of the novel coronavirus, a disease now known as COVID-19. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020, the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings.

Recommendation:

- a. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary; and
- b. Receive an update on the Shelter in Place order and take action as necessary.

Fiscal Impact:

The fiscal impact to the County is unknown at this time. The County is tracking all of its costs related to the emergency.

BACKGROUND:

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

NOVEL CORONAVIRUS (COVID-19) COUNTY UPDATE

April 28, 2020

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December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response.

Staff will also provide an update on the status of the State's and County's Shelter in Place order.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM April 28, 2020

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: FY 2020/2021 BUDGET UPDATE

SUMMARY:

Overview:

In preparation for the Fiscal Year (FY) 2020/2021 Proposed Budget the County is facing significant funding impacts and cost increases. Administration will provide an update on the budget. The County Administrative Officer is requesting to differ consideration of salary cuts at this time.

Recommendation:

Receive an update on the County Budget and take action as deemed necessary.

Fiscal Impact:

The County General Fund is realizing significant revenue losses related to the novel coronavirus 2019 pandemic.

BACKGROUND:

The Administration Office is in the process of preparing the Proposed Budget for FY 2020/2021. In review of year end fund balances, projected tax revenues have decreased and expenditures have risen, creating a large budget imbalance. A hiring freeze was authorized by the Board on April 14, 2020, with exceptions to be authorized by the County Administrative Office. Your Board elected to take a five percent salary reduction on April 21, 2020. Administration is requesting to hold off on salary reductions at this time, so they can work with the Department Heads on alternative solutions to these impacts.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2020.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.