

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, August 11, 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.

- **Web Access:** To access the meeting via computer, please go to the County's homepage (<https://www.countyofkings.com/>) and click on the link that says **Join Meeting**. You may also participate from your smart phone by downloading the **WebEx Meetings app** to your smartphone. After opening the app, click on **Join Meeting**, and then enter the meeting information. The **meeting number is 133 345 7466** and the **password is KingsBOS**.
- 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 133 345 7466#**.
- 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 – Robert Needham, Kings County Sheriff’s Chaplain
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. Approval of the minutes from the August 4, 2020 regular meeting.
- IV. CONSENT CALENDAR**
- A. Behavioral Health Department:**
Consider approving an amendment to Agreement No. 19-115 with Kings View for Mental Health Services and Substance Use Disorder Programs for Fiscal Year 2019-2020.
- B. Community Development Agency:**
1. Consider adopting a Resolution authorizing the application for funding under the 2020 Community Development Block Grant – Coronavirus Response Round 1 (CDBG-CV1) Allocations.
 2. Consider:
 - a. Finding that that the notice of non-renewal is categorically exempt from environmental review (CEQA Guidelines Section 15317); and
 - b. Approving the Partial Non-Renewal for Land Conservation “Williamson Act” Contract Number 451.
- C. Public Works Department:**
1. Consider:
 - a. Declaring four CAT and one JCB heavy equipment pieces surplus; and
 - b. Authorizing the Purchasing Manager to sell this surplus equipment at public auction.
 2. Consider accepting the dedication for In-Lieu Parcel Map 19-09 (Gary Brazil and Jeanette Brazil) into the County Maintained Mileage.
- D. Administration/California Public Financing Authority:**
Consider adopting a Resolution approving the tax-exempt financing and the issuance of the bonds by the California Public Finance Authority for Beverly Oncology & Imaging Centers, Medical Group, Inc. for the Beverly Proton Therapy Project.
- V. REGULAR AGENDA ITEMS**
- A. Behavioral Health – Lisa Lewis/UnChong Parry**
Consider authorizing the County Administrative Officer to sign the letter giving the County’s reasonable consent to Kings View to enter into a sublease of the premises at 1393 Bailey Drive with Genoa Healthcare, LLC. to provide pharmacy services.
- B. Information Technology Department - John Devlin**
1. Consider approving an Agreement with Communication Resource, Inc. for maintenance service County’s Avaya Telephone system.
 2. Receive an update on the property valuation and tax software system and consider:
 - a. Directing staff to work with County Counsel to notify Harris Computer Corporation to terminate the current contract; and
 - b. Directing staff to enter negotiations with Megabyte for a Tax System.



C. Department of Public Health – Edward Hill/Nancy Gerking

Consider adopting a Resolution declaring August 2020 as Valley Fever Awareness Month in Kings County.

D. Administration - Rebecca Campbell

Department of Public Health - Edward Hill

1. Consider:
 - a. Authorizing the County Administrative Officer and the Director of Public Health to sign the County Medical Services Program Governing Board COVID-19 Emergency Response Grant Program grant agreement in effect from July 1, 2020 to December 31, 2021; and
 - b. Adopting the budget change. **(4/5 vote required)**
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; and
 - b. Receive an update on the State’s roadmap for modifying the statewide order and take action as necessary

VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VII. ADJOURNMENT

The next regularly scheduled meeting is scheduled for August 18, 2020, at 9:00 a.m.

VIII. 2:00 PM BOARD OF EQUALIZATION HEARING

FUTURE MEETINGS AND EVENTS

| | | |
|-----------|---------|--------------------------------|
| August 18 | 9:00 AM | Regular Meeting |
| August 18 | 2:00 PM | Board of Equalization Hearings |
| August 24 | 9:00 AM | Board of Equalization Hearings |
| August 25 | 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
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 Action Summary

Date: Tuesday, August 4, 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 –Doug Verboon, Supervisor District 3
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.

Congressman T.J. Cox, stated that he submitted a letter to the Board stating that in addition to the \$15,662,000 allocated for Kings County as part of the CARES Act, he is offering support as one of your elected Members of Congress and heard on Monday that \$52 million in new federal aid is being sent by the state to local coordinators to improve testing in the Central Valley and hopes these funds will be quickly utilized to stem the recent surge in coronavirus cases.

Joanne Doerter, Hanford Mall General Manager stated that she had to give notice to tenants in the Hanford Mall for the required closure as set by Governor Newsom and was advised that several businesses will be moving to other locations and stated her concerns for COVID testing requirements and delayed time for people to get their results in Kings County.

III. APPROVAL OF MINUTES

- A. Report out from Closed Session on July 28, 2020.**
REPORT OUT: Lee Burdick, County Counsel stated that no reportable action was taken in closed session on July 28, 2020.
- B. Approval of the minutes from the July 28, 2020 regular meeting.**
ACTION: APPROVED AS PRESENTED (RF, CP, JN, RV, DV-Aye)

IV. CONSENT CALENDAR

- A. Agriculture Department:**
Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Bee Safe Program. **[Agmt 20-078]**
- B. Behavioral Health Department:**
Consider approving the Memorandum of Understanding with University of California Berkeley to provide therapeutic treatment sleep studies to Kings County funded mental health services serving consumers.
- C. Community Development Agency:**
1. Consider approving the Agreement to the Termination of Declaration of Intent and Acknowledgment of Penalty for Unlawful Conveyance and Joint Management Agreement.
 2. Consider:
 - a. Approving the revision to Land Conservation Contact No. 185 for Agricultural Land Division No. 20-01; and
 - b. Authorizing the Chairman to sign the Amended Declaration of Intent and Acknowledgment of Penalty for Unlawful Conveyance.
- D. Fire Department:**
Consider authorizing the Director of Finance to sign the loan purchase agreement and all supporting documents between the County of Kings and Bank of the West for financing of three new fire vehicles.



CONSENT CALENDAR CONTINUED

E. Department of Public Health:

1. Consider:
 - a. Authorizing the Director of Public Health to sign the Adverse Childhood Experiences Aware Program Agreement retroactively in effect from July 1, 2020 to June 30, 2021; and
 - b. Adopting the budget change. **(4/5 vote required)**
2. Consider:
 - a. Approving the Agreement with the City of Hanford for the 2019-2020 Community Development Grant Program for medical support to the homelessness population in Kings County; and **[Agmt 20-079]**
 - b. Authorizing the Director of Public Health to sign any future amendments, extensions or renewals related to this grant agreement.

F. Human Resources Department:

1. Consider:
 - a. Approving the revised job specification for Road Maintenance Worker I with no change in salary; and
 - b. Approving the revised job specification for Road Maintenance Worker II with no change in salary.

G. Probation Department:

1. Consider:
 - a. Authorizing the County Administrative Officer to sign the Inter-local Agreement between the City of Hanford and the County of Kings to allow Hanford to apply for funding under the Justice Assistance Grant Program; and
 - b. Acknowledging that the County will not receive funding for the year 2020.

H. Sheriff's Office:

1. Consider:
 - a. Adopting a Resolution authorizing participation in the Alcohol Policing Partnership grant;
 - b. Authorizing the Sheriff to sign the grant agreement; and
 - c. Adopting the budget change. **(4/5 vote required)**
2. Consider:
 - a. Approving the Kings County Sheriff's Office to accept the 2020 COPS Hiring Program; and
 - b. Add 4.0 Full Time Equivalent Deputy Sheriff I/II positions to Sheriff Operations; and
 - c. Authorizing the Sheriff and the County Administrative Officer to sign the electronic grant award documents required to be signed before August 10, 2020.

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

V.

REGULAR AGENDA ITEMS

A. Behavioral Health Department - Lisa Lewis/UnChong Parry

1. Consider:
 - a. Approving the Sublease Agreement between Kings View Corporation and Genoa Healthcare, LLC to provide pharmacy services; and **[Lease 261.1]**
 - b. Authorizing the County Administrative Officer to sign the approval letter.

ACTION: ITEM PULLED AND WILL BE BROUGHT BACK ON AUGUST 11, 2020 WITH AMENDED LANGUAGE (JN, RF, RV, CP, DV-Aye)

B. Community Development Agency – Greg Gatzka/Alex Hernandez

Consider directing staff on how to proceed with the Community Development Block Grant – Coronavirus Response Round 1 application and which eligible activity or project to apply for.

ACTION: APPROVED PROCEEDING WITH KINGS COMMUNITY ACTION ORGANIZATION PROPOSAL FOR RENTAL ASSISTANCE PROGRAMS AS LONG AS IT DOESN'T DUPLICATE OTHER PROGRAMS (JN, RF, RV, CP, DV-Aye)



C. Human Services Agency- Sanja Bugay/ Antoinette Gonzales

1. Consider:

- a. Approving an Emergency Housing Agreement for a second motel site with Suryakant Patel, owner of Stardust Motel, to provide additional shelter for twenty additional rooms, retroactively from July 8, 2020 and shall continue month-to-month based on service need and Federal Emergency Management Agency approval, conditionally upon the Stardust Motel insurance meeting County requirements; and
- b. Approving the County to purchase upfront insurance costs, to be included in the final agreement.

ACTION: APPROVED AS PRESENTED (CP, DV, JN-Aye, RV, RF-No)

2. Consider:

- a. Approving the first Amendment to the Emergency Security Agreement with Royalty 92 Inc., dba Central Valley Signal 88 Security, to provide security services in support of Project RoomKey extending services under the Agreement from July 1, 2020 and continuing month-to-month based on service need and Federal Emergency Management Agency approval; **[Agmt 20-081]**
- b. Approving the first Amendment to the Laundry Agreement with Yaser Amireh of Aladdin's Carpet Inc. to extending laundry and room cleaning services under the Agreement from July 1, 2020 and continuing month-to-month based on service need and Federal Emergency Management Agency approval; **[Agmt 20-082]**
- c. Approving the fifth Amendment to the Agreement with Tadeo Mexican Restaurant to ensure proper authority under the County's Purchasing Policy; **[Agmt 20-083]**
- d. Approving the second Amendment to the Agreement with Protestant Episcopal Church of the Savior extending food services under the Agreement from August 1, 2020 continuing month-to-month based on service need and Federal Emergency Management Agency approval; and **[Agmt 20-084]**
- e. Approving an Agreement with Airs Management Inc. to provide food services effective August 10, 2020 and to continue month-to-month based on service need and Federal Management Agency approval, contingent on Airs Management Inc. meeting County insurance requirements. **[Agmt 20-085]**

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

C. Administration - Rebecca Campbell

Community Development Agency – Greg Gatzka

1. Consider:

- a. Approving the second amendment to State Agreement No. CCC-18-20012, and authorize the County Administrative Officer to sign the Amendment and any other future amendments; and
- b. Adopting the budget change. **(4/5 vote required)**

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



D. Administration - Rebecca Campbell

Department of Public Health - Edward Hill

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

THE BOARD RECEIVED AN UPDATE AND NO OFFICIAL ACTION WAS TAKEN.

- b. Receive an update on the State's roadmap for modifying the statewide order and take action as necessary.

ACTION: APPROVED POLICY 10-19, THE RETURN TO WORK POLICY GUIDELINES (CP, RV, RF, DV-Aye, JN-No)

- c. Consider approving an Agreement with JCR Entertainment, LLC for a COVID-19 media campaign with World Champion Boxer Jose Ramirez; and **[Agmt 20-086]**

ACTION: APPROVED AS PRESENTED (CP, RV, DV-Aye, JN, RF-No)

- d. Receive and update on Project HomeKey and take action as deemed necessary.

ACTION: AUTHORIZED STAFF TO BRING AN ITEM BACK ON THE NEXT AGENDA TO APPLY FOR PROJECT HOMEKEY FUNDING AS PRESENTED (JN, CP, RV, RF, DV-Aye)

VI. PUBLIC HEARING

10:00 AM A. Public Works Department – Kevin McAlister

1. a. Conduct a public hearing to receive public input on the formation of the General Petroleum Kettleman City Underground Utility District; and
- b. Consider adopting a Resolution forming the General Petroleum Kettleman City Underground Utility District. **[Reso 20-050]**

SUPERVISOR VERBOON OPENED THE PUBLIC HEARING, NO TESTIMONY WAS RECEIVED AND THE PUBLIC HEARING WAS CLOSED.

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

VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Valle stated that there were a lot of technical challenges and asked for IT staff to be in the room during the meetings to help make things run more smoothly.

Supervisor Neves stated that staff up and down the State are working to keep the technology from being overloaded and stated that broadband will deteriorate with more users and add in external issues with users which creates a perfect storm for things to go wrong like today and thanked staff for all their work. He stated that participated in the Kings Waste & Recycling Authority meeting on August 29, 2020.

Supervisor Verboon stated that he participated in a conference call with Congressman T.J. Cox to discuss Project Home Key on August 30, 2020.

- ◆ Board Correspondence: **Rebecca Campbell stated that the Board received a letter from Congressman TJ Cox regarding COVID-19.**
- ◆ Upcoming Events: **None**



- ◆ Information on Future Agenda Items: **Rebecca Campbell** stated that the following items would be on a future agenda: **Administration – Covid-19 update (study session on project homekey), Administration – County Medical Services Program Governing Board Covid-19 Emergency Response Grant Program, Public Health – Resolution proclaiming August 2020 as Valley Fever Awareness Month in Kings County, Community Development Agency – Property owner initiated notice of partial non-renewal of land conservation contract number 451, Information Technology – Maintenance & Service agreement with communication resources, Information Technology – Study session on the Property Assessment & Tax System Replacement and Public Works – Declare Heavy Equipment as Surplus Assets, Public Works – In-lieu parcel map 19-09 dedication.**

VII. CLOSED SESSION

- ◆ **Personnel Matters: [Govt. Code Section 54957]**
Public Employment
Title: Director of Public Works

REPORT OUT: Lee Burdick, County Counsel stated that she did not anticipate any reportable action being taken in closed session today.

IX. ADJOURNMENT

The next regularly scheduled meeting is scheduled for August 11, 2020, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

| | | |
|-----------|---------|--|
| August 10 | 9:00 AM | Board of Equalization Hearings Cancelled |
| August 11 | 9:00 AM | Regular Meeting |
| August 11 | 2:00 PM | Board of Equalization Hearings |
| August 18 | 9:00 AM | Regular Meeting |
| August 18 | 2:00 PM | Board of Equalization Hearings |
| August 24 | 9:00 AM | Board of Equalization Hearings |
| August 25 | 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 August 11, 2020

SUBMITTED BY: Behavioral Health – Lisa Lewis/Unchong Parry

SUBJECT: AMENDMENT TO AGREEMENT WITH KINGS VIEW COUNSELING SERVICES FOR MENTAL HEALTH SERVICES

SUMMARY:

Overview:

Behavioral Health requests approval of an amendment to Agreement No. 19-115, the County’s agreement with Kings View Counseling Services (“Kings View”) for Mental Health Services and Substance Use Disorder (SUD) Programs to cover the increase in costs for Fiscal Year (FY) 2019-2020.

Recommendation:

Approve an amendment to Agreement No. 19-115 with Kings View for Mental Health Services and Substance Use Disorder Programs for Fiscal Year 2019-2020.

Fiscal Impact:

There will be no impact to the County General Fund. Behavioral Health receives funding from the State Department of Healthcare Services (DHCS) to fund the programs and services in the Agreement. Revenues are distributed in Behavioral Health Budget Units 420000, 422100, and 422200. The Fiscal Year (FY) 2019-2020 agreement budget was approved for the amount of \$9,833,397. The amended budget is \$10,049,833.

BACKGROUND:

Kings County Behavioral Health (“Department”) historically contracts with Kings View to provide Mental Health, Outpatient Substance Use Disorder, and Mental Health Services Act (MHSA) Programs for Kings County and its residents. In FY 2019-2020, the Department decided to change the scope of services for which it contracted with Kings View, which included discontinuing the SUD programs in December 2019, increasing

(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

AMENDMENT TO AGREEMENT WITH KINGS VIEW COUNSELING SERVICES FOR MENTAL HEALTH SERVICES

August 11, 2020

Page 2 of 2

psychiatry services to meet the Network Adequacy Certification Tool (NACT) standards by the Department of Health Care Services (DHCS), and continuing to transition to Managed Care Services. In addition, operational expenses were incurred from the building remodel project, which began in April 2020, as well as COVID-19 related expenses.

As a result, the total expenses for the FY 2019-2020 increased by \$216,436, which makes the final amount of funding owed \$10,049,833. However, Agreement No. 19-115 covered a two-year period, which included the amount budgeted for FY 2018-2019, \$10,310,355. The total expenses for FY 2018-2019 came in under budget at \$9,350,933.18, which left a total amount of \$989,421.82 remaining from the amount budgeted for FY 2018-2019.

The Amendment to the Agreement has been reviewed and approved by County Counsel as to form. A copy of the original agreement is on file with the Clerk of the Board.

Agreement No. 19-115.1

**FIRST AMENDMENT TO AGREEMENT NO. 19-115 BETWEEN
THE COUNTY OF KINGS AND KINGS VIEW CORPORATION FOR MENTAL
HEALTH AND SUBSTANCE USE DISORDER SERVICES**

This first amendment to that Agreement commencing on July 1, 2018, (“Amendment I”) is made on the _____ day of, 2020, by and between the County of Kings (“County”) and Kings View Corporation, doing business as Kings View Counseling Services for Kings County (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the County and Contractor entered into Agreement No. 19-115 (“Agreement”) commencing on July 1, 2018, for the provision of mental health services in compliance with the County’s Mental Health Plan;

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

WHEREAS, the parties intend to modify this Agreement to increase the compensation due Contractor for services rendered in the 2019/2020 Fiscal Year.

NOW, THEREFORE, the parties agree as follows:

1. Section 3, paragraph 2, shall be amended as follows:

The maximum amount of compensation to be paid Contractor for services rendered in Fiscal Year 2019/2020 shall be limited to \$10,049,833.00.

2. The recitals are an integral part of this Amendment and are incorporated herein.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment I to Agreement No. 19-115 to be executed on the day and year as provided above.

County of Kings

Kings View Corporation

By: _____
Doug Verboon, Chairman of the
Board of Supervisors

By: _____

RECOMMENDED:

By: _____
Dr. Lisa Lewis, Director
Kings County Behavioral Health

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____
Carrie R. Woolley, Assistant County Counsel



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 11, 2020

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

SUBJECT: 2020 COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS
RESPONSE ROUND 1 APPLICATION

SUMMARY:

Overview:

The Kings County Community Development Agency is proposing to apply for up to \$137,099 under the 2020 CDBG-CV1 Notice of Funding Availability (NOFA) for (05Q) **Subsistence Payments** for a one time or short term (no more than three months) emergency payments on behalf of individuals or families, generally for the purpose of preventing homelessness. Examples include utility payments to prevent cutoff of services, and rent/mortgage payments to prevent eviction for low and moderate-income individuals within the unincorporated areas of Kings County.

Recommendation:

- a. **Submit a 2020 Community Development Block Grant- Coronavirus Response Round 1 application not to exceed \$137,099 in funding for (05Q) Subsistence Payments, which is to be submitted not later than August 31, 2020; and**
- b. **Adopt the attached Resolution which:**
 - 1) **Authorizes the submission of the grant application for (05Q) Subsistence Payments; 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.**

Fiscal Impact:

None to the General Fund. Community Development Agency staff time needed to prepare the application is already covered within the Fiscal Year 2020-2021 Proposed department budget. If awarded, any approved activity or project as well as grant administration will be funded by the CDBG-CV1 grant award.

(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

2020 COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS RESPONSE ROUND 1 APPLICATION

August 11, 2020

Page 2 of 2

BACKGROUND:

The State of California, Department of Housing and Community Development administers a federal program known as the State Community Development Block Grant (CDBG) Program. The State Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for Coronavirus Response known as the Community Development Block Grant Program – Coronavirus Response Round 1 (CDBG-CV1) on June 5, 2020. Funds are available to eligible jurisdictions to perform activities or projects related to COVID-19 response and recovery. A list of eligible activity categories is attached as Exhibit A, and activities must demonstrate a direct connection to serving low and moderate-income areas, clientele, housing, or jobs. Kings County has an allocation amount of \$137,099; therefore, staff would like to respond to the NOFA with an application. The deadline to apply for this funding is August 31, 2020.

The Board held a public hearing on July 28, 2020 to solicit public input for projects that could benefit from the CDBG-CV1 funds. Upon receiving public input, the Board closed the public hearing and tabled the discussion for a later meeting to allow the board some time to consider other possible projects.

On August 4, 2020, the Board discussed the projects and directed staff to proceed with an application of \$137,099 for (05Q) Subsistence Payments.

STAFF RECOMMENDATION:

Therefore, Staff is recommending that your Board, approve the attached resolution which:

1. Authorizes the submission of the grant application not to exceed \$137,099 for (05Q) Subsistence Payments; 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 –
CORONAVIRUS RESPONSE ROUND 1 ALLOCA-
TION OF THE STATE CDBG PROGRAM _____/

RESOLUTION NO. _____

Re: 2020 CDBG-CV1 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 2020 Community Development Block Grant – Coronavirus Response Round 1(CDBG-CV1) 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-CV1 funds not to exceed \$137,099 for (05Q) Subsistence Payments; 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-CV1 Program which will request a funding allocation of \$137,099 for (05Q) Subsistence Payments within the unincorporated communities of Kings County.
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-CV1 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 11th day of August, 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 11th day of August, 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 August 11, 2020

SUBMITTED BY: Community Development Agency – Greg Gatzka/Kao Nou Yang

SUBJECT: PROPERTY OWNER INITIATED NOTICE OF PARTIAL NON-RENEWAL OF
LAND CONSERVATION CONTRACT NUMBER 451

SUMMARY:

Overview:

The County has received a request for a partial non-renewal for Land Conservation “Williamson Act” Contract No. 451. The request will remove approximately one (1) acre of Land Conservation “Williamson Act” contracted land from the Williamson Act program.

Recommendation:

- a. Find that notice of non-renewal are categorically exempt from environmental review (CEQA Guidelines Section 15317); and
- b. Approve the Partial Non-Renewal for Land Conservation “Williamson Act” Contract Number 451.

Fiscal Impact:

The Partial Non-Renewal of Land Conservation “Williamson Act” Contract 451 will remove 1 acre of land from the County’s Land Conservation “Williamson Act” Program over the next nine years. Approval of the Partial Non-Renewal will cause the taxes on the properties to increase incrementally up to market value until they are no longer under contract.

BACKGROUND:

Pursuant to Section 51245 of the *Government Code*, the landowner may choose to not renew a Land Conservation contract provided that written notice of non-renewal is served ninety (90) days prior to the annual renewal date (January 1st). However, if the Board chooses to implement AB 1265 *Government Code* Section 51244(b), this will allowed the County to reduce the length of contract terms from ten years to nine years, and extend the 60 day deadline to provide written Notice of Non-Renewal. The application was received on June 23, 2020 prior to the annual deadline; therefore the non-renewals will be retroactively effective on January 1, 2020 resulting in a phasing out of the Williamson Act Contract on January 1, 2029. Please see the attached map for the site location. This Item has been reviewed by County Counsel.

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.

Recording requested by the
Kings County Board of Supervisors

When recorded, return to the
Kings County Planning Dept.
Kings County Government Center
1400 W. Lacey Blvd, Bld #6
Hanford, CA 93230

Space above this line for Recorder's use.

**NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION
CONTRACT NO. 451**

NOTICE IS HEREBY GIVEN BY "COUNTY OF KINGS" that all that portion of Land Conservation Contract No. 451 as described in Exhibit "A" attached hereto by and between the "COUNTY OF KINGS" and JARED LEE COHEA AND JOANNA KAY COHEA, HUSBAND AND WIFE AS JOINT TENANTS (OWNER), recorded MARCH 3, 1970, as Instrument No. 2961, in Book 950, Pages 149-150 of the Official Records of Kings County, California, **IS NOT TO BE RENEWED**. The expiration date of that portion not renewed is January 1, 2029. Approval of said non-renewal was authorized by the Kings County Board of Supervisors during a meeting held on _____.

IN WITNESS WHEREOF, the Chairperson of the Kings County Board of Supervisors has executed this Notice of Partial Non-Renewal this _____ day of _____.

COUNTY OF KINGS

By _____
Doug Verboon
Chairperson of the Board of Supervisors

Jared Lee Cohea (Owner)

Joanna Kay Cohea (Owner)

STATE OF CALIFORNIA
COUNTY OF KINGS

On the _____ day of _____, _____, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Doug Verboon, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

_____ Clerk

EXHIBIT "A"

NOTICE OF A PARTIAL NON-RENEWAL OF LAND CONSERVATION CONTRACT NO. 451

PARCEL 1 OF THE PARCEL MAP OF A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE UNINCORPORATED AREA OF THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED MAY 6, 2004 IN BOOK 16, PAGE 84 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 11, 2020

SUBMITTED BY: PUBLIC WORKS DEPARTMENT – Kevin McAlister/Mel Laningham
SUBJECT: DECLARE SPECIFIED HEAVY EQUIPMENT AS SURPLUS ASSETS
SUMMARY:

Overview:

The Public Works Department is seeking authorization to declare five (5) heavy equipment pieces as surplus and authorization for the Purchasing Manager to sell said items at public auction.

Recommendation:

- a. Declare four CAT and one JCB heavy equipment pieces surplus; and
- b. Authorize the Purchasing Manager to sell the surplus equipment at public auction.

Fiscal Impact:

Revenues from the sale of these fixed assets will be deposited into Fund 300110 (Roads), 88007 (Sale of Surplus).

BACKGROUND:

The Roads Division of Public Works has four (4) CAT and one (1) JCB heavy equipment that have been taken out of service. A list of these vehicles is provided below, with an explanation of the reason for this request, i.e. unable to meet emission standards, cost to repair, and/or age.

(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

DECLARE SPECIFIED HEAVY EQUIPMENT AS SURPLUS ASSETS

August 11, 2020

Page 2 of 2

| EQUIPMENT # | SERIAL # | YEAR | MAKE | MODEL | HOURS | REASON FOR SELLING |
|-------------|-------------------|------|------|------------|-------|--|
| 50300 | 4XMO1281 | 1999 | CAT | 12H | 9543 | EMISSIONS AND AGE |
| 50403 | 09XK00746 | 1997 | CAT | CB-214C | 965 | EMISSIONS AND AGE |
| 50414 | 5JR00199 | 1999 | CAT | PS0200B | 2192 | EMISSIONS AND AGE TOO COSTLY TO REPAIR |
| 50415 | 5JRO0167 | 1997 | CAT | PS0200B | 2622 | EMISSIONS AND AGE |
| 50905 | SLP215TCSEO433613 | 1995 | JCB | 215SERIES2 | 4261 | EMISSIONS AND AGE |



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 11, 2020

SUBMITTED BY: Public Works Department – Kevin McAlister
SUBJECT: IN-LIEU PARCEL MAP 19-09 DEDICATION

SUMMARY:

Overview:

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

Recommendation:

Accept the dedication for In-Lieu Parcel Map 19-09 (Gary Brazil and Jeanette Brazil) into the County Maintained Mileage.

Fiscal Impact:

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

BACKGROUND:

The owners of the parcel to be subdivided, (Gary Brazil and Jeanette Brazil) were required to dedicate additional right-of-way along the frontage of 8th Avenue as a condition of approval of this land division, to the minimum 30-foot half-width required by the Improvement Standards. This land division is located on 8th Avenue north of Excelsior Avenue, and divides one 34.17 acre parcel into two parcels, 2.50 and 31.67 acres in size, for the purpose of transferring title to an immediate family member.

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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 11, 2020

SUBMITTED BY: Administration –Rebecca Campbell
California Public Finance Authority – Caitlin Lanctot

SUBJECT: APPROVING A FINANCING OF UP TO \$160,000,000 OF BONDS TO
FINANCE OR REFINANCE THE ACQUISITION, CONSTRUCTION,
DEVELOPMENT, AND EQUIPPING OF BEVERLY PROTON THERAPY
PROJECT

SUMMARY:

Overview:

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986. The TEFRA hearing was held on August 4, 2020 and no comments were received.

Recommendation:

Adopt a Resolution approving the tax-exempt financing and the issuance of the bonds by the California Public Finance Authority for Beverly Oncology & Imaging Centers, Medical Group, Inc. for the Beverly Proton Therapy Project.

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The approval of the tax-exempt financing for the project will not place any financial obligations upon the County.

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing

(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

APPROVING A FINANCING OF UP TO \$160,000,000 OF BONDS TO FINANCE OR REFINANCE THE ACQUISITION, CONSTRUCTION, DEVELOPMENT, AND EQUIPPING OF BEVERLY PROTON THERAPY PROJECT

August 11, 2020

Page 2 of 2

Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure, and improve the overall quality of life in local communities.

Beverly Oncology & Imaging Centers, Medical Group, Inc. (“Beverly”), has requested that CalPFA issue revenue bonds in an amount not to exceed \$160,000,000 to finance or refinance the costs of the acquisition, construction, development and equipping of proton therapy facilities located at 111 West Beverly Blvd, Montebello, California (the “Project”).

A public hearing was held for this Project on August 4, 2020 and no comments were received. The Board has been asked to approve the issuance of the obligations as the host governmental unit.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by Beverly. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.



CALIFORNIA
PUBLIC
FINANCE
AUTHORITY

CERTIFICATION OF TAX EQUITY AND FISCAL RESPONSIBILITY ACT (TEFRA) HEARING

I, Mike LaPierre, hereby certify that I am a duly qualified and acting designated party to conduct a public hearing under the Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”) for the California Public Finance Authority (the “Authority”) related to a proposed bond issuance on behalf of Beverly Oncology Project.

I do hereby further certify as follows:

1. **Hearing Date.** On August 4, 2020, a hearing was opened at 10:00 a.m. and closed at 10:06 a.m.
2. **Hearing Location.** The hearing was conducted via a toll-free number provided to the public.
3. **Posting.** No fewer than 7 days prior to the date of this hearing, the notice of the TEFRA hearing was published in a newspaper having general circulation in the County of Kings, a notice setting forth the time, date, and subject matter of said hearing.
4. **Public Comments:** Public comments were not received from the following and summarized in the attached.

IN WITNESS WHEREOF, I have signed my name hereto on August 4, 2020.

Title: CalPFA – Program Administrator

EXHIBIT A

PUBLIC COMMENTS RECEIVED

There were no public comments made at the time of the hearing, nor were there comments received in writing in advance of the hearing.

EXHIBIT B

PROOFS OF PUBLICATION OF PUBLIC HEARINGS

[See attached.]

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$160,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, DEVELOPMENT AND EQUIPPING OF BEVERLY PROTON THERAPY PROJECT AND CERTAIN OTHER MATTERS RELATING THERETO _____ / RESOLUTION NO. _____

WHEREAS, Beverly Oncology & Imaging Centers, Medical Group, Inc., a California corporation (“Beverly”), has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of bonds in one or more series issued from time to time, including bonds issued to refund such bonds in one or more series from time to time, and at no time to exceed \$160,000,000 in outstanding aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, construction, development and equipping, improvement and equipping of proton therapy facilities located at 111 West Beverly Blvd, Montebello, California 90640 (the “Project”); and

WHEREAS, Beverly has assigned its rights in and to the Project to its affiliate Beverly Oncology Proton Medical Group, APC, a California medical professional corporation (“Beverly Proton”); and

WHEREAS, the Project is located within the City of Montebello; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the “County”) and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, a public hearing regarding the issuance of the Bonds has been held on behalf of the County, following notice duly given, and the Board of Supervisors now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Bonds for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ___ day of _____, 2020, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 20__.

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 August 11, 2020

SUBMITTED BY: Behavioral Health – Lisa Lewis/UnChong Parry

SUBJECT: CONSENT FOR KINGS VIEW CORPORATION TO SUBLET A PORTION OF ITS COUNTY-OWNED PREMISES TO GENOA HEALTHCARE, LLC TO PROVIDE ON-SITE PHARMACY SERVICES

SUMMARY:

Overview:

Behavioral Health requests authorization for the County Administrative Officer to sign the letter on behalf of the County to allow Kings View Corporation (“Kings View”) to enter into a sublease with Genoa Healthcare, LLC to provide pharmacy services within the premises located on 1393 Bailey Drive in Hanford.

Recommendation:

Authorize the County Administrative Officer to sign the letter giving the County’s reasonable consent to Kings View to enter into a sublease of the premises at 1393 Bailey Drive with Genoa Healthcare, LLC to provide pharmacy services.

Fiscal Impact:

There will be no impact to the County General Fund. There is no fee involved between the County and Kings View Corporation.

BACKGROUND:

The County has leased its building located at 1393 Bailey Drive, Hanford, CA, to Kings View to provide mental health services since 1978. The current lease agreement is for a term of ten (10) years, from May 1, 2015 to April 30, 2025, and includes an option to extend the lease for additional terms upon the mutual consent of the parties. Under Section 15 of the lease, Kings View cannot sublease any portion of the premises without obtaining the written approval of the County.

(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

CONSENT FOR KINGS VIEW CORPORATION TO SUBLET A PORTION OF ITS COUNTY-OWNED PREMISES TO GENOA HEALTHCARE, LLC TO PROVIDE ON-SITE PHARMACY SERVICES

August 11, 2020

Page 2 of 2

Kings View would like to sublease a portion of the premises to Genoa Healthcare, LLC (Genoa) to provide on-site pharmacy and related services. The pharmacy operation will be an on-site pharmacy, which will provide Kings View's clients, many of whom receive services through the County's mental health plan, with easier access to pharmacy services to continue working on improving their overall well-being. The on-site pharmacy will also encourage medication compliance by preventing clients from having to travel to multiple locations to pick up prescriptions.

Genoa has 20 years of experience of providing services within the behavioral health and addiction treatment community, as well as services to those with chronic health conditions, outpatient telepsychiatry, and medication management services. Their headquarters are located in Renton, Washington and they operate 532 pharmacies across the United States, with four (4) already established in California.

Genoa will operate the pharmacy on a day-to-day basis in compliance with all applicable federal, state, and local statutes and regulations. The on-site pharmacy will be a full-service, in-house pharmacy, which will provide Kings View's clients with direct access to a dedicated pharmacy team. The on-site pharmacists will also be part of an integrated care team, which will be available for consultations, questions, handling prior authorizations, and building trusting relationships with the consumers.

The building in which Kings View is located is approximately 22,000 square feet. The area to be sublet to Genoa will be 348 square feet and is located in Suite 149. The estimated build out expenses for this space is approximately \$50,000 and will be paid by Genoa. Genoa will also pay Kings View a monthly rent of \$696 for usage of the space.

If the Board approves the sublease agreement between Kings View and Genoa, Genoa will work directly with Public Works and the Community Development Agency to complete the remaining sublease process. In addition, Genoa will obtain State certification to provide pharmacy services in the County.

A copy of the sublease to be entered into by Kings View and Genoa is attached for your reference. County Counsel has reviewed the sublease and approved it as to form. The requested approval letter to be provided to Kings View has also been reviewed and approved by County Counsel.



OFFICE OF COUNTY ADMINISTRATOR

COUNTY OF KINGS
GOVERNMENT CENTER

Rebecca Campbell
COUNTY ADMINISTRATIVE
OFFICER

August 11, 2020

Re: Approval to sublease a portion of the County's premises located at 1393 Bailey Drive, Hanford, CA

Pursuant to Section 15 of the lease agreement between the County of Kings ("County") and Kings View Corporation, doing business as Kings View Counseling Services for Kings County ("Kings View"), for use of the County's premises at 1393 Bailey Drive in Hanford, California ("Premises"), Kings View must obtain the written approval from the County before subletting any portion of the Premises.

This letter serves as the County's written approval to sublease a portion of the Premises to Genoa Healthcare, LLC ("Genoa") to provide on-site pharmacy services to Kings View clients, subject to the following conditions:

- 1) The agreement between Kings View and Genoa to lease a portion of the premises ("Sublease") will be subject to the County's approval as to form and will, upon execution, incorporate the following provisions of the lease between the County and Kings View: Section 5 (utilities), Section 6 (routine maintenance), Section 7 (taxes), Section 9 (Fixtures, Improvements, or Alterations), and Section 12 (Indemnification).
- 2) The Sublease will automatically terminate if the lease between the County and Kings View terminates, either for convenience or cause, unless otherwise terminated by the parties or if the County chooses to enter into a separate lease agreement with Genoa.
- 3) Any modifications, upgrades, or other alterations to the premises made by either Kings View or Genoa must be made in conformance with all federal, state, and local laws, regulations, and policies, as well as pursuant to the direction and approval of the County's Director of Public Works and the Director of Community Development, as applicable.

Please note, Kings View remains responsible for the payment of rent under its lease with the County, as well as the costs of any repairs for damages to the Premises, whether made by Genoa or another party, as set forth in the lease.

Rebecca Campbell
County Administrative Officer
Kings County Administrative Officer

COMMERCIAL SUBLEASE

DATED: _____ (the "Effective Date")

PARTIES: Kings View (Sublandlord)
7170 North Financial Drive, Suite 110
Fresno, CA 93720

And

Genoa Healthcare, LLC (Subtenant)
a Pennsylvania limited liability company
707 S. Grady Way
Suite 700
Renton, WA 98057

This Sublease Agreement (this "***Sublease***") is made and entered into as of the Effective Date, by and between Kings View ("***Sublandlord***") and Genoa Healthcare, LLC ("***Subtenant***").

WHEREAS, pursuant to that certain lease dated May 1, 2015, by and between County of Kings ("***Prime Landlord***") and Sublandlord, as tenant (the "***Prime Lease***"), Prime Landlord leased and let unto Sublandlord that certain building, together with improvements thereon and appurtenances thereto, all located at 1393 Bailey Drive, Hanford, CA 93230 (hereinafter the "***Premises***") and more particularly described in the Prime Lease; and

WHEREAS, Sublandlord wishes to sublease and sublet unto Subtenant, and Subtenant desires to sublease and take from Sublandlord, a portion of the Premises demised under the Prime Lease on the terms and conditions set forth herein.

NOW, THEREFORE, Sublandlord leases to Subtenant and Subtenant leases from Sublandlord the Subleased Premises described below on the terms and conditions stated below:

1. **The Subleased Premises.** The Subleased Premises contains approximately 348 square feet of space (the "***Subleased Premises***") located in Suite 149 in the building known as 1393 Bailey Drive, Hanford, CA 93230 (the "***Building***") as more fully shown on the site plan ("***Site Plan***") attached hereto as Exhibit A and incorporated herein. Sublandlord grants to Subtenant access to and use of the common areas (the "***Common Areas***") in the Building and on the land surrounding the Building (the "***Land***").

2. **Performance for the Benefit of Sublandlord.** Except as the context may otherwise require, Subtenant's agreements, covenants, and obligations under this Sublease are made, given, and are to be performed, solely for the benefit of Sublandlord, and not for the benefit of Prime Landlord or any other person or entity, and it is specifically acknowledged and agreed that Subtenant shall have no contractual privity with or obligation to Prime Landlord, except as otherwise specifically set forth herein.

3. **Covenants of Quiet Enjoyment and Possession.**

3.1. Subtenant's Right to Quiet Enjoyment. Sublandlord warrants, covenants and agrees that Subtenant may peaceably hold and enjoy the Subleased Premises during the Term of this Sublease, subject to the terms and conditions of the Prime Lease.

Sublandlord's Authority. Sublandlord represents and warrants that Sublandlord has the power and authority to execute and deliver this Sublease and to comply with all the provisions hereof and that the Subleased Premises will be delivered to Subtenant free and clear of the right of possession of any party other than Subtenant. Sublandlord further represents that if the consent of Prime Landlord is necessary for Sublandlord to enter into this Sublease, Sublandlord obtained that consent from Prime Landlord.

4. **Use of the Subleased Premises.** Subtenant may use the Subleased Premises only for the purpose of providing the *Contractor Services* (the "*Permitted Use*"), as that term is defined in that certain Professional Services Agreement, of even date herewith, between Sublandlord and Subtenant (the "*PSA*"). Sublandlord represents and warrants that the Permitted Use is in compliance with all applicable laws, regulations, rules and ordinances governing same.

5. **Prime Lease: Subtenant's Rights and Obligations.**

5.1. Subject to Prime Lease. Sublandlord and Subtenant acknowledge that this Sublease is subject to and under the Prime Lease. In connection with the Prime Lease, Sublandlord hereby certifies, represents and warrants to Subtenant that:

(a) The Prime Lease is unmodified and is in full force and effect as of the date hereof and shall remain unmodified and in full force and effect as of the Effective Date. Sublandlord covenants and agrees that it shall not terminate, amend, modify, supplement or change in any way the terms and provisions of the Prime Lease in any manner that would adversely affect Subtenant without the express prior written consent of Subtenant and shall deliver copies of any such modifications to the Prime Lease to Subtenant within five (5) days of execution;

(b) There is no default under the Prime Lease by Prime Landlord or Sublandlord and to Sublandlord's actual knowledge, information and belief, no event exists which, with the passage of time, or the giving of notice, or both, would result in an event of default under the Prime Lease;

(c) There are no past due rents and/or other charges owing under the Prime Lease as of the date hereof;

(d) The Prime Lease has not been assigned, modified, supplemented, or amended, except as disclosed herein;

(e) The Prime Lease represents the entire agreement between Prime Landlord and Sublandlord;

(f) The term of the Prime Lease is scheduled to expire on April 30, 2025;

(g) The Sublease incorporates the following provisions of the Prime Lease as if set forth in full and binds Subtenant as if Subtenant were a party to the Prime Lease: Section 5 (utilities), Section 6 (routine maintenance), Section 7 (taxes), Section 9 (Fixtures, Improvements, or Alterations), and Section 12 (Indemnification).

(h) Prime Landlord has satisfied all its requirements under the Prime Lease as of the date of this Sublease;

(i) Prime Landlord has no defenses against the enforcement of the Prime Lease by Sublandlord or other claims against Sublandlord; and

(j) Sublandlord has delivered to Subtenant a true, correct and complete copy in all respects of the Prime Lease and attached hereto as Exhibit B.

5.2. Sublandlord duties. Sublandlord shall not: (i) breach or default under the Prime Lease, or (ii) take any action, or fail to take any action, under the Prime Lease that is inconsistent with the terms and provisions of this Sublease, that would terminate the Prime Lease or that would in any way impair, impede, jeopardize, or otherwise adversely affect Subtenant's rights and benefits under this Sublease or Subtenant's rights to full and unfettered use and enjoyment of the Subleased Premises. Sublandlord agrees to indemnify, defend and hold harmless Subtenant from and against all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees) of any kind whatsoever by reason of which the Prime Lease may be breached, terminated or forfeited due, in whole or in part, to the act, failure to act or negligence of Sublandlord or anyone claiming by or through Sublandlord, except for Subtenant.

5.3. Sublandlord Compliance. Sublandlord shall comply with Sublandlord's obligations as tenant under the Prime Lease and shall cause Prime Landlord to comply with the obligations of Prime Landlord as landlord under the Prime Lease. Sublandlord shall deliver to Subtenant, promptly upon receipt, copies of any default notices that Sublandlord either receives from Prime Landlord or sends to Prime Landlord with respect to defaults under the Prime Lease.

6. **Occupancy.**

6.1 Term. The term of this Sublease shall be three (3) years commencing on the Effective Date (the "**Initial Term**"), and shall be coterminous with the term of the PSA, unless earlier terminated as provided subsection 6.1(a) below. Unless terminated in accordance hereof, this Sublease shall automatically renew for additional two (2) year renewal terms (each a "**Renewal Term**," the Initial Term and each Renewal Term are collectively referred to herein as the "**Term**") under the same terms and conditions set forth herein except that Rent shall be determined in accordance with subsection 7.2 below. Notwithstanding the foregoing, in no event shall this Sublease be extended for a period to constitute a conveyance or subject the parties to transfer tax, the parties agreeing that this Sublease shall terminate automatically prior to such time. Sublandlord covenants and agrees to exercise any and all extension options available to Sublandlord under the Prime Lease, within the notice periods provided therein, necessary for Sublandlord to fulfill its obligations to Subtenant upon the terms set forth in this Sublease, and so that the term of the Prime Lease is at all times at least one (1) day longer than the Term of this Sublease, as same may have been extended. The Sublease will automatically terminate if the

Prime Lease terminates, either for convenience or cause, unless Subtenant and the County choose to enter into a separate lease agreement.

(a) Termination. Either Party may terminate this Sublease at any time during the Term, upon one hundred twenty (120) days prior written notice to the other Party; provided however, if this Sublease is terminated by either Party within the Initial Term, the Parties shall not enter into any replacement lease, sublease, or similar lease or arrangement at the Building until after the one year anniversary of the date the Sublease was executed.

6.2. Possession. Subtenant's right to possession shall commence on the Effective Date. If Sublandlord is not able to give Subtenant possession of the Subleased Premises within thirty (30) calendar days of the Effective Date, Subtenant may rescind this Sublease by notice in writing to Sublandlord given at any time thereafter before the date on which possession is tendered by Sublandlord.

7. **Rent.**

7.1. Rent. Commencing on the Rent Commencement Date (defined below), during the Initial Term, Subtenant shall pay to Sublandlord, in advance, on or before the first day of each month, as rent the sum of **\$696** per month at the rate of \$21.00 per square foot per year for base rent and \$3.00 per square foot per year for utilities (the "**Rent**"). Rent is based upon arm's length negotiation between Sublandlord and Subtenant and Subtenant's assessment of fair market value for similar properties in the market in which the Subleased Premises is located. The "**Rent Commencement Date**" means the date on which Subtenant has obtained the required permits, licenses and approvals to perform the Contractor Services and has accepted possession of the Subleased Premises from Sublandlord. Rent shall be prorated for any portion of a month in the event the Rent Commencement Date or the date the Term expires or is earlier terminated is on a date other than the first or last day of a month. Rent shall be paid to Sublandlord at the address set forth in Section 23.4 below. Subtenant shall also pay as additional rent any other payments as required of Subtenant pursuant to the provisions of this Sublease.

7.2. Rent Adjustment for Renewal Terms. The Rent for each Renewal Term shall be determined as follows: The monthly Rent in effect for the preceding Term shall be increased by the annual cumulative percentage increase, if any, from the Base Period, in the Consumer Price Index, All Urban Consumers, U.S. City Average, All Items (1982-84=100) ("CPI") as published by the United States Department of Labor's Bureau of Labor Statistics. The Base Period shall be the Effective Date for the first Renewal Term and the commencement date of the preceding Renewal Term for each Renewal Term thereafter. Should the aforementioned index be discontinued, a successor index shall be substituted.

8. **Compliance with Law.**

8.1. General Regulatory Compliance. Sublandlord and Subtenant shall comply with all applicable state and federal laws. Specifically, Sublandlord and Subtenant intend that this Agreement comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and satisfy the requirements of the Space Rental Safe Harbor to the federal Anti-Kickback Statute codified at 42 C.F.R. § 1001.952(b).

8.2. Fair Market Value. Sublandlord and Subtenant agree that the Rent is consistent with the fair market value of the Subleased Premises being subleased, including the value of such services and maintenance as required to be provided to the Subleased Premises by Sublandlord pursuant to the terms of this Sublease, and that the Rent is not based, in whole or in part, on any current or expected value or volume of business generated by or between Sublandlord and Subtenant. Sublandlord and Subtenant agree that this Sublease in no way requires, and in no way is contingent upon, the recommendation, referral, certification, purchase, lease, order, or any other form of arrangement for any good, facility, service, or item offered by Sublandlord or Subtenant or any person or entity related to or affiliated with Sublandlord or Subtenant.

9. **Repairs and Maintenance.**

9.1. Subtenant's Obligations. Subtenant shall keep the Subleased Premises neat, clean, and in a sanitary condition, subject to reasonable wear and tear, damage by casualty or condemnation, and Prime Landlord's and Sublandlord's repair obligations. Subtenant's responsibilities for maintenance shall extend to the inside surfaces of interior walls and ceilings which are on the perimeter of the Subleased Premises, and flooring, paint, cabinetry, and interior fixtures located within the Subleased Premises.

9.2. Sublandlord's Obligations. Sublandlord represents and warrants that the Subleased Premises are in good repair without any material defects at the commencement of the Term. Sublandlord shall be responsible, at Sublandlord's sole expense, for all areas outside the Subleased Premises, and shall maintain the Building in which the Subleased Premises are located, the Common Areas, and the Land in a safe and sound, neat, clean, and sanitary condition and to the standard of comparable medical buildings in the county in which the Subleased Premises are situated. Sublandlord agrees to provide and maintain the plumbing, electrical, heating, air conditioning and ventilation systems servicing the Subleased Premises in accordance with USP guidelines for safe drug storage. Sublandlord further agrees to maintain the Building and the structure, walls, roof, windows, and exterior of the Building, the Common Areas, and the Land. In performing any repairs, replacements, alterations, or other work, Sublandlord shall not cause unreasonable interference with use of the Subleased Premises by Subtenant.

9.3. Reimbursement for Repairs Assumed. If either Party fails to make any required repairs, the other Party may make the repairs and charge the actual costs of repairs to the first Party. Such expenditures by Sublandlord shall be reimbursed by Subtenant with Subtenant's next monthly payment of Rent. Such expenditures by Subtenant may be deducted from Rent or collected directly from Sublandlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither Party may perform repairs that are the obligation of the other Party unless the defaulting Party fails to initiate such repairs within thirty (30) days following written notice specifying the failure, and thereafter to diligently complete such repairs.

10. **Alterations and Improvements.**

10.1. Required Alterations. The improvements and alterations on Exhibit C shall be performed by, and at the cost of, the Party designated thereon and within the time stated thereon.

10.2. Additional Permitted Alterations. Subtenant may make alterations and improvements to the Subleased Premises with Sublandlord's prior written consent, which

consent shall not be unreasonably withheld, conditioned or delayed. All alterations, improvements, or additions shall be constructed in a good and workmanlike manner and in compliance with all applicable governmental laws, ordinances, codes and regulations. Sublandlord shall cooperate, at no cost to Sublandlord, with Subtenant in obtaining all required licenses, permits, and approvals. To the extent the permission of Prime Landlord is required for any such alteration or improvement, Sublandlord shall diligently and in good faith pursue such consent. All improvements and alterations performed or installed in the Subleased Premises by either Sublandlord or Subtenant, other than Subtenant's trade fixtures, shall be the property of the County, as Prime Landlord, when installed unless Exhibit C specifically provides otherwise.

11. Utilities and Services.

11.1. Utilities to be Obtained by Subtenant. Subtenant shall make arrangements for the provision to the Subleased Premises of telephone service, fax line, computer service and data lines, hazardous waste disposal, and janitorial services ("**Subtenant's Utilities**"). Sublandlord shall cooperate as necessary with Subtenant in the provision of such Subtenant's Utilities. Subtenant shall directly pay for all of Subtenant's Utilities supplied to the Subleased Premises, or if provided by Sublandlord, Subtenant shall pay Sublandlord reasonable charges for such utilities and services as additional rent.

11.2. Utilities to be Provided by Sublandlord. Sublandlord represents and warrants that all utilities are readily available to the Subleased Premises through existing lines or equipment and access to the same through the Building, the Common Areas, and the Land shall remain throughout the Term and any Renewal Term of this Sublease. Sublandlord shall be responsible to arrange for delivery of all utilities to the Subleased Premises and shall pay directly for all utilities, including but not limited to, electricity, heat, air conditioning, and water, other than Subtenant's Utilities.

12. Taxes and Assessments. Subtenant shall pay, prior to delinquency, all taxes on its personal property located on the Subleased Premises. In accordance with the Prime Lease, either Sublandlord or Prime Landlord, as the case may be, shall pay, prior to delinquency, all real property taxes and assessments levied against the Subleased Premises, the Building, and the Land. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Subleased Premises, Premises, the Building, and/or the Land other than taxes on the net income of Sublandlord or Subtenant.

13. Contingency of Professional Services Agreement and Sublease. The Parties agree that execution of this Sublease is contingent upon execution of the PSA, and it is the intent of the Parties that this Sublease and the PSA be executed simultaneously. In the event the Parties cannot execute this Sublease and the PSA simultaneously, then this Sublease and the PSA shall be void and unenforceable, and the Parties shall be released from any and all liabilities and obligations hereunder and thereunder, unless this Sublease and the PSA are executed within two (2) days of the execution of the other.

14. Access.

14.1. By Subtenant. Sublandlord shall provide Subtenant with access to the Common Areas and Subleased Premises twenty (24) hours per day, seven (7) days per week. Sublandlord

shall provide Subtenant with a key and security card to permit Subtenant to have such access. Subtenant shall be permitted to install any security system Subtenant deems necessary at Subtenant's sole cost and expense.

14.2. By Sublandlord. Subject to applicable laws and upon reasonable advance notice, Subtenant shall provide Sublandlord access to enter the Subleased Premises at reasonable times (only during Subtenant's business hours) for the purpose of inspecting them, to determine the necessity of repair, showing them to prospective purchasers or lenders or, within three (3) months of the end of the Term, to sublessees, and making necessary alterations, repairs, improvements, or additions to the Subleased Premises as required or allowed by this Sublease. Any access by Sublandlord shall be given in a manner so as to not disturb Subtenant's business or prevent Subtenant from complying with the PSA between the Parties. Sublandlord, and Prime Landlord if Sublandlord provides Prime Landlord with access to the Subleased Premises, shall be accompanied at all times while on the Subleased Premises by a representative of Subtenant who is a licensed pharmacist. Sublandlord and/or Prime Landlord may immediately enter the Subleased Premises in an emergency so long as accompanied by police or members of the fire department. Without Subtenant's prior written consent, Sublandlord and/or Prime Landlord shall not have the right to enter the Subleased Premises when Subtenant is not open for business except in the event of an emergency as above provided.

15. **Insurance.**

15.1. Subtenant's Insurance. Subtenant shall, at Subtenant's expense, obtain and keep in force during the Term a policy or policies of comprehensive general liability insurance in a responsible company with limits of not less than \$1,000,000 for injury to one person, \$3,000,000 for injury to two or more persons in one occurrence, and \$1,000,000 for damage to property per occurrence. Certificates evidencing such insurance shall be furnished to Sublandlord before Subtenant's occupancy of the Subleased Premises. In addition, Subtenant shall name Sublandlord as an additional insured on its policy of general liability insurance.

15.2. Sublandlord's Insurance. Sublandlord shall maintain all of the insurance policies as may be required pursuant to the Prime Lease. At all times during the Term, Sublandlord shall maintain, or ensure that Prime Landlord maintains, in force special form causes of loss insurance insuring the Building, Premises, Sublease Premises and the Land for the full insurable value thereof with commercially reasonable deductibles. In addition, Sublandlord will maintain in force during the entire Term of this Sublease commercial general liability insurance in commercially reasonable amounts and with such endorsements as may be necessary to cover Sublandlord for claims on account of the obligations assumed by Sublandlord under subsection 16.2.

15.3. Waiver of Subrogation. Neither Subtenant nor Sublandlord shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither Party's insurance company shall have a subrogated claim against the other Party hereto.

16. **Indemnity.**

16.1. Subtenant's Indemnity. Subject to the waiver of subrogation set forth in Section 15.3 above, Subtenant shall indemnify and defend and hold harmless Sublandlord from any liability, loss, cost, expense (excluding attorneys' fees), claim, action or cause of action of a third-party arising out of or related to Subtenant's use and occupancy of the Subleased Premises, or any negligent activity of Subtenant on the Subleased Premises. Subtenant shall not have any liability for special, incidental or consequential damages under this Sublease.

16.2. Sublandlord's Indemnity. Subject to the waiver of subrogation set forth in Section 15.3 above, Sublandlord shall indemnify, defend and hold harmless Subtenant from any liability, loss, cost, expense, including, but not limited to, reasonable attorneys' fees, claim, action or cause of action of a third party arising out of or related to any breach or failure to perform by Sublandlord under this Sublease or any negligent act or willful misconduct by Sublandlord. Sublandlord shall not have any liability for special, incidental or consequential damages under this Sublease.

17. **Damage or Destruction of Subleased Premises.** In the event during the Term of this Sublease, the Subleased Premises, or any portion thereof, are destroyed or damaged by fire of any other casualty or occurrence whatsoever, Subtenant's rights pertaining to such destruction or damage shall be the same as the rights of Sublandlord, as tenant, under the Prime Lease, except that (a) Subtenant shall have the right, for a period of ninety (90) days after the occurrence of such damage or destruction, to elect to terminate this Sublease effective as of the date set forth in Subtenant's notice to Sublandlord of such election by Subtenant, and (b) in no event shall Subtenant have any obligation to repair or restore the Subleased Premises.

18. **Condemnation.**

18.1. Termination. In the event that title to all of the Subleased Premises, or to such portion of the Building, Common Areas or Subleased Premises so as to materially impair Subtenant's operations from or at the Subleased Premises, shall be taken during the Term under the exercise of the power of eminent domain, Subtenant may, by written notice to Sublandlord, elect to terminate this Sublease as of the date that Subtenant vacates the Subleased Premises. In the event of such termination, Subtenant shall be entitled to a refund of any rent paid by Subtenant relating to any period after such date of termination.

18.2. Rent Adjustment. In the event of any taking under the power of eminent domain which does not terminate this Sublease as aforesaid, but which interferes with the use of the balance of the Subleased Premises by Subtenant, the Rent payable by Subtenant hereunder shall be reduced, commencing as of the date on which possession is taken by the condemning authority, in the proportion which the floor space so taken or made unusable bears to the floor space usable by Subtenant prior to such taking.

19. **Estoppel Certificates.** Either Party shall, within twenty (20) days after notice from the other, execute and deliver to the other Party a certificate stating whether or not this Sublease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other Party. The certificate shall also state the amount of monthly Rent, the dates to which Rent has been paid in advance, and the amount of any security deposit or prepaid

Rent. Failure to deliver the certificate within the specified time shall be conclusive on the Party from whom the certificate was requested that this Sublease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

20. **Defaults; Remedies.**

20.1. Default by Subtenant. Each of the following is a material default and breach of this Sublease by Subtenant (each, a “*Default*”):

(a) Default in Rent. Failure to make any required Rent or other payment as and when due, if the failure continues for a period of ten (10) days after written notice from Sublandlord.

(b) Default in Other Covenants. Subtenant’s failure to comply with any of the covenants or provisions of the Sublease, other than those described in subsection 20.1(a), if the failure continues for a period of thirty (30) days after written notice thereof; provided that if such default reasonably requires more than thirty (30) days for its cure, Subtenant shall not be in default if it commences to cure within the 30-day period and thereafter diligently pursues its completion.

20.2. Remedies Upon Subtenant’s Default. If any Default occurs, Sublandlord may, at any time thereafter without notice or demand, do any or all of the following:

(a) Termination. Upon thirty (30) days’ written notice to Subtenant, terminate this Sublease and Subtenant’s right to possession of the Subleased Premises by any lawful means; Sublandlord may, subject to the requirements of Section 21.3 hereof, re-enter and take possession of and remove all persons or property, and Subtenant shall immediately surrender possession of the Subleased Premises to Sublandlord. Sublandlord may recover from Subtenant all damages incurred by Sublandlord for Subtenant’s default including, but not limited to, the reasonable costs of recovering possession of the Subleased Premises and expenses of reletting.

(b) Maintain Subtenant’s Right to Possession. Maintain Subtenant’s right to possession and continue this Sublease in force whether or not Subtenant has abandoned the Subleased Premises in which event Sublandlord shall be entitled to enforce all of its rights and remedies under this Sublease, including the right to recover Rent as it becomes due.

(c) Remedies Cumulative. The foregoing remedies shall be cumulative and in addition to any other remedy available to Sublandlord by law. Sublandlord shall have a duty to mitigate its damages.

20.3. Default by Sublandlord and Subtenant’s Remedies.

(a) If Sublandlord fails, refuses or neglects to perform any of its obligations pursuant to this Sublease, then: (i) Subtenant may, but is not obligated to, upon Sublandlord’s failure to cure such default within thirty (30) days after Sublandlord’s receipt of notice from Subtenant which specifies the particular default complained of, make such payment or do or cause to be done such things, at Sublandlord’s cost and expense, or (ii) terminate this Sublease by notice to Sublandlord and vacate the Subleased Premises by the date set forth in

such notice for termination, in which event Subtenant shall have no further obligations under this Sublease after the date Subtenant vacates the Subleased Premises. All money advanced or expended by Subtenant in connection with the aforesaid matters shall be payable by Sublandlord on demand and/or, at Subtenant's election, credited to the monthly installments of Rent accruing under this Sublease. In addition, in the event of an emergency where it is not practical to notify Sublandlord or to wait for Sublandlord to perform any maintenance or to make any repairs that are Sublandlord's obligations hereunder, Subtenant shall have the right, at Sublandlord's cost and expense, to perform temporary maintenance or to make temporary repairs.

(b) If, without fault on the part of Subtenant, the Prime Lease is cancelled or terminated prior to the expiration of the Term of this Sublease, then Subtenant shall have the right, but not the obligation, to cancel or terminate this Sublease, effective as of the date of cancellation or termination of the Prime Lease and/or to enter into a direct lease with Prime Landlord for the Subleased Premises upon the terms and conditions (including provisions relating to Rent) contained in this Sublease, in which event this Sublease shall be terminated and Subtenant shall be relieved of all obligations and liabilities arising hereunder or pursuant hereto.

20.4. Immediate Termination. Notwithstanding the above remedies, in the event the PSA between the Parties expires or is terminated for any reason, Subtenant shall have the right to terminate this Sublease upon written notice to Sublandlord specifying the date of such termination, and the Parties shall be released from any and all liabilities and obligations hereunder, except for those accruing prior to the date of such termination.

21. **Surrender at Expiration.**

21.1. Condition of Subleased Premises. On expiration or earlier termination of the Term, Subtenant shall surrender the Subleased Premises in the same condition as received, subject to ordinary wear and tear, damage by casualty or condemnation and repairs which are Sublandlord's responsibility hereunder or Prime Landlord's responsibility under the Prime Lease.

21.2. Holdover. If Subtenant continues to occupy the Subleased Premises after the expiration of the Term, without any express agreement as to such occupancy, then such holding over will be considered as a month-to-month tenancy subject to all terms and conditions of this Sublease, as long as Subtenant continues to timely pay Rent in an amount equal to the monthly Rent payable during the last month of the Term of this Sublease. If a month-to-month tenancy results from a holdover by Subtenant under this subsection 21.2, the tenancy shall be terminable at the end of any monthly rental period on written notice from Sublandlord given not less than ten (10) days before the termination date which shall be specified in the notice.

21.3. Compliance with Pharmacy Laws on Termination. Notwithstanding anything set forth in this Sublease to the contrary, Sublandlord shall not interfere with Subtenant's compliance with applicable pharmacy laws, rules or regulations and Subtenant's proper handling or disposition of its pharmaceutical products upon termination of this Sublease. This provision shall be effective even upon a termination of this Sublease by Sublandlord following the occurrence of a Default.

22. **Brokers.** Each of Sublandlord and Subtenant warrants to the other that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Sublease, and it knows of no real estate broker or agent entitled to a commission in connection with this Sublease. Each of Sublandlord and Subtenant agrees to indemnify and hold the other harmless from any loss, cost, liability, or expense incurred by the other as a result of any claim by any broker or agent on the basis of any arrangements or agreements made by or on behalf of indemnifying Party.

23. **General Provisions.**

23.1. Severability. The invalidity of any provision of this Sublease as determined by a court of competent jurisdiction shall not affect the validity of any other provision.

23.2. Time of Essence. Time is of the essence of this Sublease.

23.3. Entire Agreement. This Sublease and the PSA constitute the entire agreement of the Parties hereto with respect to the subject matter contemplated hereby and thereby and supersede all previous and contemporaneous oral or written negotiations, agreements, arrangements, and understandings relating to the subject matter hereof and thereof.

23.4. Notices. Any notice given under this Sublease shall be in writing and may be given by personal delivery, by overnight delivery, or by certified mail, postage prepaid, addressed to Subtenant or to Sublandlord at their addresses set forth below their signatures to the Sublease. Either Party may, by notice under this subsection, change its address for notice purposes. Notices personally delivered are considered received upon delivery. Notices sent by overnight delivery are considered received on the next business day. Mailed notices are considered received three (3) days after deposit in the mail. To be valid as notice, a copy of any notice given to Subtenant shall be concurrently given to:

Attn: General Counsel
Genoa Healthcare, LLC
707 S. Grady Way
Suite 700
Renton, WA 98057

Attn: Mark Peterson, Chief Executive Officer
Genoa Healthcare, LLC
3140 Neil Armstrong Blvd, Suite 110
Eagan, MN 55121

and a copy of any notice given to Sublandlord shall be concurrently given to:

Amanda Nugent-Divine, Chief Executive Officer
Kings View
7170 North Financial Drive, Suite 110
Fresno, CA 93720

23.5. Waiver. Waiver by either Party of strict performance of any provision of this Sublease shall not be a waiver of or prejudice the Party's right to require strict performance of the same provision in the future or of any other provision. No waiver shall be enforced except if set forth in writing and signed by the Party against whom such waiver is asserted.

23.6. Binding Effect. The terms of this Sublease shall be binding upon and shall inure to the benefit of the Parties hereto and their respective personal representatives, successors, heirs and assigns.

23.7. Assignment and Subletting. Subtenant shall not assign, sublet, convey or transfer this Sublease or any interest therein without the prior written consent of Sublandlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything herein to the contrary, if not prohibited by the Prime Lease, Subtenant may assign this Sublease, without Sublandlord's consent, to any affiliated or related entity, to any entity with which Subtenant may merge or consolidate and to any person or entity that acquires all or substantially all of the assets of Subtenant or the business that is being conducted by Subtenant at or from the Subleased Premises, provided that the assignee assumes or is legally responsible for the obligations of Subtenant under this Sublease thereafter arising.

23.8. Authority. Each individual executing this Sublease on behalf of an entity represents and warrants that he is duly authorized to execute and deliver this Sublease on behalf of the entity, in accordance with duly adopted resolutions or such entity's governing documents, and that this Sublease is binding upon that entity in accordance with its terms.

23.9. Attorneys' Fees. If suit or action is instituted in connection with any controversy arising out of this Sublease, the prevailing Party shall be entitled to recover, in addition to costs, attorneys' fees.

23.10. Relationship of Parties. For the purpose of this Sublease, the relationship of the Parties hereto is strictly that of sublandlord and subtenant. Sublandlord has no interest in Subtenant's enterprise and this Sublease cannot be construed as a joint venture or partnership. Except as otherwise set forth in this Sublease or in the PSA, neither Sublandlord nor Subtenant is an agent or representative of the other for any purpose.

23.11. Counterparts. This Sublease may be executed in any number of counterparts, each of which shall be deemed an original. Electronic signatures shall be valid as originals.

23.12. Governing Law. The validity of this Sublease, the interpretation of the rights and duties of the Parties hereunder, and the construction of the terms hereof shall be governed in accordance with the internal laws of the state in which the Subleased Premises are situated.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Sublease on the dates specified below their respective signatures below:

SUBLANDLORD:

SUBTENANT:

Kings View

Genoa Healthcare, LLC

By: _____

By: _____

Its: Chief Executive Officer

Its: Chief Executive Officer

Address: 7170 North Financial Drive, #110
Fresno, CA 93720

Address: 707 S. Grady Way, Suite 700
Renton, WA 98057

Date: _____

Date: _____

Prime Landlord hereby acknowledges and consents to this Sublease.

County of Kings

By: _____

Name: _____

Title: _____

EXHIBIT A

Site Plan showing the Subleased Premises

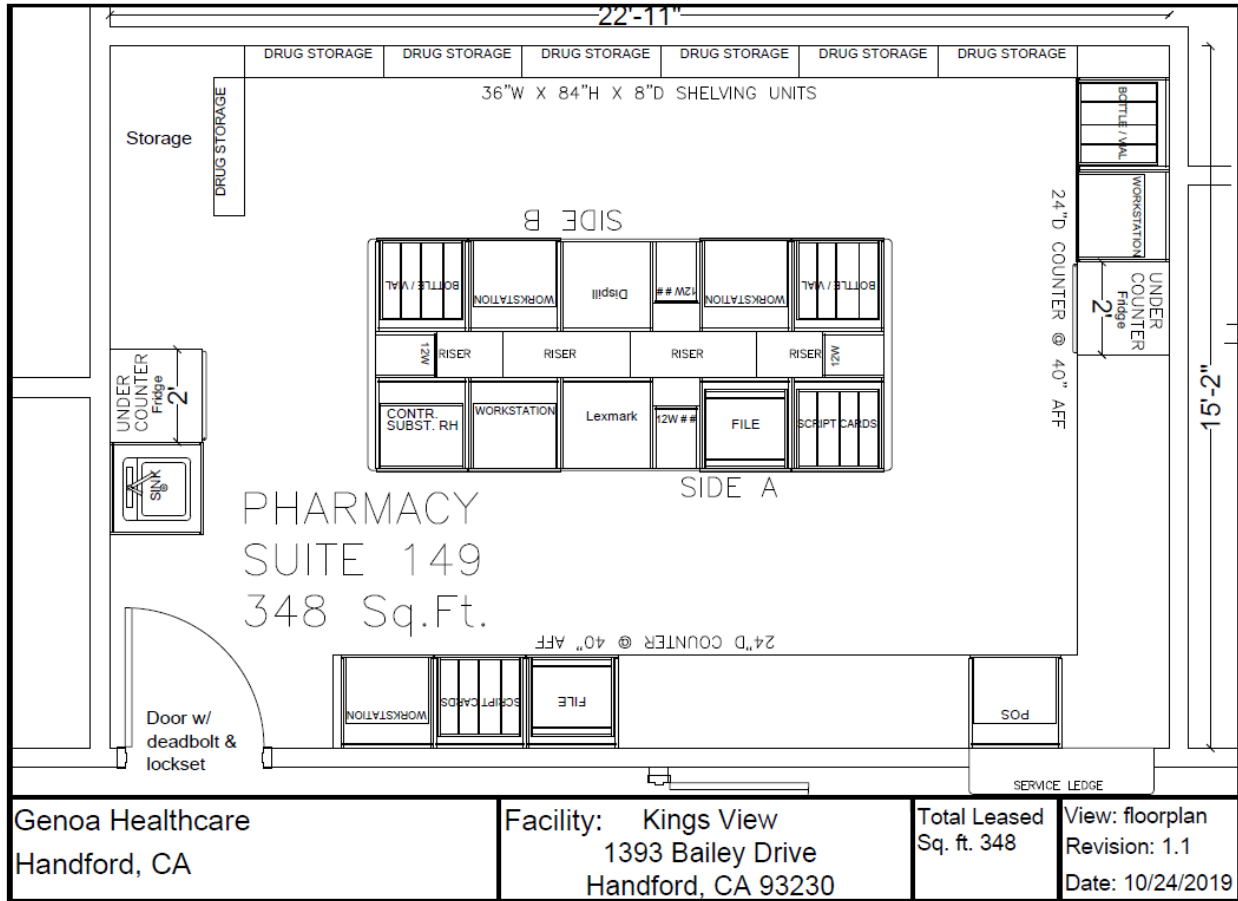


EXHIBIT B

Prime Lease

See Attached

EXHIBIT C

Improvements to Subleased Premises

Subtenant and Sublandlord shall mutually agree on the Party responsible for completing the Improvements to Subleased Premises, with Subtenant being financially responsible for the approved work to be completed.

- Create lobby access
- Build counter space
- Extend phone and electrical as required
- Extend plumbing as required or acquire Board of Pharmacy variance
- Add security system or extend current security system to conform to Board of Pharmacy requirements
- Acquire necessary building permits
- Bring space into conformity with all Board of Pharmacy Rules and Regulations



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 11, 2020

SUBMITTED BY: Information Technology – John Devlin

SUBJECT: MAINTENANCE AND SERVICE AGREEMENT WITH COMMUNICATION RESOURCES, INC.

SUMMARY:

Overview:

Kings County has a current maintenance agreement with Communication Resource Inc. for the service and support of the County’s Avaya Telephone System. This contract expires on August 31, 2020. A new agreement, covering a three-year term, is being proposed.

Recommendation:

- a. Approve an Agreement with Communication Resource, Inc. for maintenance service on the County’s Avaya Telephone system; and
- b. Authorize the Purchasing Manager to sign the purchase order.

Fiscal Impact:

Funding for this renewal, not to exceed \$135,237, is included in the Fiscal Year 2020-2021 Proposed Budget in budget unit 195500.

BACKGROUND:

Currently, the Kings County Avaya Telephone System is covered under an expiring three-year maintenance agreement with Communication Resource, Inc. This agreement covers the annual system licensing required by Avaya and annual support of the County’s Avaya Telephone System provided by Communication Resource Inc. The annual support includes: Help Desk Support, Hardware Support and Troubleshooting, Remote Admin/Configuration Assistance, etc. Annual cost for renewal is \$135,237. The maintenance cost exceeds the Purchasing Manager’s \$50,000 authorization limit, and therefore requires Board approval.

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

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.

**Communication Resources, Inc.**

PO Box 1410
 Wall, NJ 07719
 Phone: (732) 974-7600 Fax: (732) 974-7677

Quote**17098**

No.

Date:

7/14/2020

Prepared for

County of Kings
 Department of Finance
 1400 West Lacey Boulevard
 Hanford, CA 93230

System Location:

County of Kings A/R ID 2395.1
 1400 West Lacey Boulevard
 Office of Information Technology
 Hanford, CA 93230

| Qty. | Item ID | Description | UOM | Sell | Total |
|--|---------|--|-----|--------|-------------|
| Start Support Advantage & Upgrade Advantage items for: | | | | | |
| COUNTY OF KINGS CA | | | | | |
| 1400 W LACEY BLVD | | | | | |
| HANFORD, CA 93230 | | | | | |
| SOLD TO - 0005185768 | | | | | |
| SA_AURA SW SUPPORT R7 --- 36 months | | | | | |
| 1693 | 337218J | SA PREFER SUPT CO-DEL MSG R7 1SEAT MAINSTREAM 3YR AN PREPD | EA | 8.24 | \$13,950.32 |
| 1693 | 337225 | UPGRADE ADVANTAGE MSG R7 1SEAT MAINSTREAM 3YR AN PREPD | EA | 3.96 | \$6,704.28 |
| 15 | 291920J | SA PREFER C/D AES R7 BSC TSAPI 3YAN | EA | 2.76 | \$41.40 |
| 4 | 292606 | SA PREFER AURA R7 CORE 3YAN | EA | 25.25 | \$101.00 |
| 8 | 292606 | SA PREFER AURA R7 CORE 3YAN | EA | 25.25 | \$202.00 |
| 16 | 292606 | SA PREFER AURA R7 CORE 3YAN | EA | 25.25 | \$404.00 |
| 24 | 292606 | SA PREFER AURA R7 CORE 3YAN | EA | 25.25 | \$606.00 |
| 60 | 292606 | SA PREFER AURA R7 CORE 3YAN | EA | 25.25 | \$1,515.00 |
| 20 | 292606 | SA PREFER AURA R7 CORE 3YAN | EA | 25.25 | \$505.00 |
| 1693 | 292606 | SA PREFER AURA R7 CORE 3YAN | EA | 25.25 | \$42,748.25 |
| 4 | 292613 | UPG ADV AURA R7 CORE 3YAN | EA | 16.00 | \$64.00 |
| 8 | 292613 | UPG ADV AURA R7 CORE 3YAN | EA | 16.00 | \$128.00 |
| 16 | 292613 | UPG ADV AURA R7 CORE 3YAN | EA | 16.00 | \$256.00 |
| 24 | 292613 | UPG ADV AURA R7 CORE 3YAN | EA | 16.00 | \$384.00 |
| 60 | 292613 | UPG ADV AURA R7 CORE 3YAN | EA | 16.00 | \$960.00 |
| 20 | 292613 | UPG ADV AURA R7 CORE 3YAN | EA | 16.00 | \$320.00 |
| 1693 | 292613 | UPG ADV AURA R7 CORE 3YAN | EA | 16.00 | \$27,088.00 |
| 25 | 288620 | SA ESSENTIAL SUPT COMMUNICATOR R6 MICROSOFT-LYNC 3YR AN PREPD | EA | 0.00 | \$0.00 |
| 25 | 288632 | UPGRADE ADVANTAGE COMMUNICATOR R6 MICROSOFT-LYNC 3YR AN PREPD | EA | 0.00 | \$0.00 |
| 13 | 291729 | SA PREFER SUPT CC R7 ELITE AGENT 3YR AN PREPD | EA | 63.48 | \$825.24 |
| 1 | 291729 | SA PREFER SUPT CC R7 ELITE AGENT 3YR AN PREPD | EA | 63.48 | \$63.48 |
| 13 | 291736 | UPGRADE ADVANTAGE CC R7 ELITE AGENT 3YR AN PREPD | EA | 39.00 | \$507.00 |
| 1 | 291736 | UPGRADE ADVANTAGE CC R7 ELITE AGENT 3YR AN PREPD | EA | 39.00 | \$39.00 |
| 1 | 257870 | SA ESS 1X ATTD R4 CLNT USER 3YAN, SUPPORT ADVANTAGE 3YR AN | EA | 280.80 | \$280.80 |
| 1 | 252217 | UPG ADV 1X ATTD R4 CLNT USER 3 YAN -DS- | EA | 159.96 | \$159.96 |
| 2 | 253607 | SA PREFER SAL R1.5 STDALN GTWY D WNLD TRK | EA | 0.00 | \$0.00 |
| 240 | 294100 | SA PREFER ASBCE R7 STD 1-500 3YAN | EA | 9.12 | \$2,188.80 |
| 240 | 294106 | UPG ADV ABSCE R7 STD 1-500 3YAN | EA | 3.96 | \$950.40 |
| 2 | 340527 | SA PREFER SUPT SM R7 VE VAPPLIANCE SYSTEM 3YR AN PREPD | EA | 0.00 | \$0.00 |



Communication Resources, Inc.

PO Box 1410
Wall, NJ 07719
Phone: (732) 974-7600 Fax: (732) 974-7677

Quote

17098

No. 17098
Date: 7/14/2020

Prepared for

County of Kings
Department of Finance
1400 West Lacey Boulevard
Hanford, CA 93230

System Location:

County of Kings A/R ID 2395.1
1400 West Lacey Boulevard
Office of Information Technology
Hanford, CA 93230

| Qty. | Item ID | Description | UOM | Sell | Total |
|--|---------|---|-----|-------|---------|
| 4 | 340533 | SA PREFER SUPT SM BRANCH (BSM) R7 VAPP SYS 3YR AN PREPD | EA | 0.00 | \$0.00 |
| 1 | 340539 | SA PREFER SUPT SM R7 SYSTEM 3YR AN PREPD | EA | 0.00 | \$0.00 |
| 1 | 340539 | SA PREFER SUPT SM R7 SYSTEM 3YR AN PREPD | EA | 0.00 | \$0.00 |
| Start Support Advantage & Upgrade Advantage items for: COUNTY OF KINGS CA 951 CHITTENDEN AVE CORCORAN, CA 93212 SOLD TO - 0005342400 SA_AURA SW SUPPORT R7 --- 36 months | | | | | |
| 1 | 293650 | SA PREFER SUPT AAVP R7 SINGLE CPU EMBD SRV ENBL 3YR AN PREPD | EA | 42.84 | \$42.84 |
| 1 | 293656 | UPG ADV AAVP7 SNGLCPU EMBD ENBL 3YAN | EA | 0.00 | \$0.00 |
| 1 | 292934 | SA PREF REMOTE SITE TRKG AURA R7 | EA | 0.00 | \$0.00 |
| Start Support Advantage & Upgrade Advantage items for: COUNTY OF KINGS CA 312 W 7TH ST STE 201 HANFORD, CA 93230 SOLD TO - 0005342402 SA_AURA SW SUPPORT R7 --- 36 months | | | | | |
| 1 | 293650 | SA PREFER SUPT AAVP R7 SINGLE CPU EMBD SRV ENBL 3YR AN PREPD | EA | 49.88 | \$49.88 |
| 1 | 293656 | UPG ADV AAVP7 SNGLCPU EMBD ENBL 3YAN | EA | 0.00 | \$0.00 |
| 1 | 292934 | SA PREF REMOTE SITE TRKG AURA R7 | EA | 0.00 | \$0.00 |
| Start Support Advantage & Upgrade Advantage items for: COUNTY OF KINGS CA 520 E FRESNO ST AVENAL, CA 93204 SOLD TO - 0005342404 SA_AURA SW SUPPORT R7 --- 36 months | | | | | |
| 1 | 293650 | SA PREFER SUPT AAVP R7 SINGLE CPU EMBD SRV ENBL 3YR AN PREPD | EA | 49.80 | \$49.80 |
| 1 | 293656 | UPG ADV AAVP7 SNGLCPU EMBD ENBL 3YAN | EA | 0.00 | \$0.00 |
| 1 | 292934 | SA PREF REMOTE SITE TRKG AURA R7 | EA | 0.00 | \$0.00 |
| Start Support Advantage & Upgrade Advantage items for: COUNTY OF KINGS CA 124 N IRWIN ST HANFORD, CA 93230 SOLD TO - 0005342406 SA_AURA SW SUPPORT R7 --- 36 months | | | | | |
| 1 | 293650 | SA PREFER SUPT AAVP R7 SINGLE CPU EMBD SRV ENBL 3YR AN PREPD | EA | 49.80 | \$49.80 |
| 1 | 293656 | UPG ADV AAVP7 SNGLCPU EMBD ENBL 3YAN | EA | 0.00 | \$0.00 |
| 1 | 292934 | SA PREF REMOTE SITE TRKG AURA R7 | EA | 0.00 | \$0.00 |

Start CRI Support piece



Communication Resources, Inc.

PO Box 1410
Wall, NJ 07719
Phone: (732) 974-7600 Fax: (732) 974-7677

Quote

No. **17098**
Date: 7/14/2020

Prepared for

County of Kings
Department of Finance
1400 West Lacey Boulevard
Hanford, CA 93230

System Location:

County of Kings A/R ID 2395.1
1400 West Lacey Boulevard
Office of Information Technology
Hanford, CA 93230

| Qty. | Item ID | Description | UOM | Sell | Total |
|------|------------------------|--|-----|-------------------|----------------------|
| 1 | CRI Care Premiere 24x7 | CRI Care Premiere 24x7 Maintenance & Support: "co-delivery" annual support with CRI 24X7 Tier 1 and 2 support included refer | EA | 12,000.00 | \$12,000.00 |
| 1 | CRI Care Premiere 24x7 | CRI Care Premiere 24x7 HARDWARE Maintenance & Support for (2) G450 Media Gateways, (4) G430 Media Gateways, & (4) S8300E LSP's | EA | 6,500.00 | \$6,500.00 |
| 1 | CRI Care Premiere 24x7 | CRI Care Premiere 24x7 - CRI INSIGHT MONITORING, includes Availability Manager and Service Desk | EA | 6,410.72 | \$6,410.72 |
| | | | | Item Total: | \$ 126,094.97 |
| | | | | Tax at 7.250%: | \$ 9141.89 |
| | | | | Total USD: | \$ 135,236.86 |

PAYMENT DUE PRIOR TO COVERAGE START DATE

Please note - CoK Session Border Controllers are covered under an existing CRI/Avaya Support Agreement. Term dates are 8/1/20 through 7/31/21.

CRI/AVAYA SUPPORT ADVANTAGE 3YR AN/NOC includes - (NOC) Network Operations Center: 24X7 Support time, and includes; (HDS) Help Desk Support; Over the Phone Assistance with Administrative Tasks and Administrative Troubleshooting, User Operation and Feature Functionality Assistance. (RMD) Remote Maintenance & Diagnostics - Remote Hardware Diagnostics & Remote Software Support includes resolutions which can be performed by remote access, including but not limited to: system outages, service-affecting hardware or software problems. CRI will remotely assist the Customer in working with Avaya on any Tier 3/Tier 4 escalations; this requires Avaya Software Support to be in place.

Hardware Coverage: covers hardware and servers listed above. CRI will diagnose any hardware issue in 4 hours or less of receipt of the alarm or notification by the customer. Onsite replacement of failed hardware will occur the next Business Day.

Remote Monitoring; Develop and establish notification processes with Customer for response to Alarms.

Accepted by: _____

Prices are firm until 9/12/2020

Print Name: _____

Date: _____

Quoted by: Gil Engels (203) 259 2941 Fax: (732) 655-1097 gil.engels@crinj.com

By signature or presentation of PO, the above prices, specifications and conditions are satisfactory and are hereby accepted and CRI is authorized to do the work as specified & payment will be made as outlined. Customer is responsible for paying any State/Local Sales Tax. CRI makes every effort to accurately portray the extent of labor involved in the project. However, if circumstances arise that change the scope or nature of the intended work outlined in the original Quotation and/or Scope of Work, CRI reserves the right to bill for the additional services, consulting, and/or parts necessary. CRI will make every attempt to inform you of the potential increase prior to performing the work when possible. Please refer to Statement of Work and/or this Quote for specific details.

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW.** The contract restituting from this order shall be governed by the laws of the State of California.
2. **DELAY IN SHIPMENT.** If you cannot fill this order by the date shown, please notify the County Purchasing Division immediately with a probable date of delivery. Do not substitute without prior authorization from the Purchasing Division.
3. **INVOICES.** Invoices shall be prepared and submitted to the requesting Department. Invoices shall contain purchase order number and date, description of items, sizes, quantities, unit prices, extended totals, place and date of delivery. Every invoice shall be properly itemized. Invoices must be received within one year of receipt of goods/services.
4. **PAYMENT OF INVOICES.** The County of Kings desires to pay all bills promptly. However, claims cannot be audited for payment unless or until these instructions have been completely complied with. Upon satisfactory receipt of purchased goods (including setup and installation where required) and/or completion of service to the County and receipt of a correct invoice by the Department, the County will pay provider the amount due. Invoices are processed at least once per month; therefore, it is the policy of the County to take any and all discounts without regard to date of invoice. In accordance with Government Code 926.10, vendor is entitled to interest of 6% per annum, commencing 61 days after invoice, for undisputed late payments.
5. **COMPLETION OF ORDERS.** The County reserves the right to withhold payment until order is completed.
6. **ASSIGNMENT OF CONTRACT.** The provider agrees not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this purchase order, or any rights thereunder, title, or interest therein, funds to be received hereunder, or any power to execute the same without consent, in writing, from the County of Kings Purchasing Agent. Notice is hereby given that the County will not honor any assignments made by seller unless the consent in writing had been given and accepted.
7. **FOB POINT AND SHIPPING CHARGES.** It is understood that the seller agrees to deliver all items on this order **PREPAID** unless otherwise specified and agreed to by both parties. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the County unless otherwise expressly included or specified. Unless otherwise shown on this purchase order, vendor shall arrange for the lowest cost transportation, prepay and add freight to invoice, and furnish supporting freight bill over \$50.00.
8. **LIABILITIES.** The vendor shall hold the County of Kings, it's officers, agents and employees harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret purpose, patented or unpatented invention, article or appliance furnished or used in connection with the contract/purchase order. Vendors may be required to furnish a bond or other indemnification to the County against claims or liability for patent infringement.
9. **TAXES.** The County will reimburse the vendor for, or pay directly, all California State and local sales taxes applicable to the purchase of any items by the County of Kings.
10. The County of Kings is an Equal Opportunity Employer.
11. **MSDS.** Provide MSDS if appropriate, referencing the purchase order number. Failure to comply may result in delay of payment. Mail to the "ship to" address indicated on the front of purchase order.
12. **INSPECTIONS.** All material furnished must be in conformity with the specifications and shall be subject to inspection and approval of the County. The right is reserved to reject and return at risk and expense of the seller such portion of any shipment which may be defective or fail to comply with specifications, without invalidating (at the option of the Purchasing Manager) the remainder of the order.
13. **BRANDS.** Unless otherwise stated, the use of the manufacturer's name, brand or number in describing items listed indicates the quality and utility of the items desired, and must be adhered to.
14. **CHANGES.** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the County Purchasing Manager. Only terms and conditions as stated above, or on the face of this purchase order, or by reference on the face of the purchase order shall be considered part of this contract without express mutual consent of the parties.
15. **PREVAILING WAGE COMPLIANCE MONITORING:** If the work contemplated is a public work as defined under the Labor Code, the County will not consider or accept any bids from contractors or subcontractors who are not registered with the Department of Industrial Relations for the monitoring of the payment of prevailing wage as required under Section 1725.5 of the Labor Code.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 11, 2020

SUBMITTED BY: Information Technology – John Devlin

SUBJECT: UPDATE ON PROPERTY ASSESSMENT AND TAX SYSTEM
REPLACEMENT

SUMMARY:

Overview:

In 2013, the County contracted with Thomson Reuters to install a property valuation and tax software system called Aumentum. The County paid Thomson Reuters \$650,363 between 2013 and 2015, and the Clerk-Recorder modules were successfully installed and are still in use today. The property valuation and tax collection and allocation modules originally scheduled for 2015 were put on hold as Thomson Reuters focused on implementing Aumentum in the County of Riverside. The new date was pushed to Fall of 2016. Because of the struggles in the County of Riverside and significant delays, staff wanted to investigate whether it made sense to terminate the agreement with Thomson Reuters and utilize an alternative software solution.

Recommendation:

- a. Direct staff to work with County Counsel to notify Harris Computer Corporation to terminate the current contract; and
- b. Direct staff to enter negotiations with Megabyte for a Tax System.

Fiscal Impact:

The future known cost of the Megabyte property assessment, tax collection and allocation solution over the next 12 years of the contract term is \$4,678,353. The funds for the initial year of \$401,800 for this project have been included in the Fiscal Year 2020-2021 Proposed Budget.

(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

UPDATE ON PROPERTY ASSESSMENT AND TAX SOLUTION

August 11, 2020

Page 2 of 4

Background:

On November 15, 2019, the Aumentum property valuation and tax solution was purchased by Harris Computer Corporation (Harris). According to Ann Kurz, Head of Sales for Thomson Reuters Aumentum, Harris has property appraisal and tax software that is used in other states, but none in California. The Thomson Reuters staff assigned to Aumentum will also be moving to Harris. Aumentum will be the software solution supported by Harris in California.

Continuing to postpone the replacement of the current property system is a risky option as we continue to have daily problems that require the County's only Cobol programmer to fix the system. A keying error requires a programmer's assistance to make a correction. The programmer supporting the system may retire at any time.

The County Tax Collector's Office collects over \$110 million in property taxes a year that is distributed to 64 taxing jurisdictions.

In 2013, Kings County made the decision to replace the aging in-house developed mainframe property valuation and tax software with a current property tax solution. On November 5, 2013, the County entered into an agreement with Thomson Reuters to deliver their property assessment and tax software solution as the replacement.

The main user of the property tax system is the County Assessor's staff, followed by the Department of Finance, and supported by the Information Technology Department. The County Assessor establishes property values and processes exemptions within the county. Those values are given to the County Tax Collector, who calculates the rates based on the Assessor's value and any special assessments on the tax roll as approved in elections. Once the final rates are established, the County Tax Collector creates a bill, which is mailed to all property owners. As the property tax bills are paid, the County Treasurer collects the money and deposits it into a trust fund in the County Treasury. The final step is the allocation of funds by the Department of Finance to County School Districts and approximately 39 other local taxing jurisdictions. These taxing jurisdictions provide critical services to the residents of Kings County such as fire districts, water districts, irrigation districts, cemetery districts, library, four incorporated cities, and Kings County general fund.

In 2013, Thomson Reuters began working on the Kings County property tax system replacement. The County paid Thomson Reuters for work performed during the first three years of the project, and a new system for the Clerk-Recorder was successfully implemented. Originally, the go-live date was February 2015. This was pushed out to Fall of 2016 in an Amendment signed by your Board. In 2016, Thomson Reuters delayed the implementation of the property assessment and tax portion of the Kings County system as they were implementing Aumentum in Riverside County. Around March of 2019, Thomson Reuters indicated they were ready to begin the project again with an October 2019 go-live. The County pushed back, largely because this timeline would have coincided with the go-live date of the new accounting system, and the Department of Finance did not have the bandwidth to implement two major software systems at one time. Therefore, the project was delayed. The Assessor's office also did not have the required staff to implement the new system.

During the Kings County delays, Thomson Reuters struggled to work through numerous issues that surfaced during the County of Riverside implementation. The County of Riverside started with a dedicated project team of 15 full-time equivalent (FTE) staff members, which grew to about 60 staff members. The County of

Agenda Item

UPDATE ON PROPERTY ASSESSMENT AND TAX SOLUTION

August 11, 2020

Page 3 of 4

Riverside had an initial 10 year budget of approximately \$99 million. Based on the County of Riverside's struggles, the lack of a dedicated project team in Kings County, and more counties selecting a competitor property tax solution, the Director of Finance conducted a review of other property tax solutions and discussed the results in a study session before your Board on November 26, 2019. This review included discussions with staff, a financial analysis, a review of staffing requirements, discussions with Thomson Reuters, discussions with other counties, and a review of an alternate solution. Below is a depiction of what was presented for illustration purposes:

| | <u>Aumentum</u> | <u>Megabyte</u> |
|--|--|--|
| Future cost over 12 years | \$3,500,216 | \$4,678,353 |
| Investment to date - Conversion | \$1,949,844 | \$0 |
| Conversion Cost included | No | Yes |
| Other Counties using the solution | 4 | 33 |
| Conversion effort | Not complete – entire history | 4 years included in the project plan |
| Company experience with implementation | Getting there – Inyo County went live in Fall 2019 | 33 implementations |
| County staff learning curve | Significant – this is a new program | Low to Moderate – similar in appearance and workflow to Kings current solution |
| Features | Robust – problems in other Counties | Basic but dependable |
| County Support Staff | More | Less |
| Reliable Company | Good | Good |
| Implementation Risk | Moderate to High | Low |
| Implementation time | 12 months | 12 months |
| Financing available from Company | Yes, initial one time license fee of \$1,275,000 at 1.5% | Yes, initial license fee of \$775,000 interest free over 6 years |
| CPI or other annual increases | | Yes |
| Customer software satisfaction | Fair to Frustration | Good |
| Staff dedicated to Aumentum Tulare County | 15 to 20 | |
| Additional staff dedicated to Megabytes in Mariposa County | | 0 – will be done with existing staff |
| On-going Staffing Requirements for Kings County | Additional FTE's: 1 in IT, 2 in Assessor & 0.5 in Finance Cost over 12 years \$3,944,000 | None |

In November 2019, the departments were hopeful that they could get additional resources to implement the system. However, in light of the COVID-19 epidemic and the significant blow to the General Fund, it is apparent that the County cannot afford additional staff to implement nor maintain the Aumentum System. Including the 3.5 FTE staff cost of \$3,944,000 over 12 years plus the cost of Aumentum at \$3,500,216 means a total cost of \$7,444,216, in addition to what has already been spent on conversion.

Agenda Item

UPDATE ON PROPERTY ASSESSMENT AND TAX SOLUTION

August 11, 2020

Page 4 of 4

Megabyte is a turn key solution for both implementation and on-going conversions. It requires no additional staff, and fits better within the fiscal reality in which the County finds itself currently. It has a 12 year cost of \$4,678,353.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 11, 2020

SUBMITTED BY: Health Department - Edward Hill/Nancy Gerking

SUBJECT: RESOLUTION PROCLAIMING AUGUST 2020 AS VALLEY FEVER
AWARENESS MONTH IN KINGS COUNTY

SUMMARY:

Overview:

The State of California has proclaimed the month of August 2020 as Valley Fever Awareness Month. The Kings County Department of Public Health is requesting the Board of Supervisor to proclaim August 2020 as Valley Fever Awareness Month in Kings County.

Recommendation:

Adopt a Resolution declaring August 2020 as Valley Fever Awareness Month in Kings County.

Fiscal Impact:

None for this action.

BACKGROUND:

Valley Fever (Coccidioidomycosis), a progressive, multi symptom respiratory disorder, can be a debilitating disease. It is caused by the inhalation of tiny airborne fungi that live in the soil but are released into the air by soil disturbance or wind. It attacks the respiratory system, causing infections that can lead to symptoms that resemble a cold, influenza, or pneumonia. If left untreated or mistreated, infection can spread from the lungs into the bloodstream, causing inflammation to the skin, permanent damage to lung and bone tissue, and swelling of the membrane surrounding the brain, leading to meningitis, which can be devastating and even fatal.

(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

RESOLUTION PROCLAIMING AUGUST 2020 AS VALLEY FEVER AWARENESS MONTH IN KINGS COUNTY

August 11, 2020

Page 2 of 2

Within California alone, Valley Fever is found in portions of the Sacramento Valley, all of the San Joaquin Valley, desert regions, and portions of Southern California. California does not have an official statewide method of tracking the rate of Valley Fever infections. Researchers estimate that the fungus infects more than 150,000 people each year, who either suffer serious ailments without knowing the cause of their illness or escape detection of the disease.

In the State of California, the rate of infection of Valley Fever nearly tripled from 2008 with 2,597 cases to 7,546 cases in 2018.

According to the Centers for Disease Control and Prevention, in 2018, 7,546 cases of Valley Fever were reported in California. This is an increase of 621 cases from the reported 6,925 cases in 2017.

Misdiagnosis of Valley Fever is so pervasive that experts say some people suffer and even die from Valley Fever without knowing they ever had the disease.

Valley Fever kills between 100 and 200 more Americans every year than tuberculosis and most seriously affects the young, the elderly, those with lowered immune systems, and those of African American and Filipino descent.

There is no known cure for Valley Fever, but researchers are closer than ever to finding a much-needed vaccine against this devastating disease.

Staff recommends your Board approve the resolution proclaiming August 2020 as Valley Fever Awareness month in Kings County.

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

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

IN THE MATTER OF PROCLAIMING
THE MONTH OF AUGUST 2020 AS
VALLEY FEVER AWARENESS MONTH /

RESOLUTION NO. _____

WHEREAS, the State of California has proclaimed August 2020 as Valley Fever Awareness Month;

WHEREAS, Valley Fever (Coccidioidomycosis), a progressive, multisymptom, respiratory disorder, is a debilitating disease;

WHEREAS, Valley Fever is caused by the inhalation of tiny airborne fungi that live in the soil but are released into the air by soil disturbance or wind;

WHEREAS, Valley Fever attacks the respiratory system, causing infections that can lead to symptoms that resemble a cold, influenza, or pneumonia;

WHEREAS, if left untreated or mistreated, infection can spread from the lungs into the bloodstream, causing inflammation to the skin, permanent damage to lung and bone tissue, and swelling of the membrane surrounding the brain, leading to meningitis, which can be devastating and even fatal;

WHEREAS, once serious symptoms of Valley Fever appear, including pneumonia and labored breathing, prompt treatment with often toxic antifungal drugs must be given, which is especially disagreeable for patients who require the drugs to be injected beneath the base of their skulls for meningitis and which can cause side effects, including nausea, fever, and kidney damage;

WHEREAS, within California alone, Valley Fever is found in portions of the Sacramento Valley, all of the San Joaquin Valley, the desert regions, and portions of southern California;

WHEREAS, California does not have an official statewide method of tracking the rate of Valley Fever infections;

WHEREAS, according to the federal Center for Disease Control and Prevention (CDC), Valley Fever infection rates rose twelvefold nationwide from 1995 to 2009, and researchers estimate that the fungus infects more than 150,000 people each year, who either suffer serious ailments without knowing the cause of their illness or escape detection of the disease;

WHEREAS, according to the CDC, between 1999 and 2011, the rate of infection of Valley Fever in California rose more than 600 percent, from 939 cases in 1999 to 5,697 cases in 2011, before declining to 2,243 cases in 2014, increasing again to 3,053 cases in 2015, and again in 2018 for a total of 7,546 cases;

WHEREAS, although, according to the CDC, the rate of Valley Fever infection in California had declined from 2011 through 2014, the rate of infections more than tripled between 2014 and 2018;

WHEREAS, according to the State Department of Public Health, from January 1, 2017 to October 31, 2017, inclusive, 5,121 provisional cases of Valley Fever were reported in California. This is an increase of 1,294 provisional cases from the provisional 3,827 cases reported during that same time period in 2016;

WHEREAS, according to the CDC, in 2018, 7,746 cases of Valley Fever were reported in California, which is an increase of 621 cases from the reported 6,925 cases reported at the end of 2017;

WHEREAS, misdiagnosis of Valley Fever is so pervasive that experts say some people suffer and even die from Valley Fever without knowing they ever had the disease;

WHEREAS, dry conditions and lack of precipitation present urgent problems regarding Valley Fever;

WHEREAS, Valley Fever is usually found in soil two to eight inches from the surface, and the extreme dry conditions caused by drought increase the chances of Coccidioidomycosis airborne fungi exposure;

WHEREAS, Central Valley prison inmates have been infected by Valley Fever at epidemic rates, contributing significantly to the State's prison healthcare costs;

WHEREAS, the rapid spread of Valley Fever at state prisons in the Central Valley has resulted in multiple prison inmate deaths and prompted calls to close certain affected prisons, further exacerbating efforts to comply with federal orders to reduce prison overcrowding;

WHEREAS, Valley Fever kills between 100 to 200 more Americans every year than tuberculosis;

WHEREAS, Valley Fever most seriously affects the young, the elderly, those with lowered immune systems, and those of African American and Filipino descent;

WHEREAS, Valley Fever is a disease that has been studied for the past 100 years but still remains impossible to control and difficult to treat;

WHEREAS, there is no known cure for Valley Fever, but researchers are closer than ever to finding a much-needed vaccine against this devastating disease; and

WHEREAS, a primary responsibility of the County of Kings is to work to assure the health and well-being of its residents of all ages.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The Board of Supervisors for the County of Kings, State of California, does hereby proclaim AUGUST 2020 as "VALLEY FEVER AWARENESS MONTH" in Kings County in recognition of the important work performed on a daily basis by these dedicated professionals in communities throughout our State.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ____ day of _____, 2020, by the following vote:

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

Doug Verboon, Chairperson
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2020.

Catherine Venturella, Clerk
Board of Supervisor, County of Kings



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 11, 2020

SUBMITTED BY: Administration – Rebecca Campbell

SUBJECT: COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD COVID-19 EMERGENCY RESPONSE GRANT PROGRAM

SUMMARY:

Overview:

The County Medical Services Program Governing Board seeks to support counties in responding to the COVID-19 pandemic emergency through the provision of funding to expand the delivery of services that support local preparedness, containment, recovery and response activities. The COVID-19 Emergency Response Grant is intended to assist counties in addressing the needs of various low-income populations with or at-risk of COVID-19 conditions.

Recommendation:

- a. Authorize the County Administrative Officer and the Director of Public Health to sign the County Medical Services Program Governing Board COVID-19 Emergency Response Grant Program grant agreement in effect from July 1, 2020 to December 31, 2021; and
- b. Adopting the budget change. (4/5 vote required)

Fiscal Impact:

There is no cost to the General Fund associated with the recommended action. The amount allocated by the County Medical Services Program for Fiscal Year (FY) 2020-2021 is \$250,759, allocated to Budget Unit 417400 (Public Health Emergency Preparation), Account 85125 (St Aid – Intragov), and \$113,038, allocated to Budget Unit 510000 (Human Services Agency), Account 85007 (St Aid - Welfare Administration).

BACKGROUND:

The County Medical Services Program was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law provided counties with a population of 300,000 or fewer with the option of contracting back

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

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD COVID-19 EMERGENCY RESPONSE GRANT PROGRAM

August 11, 2020

Page 2 of 3

(Cont'd)

with the California Department of Health Services to provide health care services to indigent adults. In April 1995, California law was amended to establish the County Medical Services Program (CMSP) Governing Board (Governing Board) to govern and oversee CMSP. The Governing Board is composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency. The Governing Board sets overall program and fiscal policy for CMSP for the thirty-five California counties that participate in CMSP (CMSP county). CMSP is funded by State Program Realignment revenue (sales tax and vehicle license fees) and County Participation Fees.

The Governing Board operates two benefit programs: CMSP and the Path to Health Pilot Project. CMSP members are medically indigent adults, ages 21 through 64, who are residents of a CMSP county, have incomes less than or equal to 300% of the Federal Poverty Level, and are not eligible for Medi-Cal or Covered California. Path to Health Pilot Project members are undocumented CMSP county residents, ages 26 and older, that are not otherwise eligible for CMSP and are eligible for and enrolled in emergency medical services (restricted scope) under the Medi-Cal program. Beyond CMSP Path to Health, the Governing Board operates various pilot projects and grant programs.

In response to the COVID-19 pandemic, on April 2, 2020, the Governing Board adopted Resolution 2020-1, declaring the existence of a local emergency as a result of COVID-19 and directing the Governing Board staff to take necessary steps to assist with the protection of life, health and safety. In response to this emergency, the Board approved the funding of the COVID-19 Emergency Response Grant (CERG) Program (the "Pilot Project") for the benefit of participating CMSP counties in accordance with the terms of its Request for Applications for the COVID-19 Emergency Response Grant Program. After a couple of revisions, Kings County submitted its final application on June 18, 2020, which was subsequently approved on July 1, 2020.

The application submitted requested the full allocated amount of \$363,797 to be used for the following as depicted on the chart below:

| | Amount Requested |
|--|------------------|
| Department of Public Health | |
| PPE, Healthcare Equipment and Supplies | \$10,000 |
| Supportive Quarantine Services | \$10,000 |
| Public Employees Needed for Emergency Response | \$171,190 |
| Public Information and Outreach | \$5,000 |
| Administration/Overhead Expense | \$54,569 |
| Total DPH: | \$250,759 |
| Human Services Agency | |
| Supportive Quarantine Services | \$113,038 |
| Total HSA: | \$113,038 |
| Total Grant Request: | \$363,797 |

Agenda Item

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD COVID-19 EMERGENCY RESPONSE GRANT PROGRAM

August 11, 2020

Page 3 of 3

The mission of the Kings County Department of Public Health is to promote and protect the health and well-being of Kings County residents through education, prevention, and intervention. The requested grant funds will help the department in accomplishing its mission as it pertains to the COVID-19 pandemic. The mission of the Kings County Human Services Agency is to partner with the community to enhance independence while ensuring safety and basic human needs are met for the people of Kings County. The funds requested herein will help HSA ensure the safety and meet the basic human needs of vulnerable populations with Project Room Key that require shelter to mitigate the impact of COVID-19.

The Agreement has been reviewed and approved as to form by County Counsel. A copy of the agreement is available with the Clerk to the Board for your review.

Board Approvals for Certain Financial Transactions

Board action is required to approve certain transfer of funds requests as follows:

- Appropriation of Revenues
- Appropriation of Fund Balance
- Transfer of Appropriations between Departments (same fund)
- Transfers from outside the department budget, including funds from contingencies.
- New appropriations not approved in the Final Budget Hearings, such as new fixed assets, new programs/grants or building projects.

Following the Board meeting, the document is signed by the Clerk of the Board and returned to the Auditor. A copy of the completed document will be returned to the departmental contact person by the Auditor.

Transfers Between Budget Units Within Same Department:

Such transfers may require Board authorization as well. These requests must be submitted to the CAO who will determine the required approvals.

Transfers Approved by the CAO:

Transfers from primary category to primary category, but still within the department budget require approval of the CAO. Example: Transfers from salaries to services and supplies or to fixed assets as approved by Board in final hearings.

Transfers Approved by the Auditor:

Transfers between line-item detail accounts within primary categories may be approved by the Auditor-Controller. Example: Transfers from social security to retirement; from telephone to utilities; from one approved fixed asset to another to cover small shortages.

Budget Appropriation and Transfer Form:

The attached form is to be used to effect all appropriations and transfers. On any action requiring Board of Supervisors approval the form **must accompany** the agenda item and must be approved by the CAO prior to submission to the Board of Supervisors.

Agenda items requesting appropriations or fund transfers will not be placed on the agenda if the form is not included with the Board letter.

Special Instructions:

Copies of this form will be E-mailed to all departments and can be saved in whatever file directory your department uses for forms. The attached form is a word table and is not a "protected document", consequently you may add or delete rows as needed. It is acceptable to have a multi-page document provided the signature approval portion of the report is retained on the form.

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 |
| General | Public Health Emergency Preparation | Special Departmental | | 417400/ 407300 | 92063 | 250,759.00 |
| General | Human Services Agency | Prof & Spec Svcs- COVID 19 | | 510000 | 92132 | 113,038.00 |
| | | | | | TOTAL | 363,797.00 |

| Funding Sources: | | | | | | |
|------------------|---|------------------------------------|----------|-------------------|-------------|----------------------|
| FUND NAME | DEPT. NAME | ACCOUNT NAME | FUND NO. | DEPT. NO. | ACCOUNT NO. | APPROPRIATION AMOUNT |
| General | Public Health Emergency Preparation | St Aid - Intrgov | | 417400/ 407300 | 85125 | 250,759.00 |
| General | Human Services Agency | St Aid - Welfare Administration | | 510000 | 85007 | 113,038.00 |
| | | | | | TOTAL | 363,797.00 |

(B) Budget Transfer:

| Transfer From: | | | | | | |
|----------------|------------|--------------|----------|-----------|-------------|------------------------------|
| FUND NAME | DEPT. NAME | ACCOUNT NAME | FUND NO. | DEPT. NO. | ACCOUNT NO. | Amount to be Transferred Out |
| | | | | | | |
| | | | | | TOTAL | |

| Transfer To: | | | | | | |
|--------------|------------|--------------|----------|-----------|-------------|-----------------------|
| FUND NAME | DEPT. NAME | ACCOUNT NAME | FUND NO. | DEPT. NO. | ACCOUNT NO. | Amount Transferred In |
| | | | | | | |
| | | | | | TOTAL | |

Explanation: To accept the County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) in the amount of \$363,797. The amount of \$250,759 is allocated to the Department of Public Health and \$113,038 is allocated to the Human Services Agency.

Auditor Approval _____ Department Head _____
 CAO Approval _____ Board Approval _____

h:\admin\admin\forms\budgtran1.doc

GRANT AGREEMENT
COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
COVID-19 EMERGENCY RESPONSE GRANT PROGRAM

between

COUNTY MEDICAL SERVICES PROGRAM
GOVERNING BOARD
("Board")

and

KINGS COUNTY DEPARTMENT OF PUBLIC HEALTH
("Grantee")

Effective as of:
July 1, 2020

GRANT AGREEMENT

COUNTY MEDICAL SERVICES PROGRAM

COVID-19 EMERGENCY RESPONSE GRANT PROGRAM (CERG)

This Grant Agreement ("Agreement") is by and between the County Medical Services Program Governing Board ("Board") and the County Medical Services Program ("CMSP") participating county on Exhibit A ("Grantee").

A. Conditions of disaster or of extreme peril to the health and safety of persons and property have arisen both internationally and within the United States as a result of the introduction of the novel coronavirus ("COVID-19"), a novel communicable disease which led to California Governor Gavin Newsom, to proclaim a State of Emergency for California on March 4, 2020.

B. In response to the COVID-19 pandemic, on April 2, 2020, the Board adopted Resolution 2020-1, declaring the existence of a local emergency as a result of COVID-19 and directing the Board staff to take necessary steps to assist with the protection of life, health and safety.

C. On April 2, 2020, in response to this emergency, the Board approved the funding of the COVID-19 Emergency Response Grant (CERG) Program (the "Pilot Project") for the benefit of participating CMSP counties in accordance with the terms of its Request for Applications for the COVID-19 Emergency Response Grant Program in the form attached as Exhibit B ("RFA").

D. Grantee submitted an Application ("Application") for the Pilot Project in the form attached as Exhibit C (the "Project").

E. Subject to the availability of Board funds, the Board desires to award funds to the Grantee for performance of the Project.

The Board and Grantee agree as follows:

1. Project. Grantee shall perform the Project in accordance with the terms of the RFA and the Application. Should there be a conflict between the RFA and the Application, the RFA shall control unless otherwise specified in this Agreement.

2. Grant Funds.

A. Payment. Subject to the availability of Board funds, the Board shall pay Grantee the amounts in the time periods specified in Exhibit A ("Grant Funds") within thirty (30) calendar days of the Board's receipt of an invoice from Grantee for the Project, as described in Exhibit A. Neither the Board nor CMSP shall be responsible for funding additional Project costs, any future COVID-19 Emergency Response Grant Program, any Pilot Projects or any services provided outside the scope of the Pilot Project.

B. Refund. If Grantee does not spend the entire Grant Funds for performance of the Project within the term of this Agreement, then Grantee shall refund to the Board any unused Grant Funds no later than ninety (90) days after the one (1) year anniversary of the Effective Date.

C. Possible Reduction in Amount. The Board may, within its sole discretion, reduce any Grant Funds that have not yet been paid by the Board to Grantee if Grantee does not demonstrate compliance with the use of Grant Funds as set forth in Section 2.D, below. The Board's determination of a reduction, if any, of Grant Funds shall be final.

D. Use of Grant Funds. As a condition of receiving the Grant Funds, Grantee shall use the Grant Funds solely for the purpose of performance of the Project, and shall not use the Grant Funds to fund Grantee's administrative and/or overhead costs; provided, however, an amount of the Grant Funds equal to or less than fifteen percent (15%) of the total Project expenditures may be used to fund Grantee's administrative and/or overhead expenses directly attributed to the Project. Grantee shall provide Board with reasonable proof that Grantee has dedicated the Grant Funds to the Project. Grantee shall refund to the Board any Grant Funds not fully dedicated to the Project no later than ninety (90) days after the one (1) year anniversary of the Effective Date.

E. Coordination of Funds. The Grantee is not required to provide in kind and/or matching funds for receipt of Grant Funds but Grantee shall take appropriate and necessary steps to coordinate the use and expenditure of Grant Funds with other funds Grantee may receive through federal, state, or other allocations provided to address the COVID-19 pandemic for emergency response, preparedness, and support for at-risk populations, including but not limited to persons that are homeless. Such coordination shall be required so that Grant Funds and funds from other sources are utilized by Grantee in a manner that maximizes the potential scope and reach of Grantee's efforts to combat the COVID-19 pandemic and thereby maximizes the effectiveness of the Pilot Project.

3. Grantee Data Sheet. Grantee shall complete and execute the Grantee Data Sheet attached as Exhibit D ("Grantee Data Sheet"). Board may, within its sole discretion, demand repayment of any Grant Funds from Grantee should any of the information contained on the Grantee Data Sheet not be true, correct or complete.

4. Board's Ownership of Personal Property. If Grantee's Application anticipates the purchase of personal property such as computer equipment or computer software with Grant Funds, then this personal property shall be purchased in Grantee's name and shall be dedicated exclusively to the Grantee's health care or administrative purposes. If the personal property will no longer be used exclusively for the Grantee's health care or administrative purposes, then Grantee shall, immediately upon the change of use, pay to the Board the fair market value of the personal property at the time of the change of use. After this payment, Grantee may either keep or dispose of the personal property. Grantee shall list all personal property to be purchased with Grant Funds on Exhibit A. This paragraph 4 shall survive the termination or expiration of this Agreement.

5. Authorization. Grantee represents and warrants that this Agreement has been duly authorized by Grantee's agency submitting the Application (the "Applicant") and the person executing this Agreement is duly authorized by the Applicant to execute this Agreement on the Applicant's behalf. Grantee's County Administrative Officer or his/her designee ("CAO") shall also execute this Agreement on Grantee's behalf. In addition, Grantee shall seek Grantee's board of supervisor's approval or ratification of this Agreement and the execution by the CAO and the Applicant within sixty (60) days of the Effective Date. Should this Agreement and the execution of the CAO and the Applicant not be approved or ratified by Grantee's board of supervisors within such time, Board shall not provide, and shall not be obligated to provide, any additional funding under this Agreement for any reason unless Grantee provides Board with evidence acceptable to Board of Grantee's board of supervisor's approval or ratification before six (6) months after the Effective Date.

6. Interim and Final Progress and Project and Expenditure Reporting. Grantee shall provide an interim project and expenditure report ("Interim Report") and a final project and expenditure report ("Final Report") documenting the use of Grant Funds and such other matters as requested by the Board in a form specified by the Board. Grantee shall provide to Board the Interim Report no later than February 28, 2021. Grantee shall provide to Board the Final Report no later August 30, 2021.

7. Term. The term of this Agreement shall be from July 1, 2020 to December 31, 2021 unless otherwise extended in writing by mutual consent of the parties.

8. Termination. This Agreement may be terminated: (a) by mutual consent of the parties; (b) by either party upon thirty (30) days prior written notice of its intent to terminate; or, (c) by the Board immediately for Grantee's material failure to comply with the terms of this Agreement, including but not limited to the terms specified in paragraphs 2.D through E, 3, 4 5 and 6. Upon termination or expiration of the term, Grantee shall immediately refund any unused Grant Funds to the Board, and shall provide the Board with copies of any records generated by Grantee in performance of the Project and pursuant to the terms of this Agreement.

9. Costs. If any legal action or arbitration or other proceeding is brought to enforce the terms of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

10. Entire Agreement of the Parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

11. Waiver. To be effective, the waiver of any provision or the waiver of the breach of any provision of this Agreement must be set forth specifically in writing and signed by the giving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

12. No Third-Party Beneficiaries. The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall it be construed to, create any rights for the benefit of or be enforceable by any third party, including but not limited to any CMSP client.

13. Notices. Notices or other communications affecting the terms of this Agreement shall be in writing and shall be served personally or transmitted by first-class mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or if mailed in accordance herewith, on the third (3rd) business day after mailing. Notice shall be directed to the parties at the addresses listed on Exhibit A, but each party may change its address by written notice given in accordance with this Section.

14. Amendment. All amendments must be agreed to in writing by Board and Grantee.

15. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties to it and their respective successors and assigns. Notwithstanding the foregoing, Grantee may not assign any rights or delegate any duties hereunder without receiving the prior written consent of Board.

16. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed by the laws of the State of California.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Dated effective July 1, 2020.

BOARD:
COUNTY MEDICAL SERVICES
PROGRAM GOVERNING BOARD

GRANTEE:
KINGS COUNTY DEPARTMENT OF
PUBLIC HEALTH
County Administrative Officer:

By: _____
Kari Brownstein, Administrative Officer

By: _____
Title: _____

Applicant:

By: _____
Title: _____

EXHIBIT A

GRANTEE: KINGS COUNTY DEPARTMENT OF PUBLIC HEALTH
GRANT FUNDS:

Total Amount To Be Paid to Grantee under Agreement \$ 363,797

Amount to Be Paid Upon Execution Of This Agreement (07/1/20): \$181,898.50

Amount To Be Paid Following Receipt of Grantee's Interim Report
(02/28/21): \$145,518.80

Amount To Be Paid On Board's Determination and Acceptance of Grantee's Final Report
(08/30/21): \$36,379.70

If Funds will be Used to Purchase Personal Property, List Personal Property to be Purchased:

NOTICES:

Board:
County Medical Services Program Governing Board
Attn: Anna Allard, Grants Manager
1545 River Park Drive, Suite 435
Sacramento, CA 95815
(916) 649-2631 Ext. 120
(916) 649-2606 (facsimile)

Grantee:
Kings County Department of Public Health
Attn: Rebecca Campbell County Administrative Officer
330 Campus Drive
Hanford, CA, 93230
(559) 852-2375
(559) 585-8047 (facsimile)

EXHIBIT B
REQUEST FOR APPLICATIONS
BOARD'S REQUEST FOR APPLICATIONS



COVID-19 Emergency Response Grant (CERG) Program REQUEST FOR APPLICATIONS

COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD

I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law provided counties with a population of 300,000 or fewer with the option of contracting back with the California Department of Health Services (DHS) to provide health care services to indigent adults.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board) to govern and oversee CMSP. The Governing Board is composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency. The Governing Board sets overall program and fiscal policy for CMSP for the thirty-five California counties that participate in CMSP (CMSP county). CMSP is funded by State Program Realignment revenue (sales tax and vehicle license fees) and County Participation Fees.

The Governing Board operates two benefit programs: CMSP and the Path to Health Pilot Project. CMSP members are medically indigent adults, ages 21 through 64, who are residents of a CMSP county, have incomes less than or equal to 300% of the Federal Poverty Level, and are not eligible for Medi-Cal or Covered California. Path to Health Pilot Project members are undocumented CMSP county residents, ages 26 and older, that are not otherwise eligible for CMSP and are eligible for and enrolled in emergency medical services (restricted scope) under the Medi-Cal program. Beyond CMSP Path to Health, the Governing Board operates various pilot projects and grant programs.

II. ABOUT THE CMSP COVID-19 EMERGENCY RESPONSE GRANT

The CMSP Governing Board seeks to support CMSP counties in responding to the COVID-19 pandemic emergency through the provision of funding to expand the delivery of services that support local preparedness, containment, recovery and response activities in CMSP counties affected by the novel coronavirus. The COVID-19 Emergency Response Grant (CERG) is intended to assist CMSP counties in addressing the needs of various low-income populations with or at-risk of COVID-19 conditions. Applications will be accepted starting April 10, 2020 and no later than August 31, 2020 and awards will be made on a rolling basis.

Examples of emergent needs that could be funded include:

1. Personal Protection Equipment (PPE), Healthcare Equipment and Supplies:

This includes items such as facemasks, gowns, hand sanitizer, and similar supplies

and equipment needed to assist public employees, local health care providers, non-profit human services providers, and first-responders in responding to the COVID-19 pandemic.

2. **Supportive Quarantine Services:** This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.
3. **Public Employees Needed for Emergency Response:** This includes salary and fringe benefits for existing employees or new limited-term employees of CMSP county public health, health care, and behavioral health departments required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.
4. **Non-Profit Human Services Providers Needed for Emergency Response:** This includes community-based non-profit organizations providing emergency support to low-income individuals affected by the COVID-19 pandemic, including salaries and fringe benefits for existing or new limited-term employees.
5. **Public Information and Outreach:** This includes development of public messaging regarding COVID-19 services and emergency response, including radio, print, digital and other means of communication.

III. TARGET POPULATIONS

The target populations for CERG funding must focus on one or more of the following population groups within a CMSP county:

1. Uninsured and/or underinsured low-income adult residents seeking health care services and supports in response to COVID-19 conditions;
2. Specific low-income population groups in the county, including adults, identified as most at risk of COVID-19 conditions based upon current county data on risk and need;
3. Publicly supported low-income adult populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, seeking health care services and supports in response to COVID-19 conditions;
4. Low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services and/or necessary shelter to address COVID-19 conditions.

IV. APPLICANT ELIGIBILITY

Lead Agency Applicant Requirements

COVID-19 Emergency Response Grants shall be focused within each CMSP County. They may focus on one geographic region of a county or operate countywide. The 35 CMSP counties are listed in [APPENDIX A](#).

Only **one** application will be considered from each CMSP County.

The Lead Agency Applicant shall be limited to one of the following CMSP county agencies: County Health and Human Services Agency, County Health Department, County Public Health Department or County Office of Emergency Services.

V. PROGRAM TIMELINE

The CERG program shall provide grant funding for a 12-month period. The following timeline shall guide the program:

| | |
|------------|---|
| 04/03/2020 | CERG Request for Applications (RFA) Released |
| 04/08/2020 | 1 st CERG RFA Assistance Webinar at 10:00 AM |
| 04/09/2020 | 2 nd CERG RFA Assistance Webinar at 2:00 PM |
| 04/10/2020 | CERG Grant Program Applications Accepted (begins) |
| 04/17/2020 | Approval of CERG Applications Begins (rolling basis) and Grant Awards Announced (by email and posted on CMSP website) |
| 04/20/2020 | Execution of Grant Award Agreements Begins (rolling basis) |
| 08/31/2020 | Final Date for Submission of CERG Applications (ends) |
| 11/20/2020 | Sixth-Month Grant Progress/Expenditure Reports Due (rolling basis) |
| 05/30/2021 | County Project and Expenditure Reports Due (rolling basis after 12 months following execution of Grant Award Agreement) |

VI. FUNDING AWARDS

The Governing Board, within its sole discretion, may provide funding to counties participating in CMSP for the COVID-19 Emergency Response Grant activities described in this RFA. As approved by the Governing Board on April 2, 2020 the maximum amount of funding available to each participating CMSP County is presented in [APPENDIX A](#). Further, the Governing Board, within its sole discretion, may release all or some portion of the amounts presented in [APPENDIX A](#). Total funding provided by the Governing Board for the COVID-19 Emergency Response Grant Program may equal up to \$10,145,976 for a 12-month grant period.

Unless otherwise determined by the Governing Board, following the Governing Board's approval of a county's COVID-19 Emergency Response Grant Program Application, the CMSP County will receive a total 12-month allocation. One-half (50%) of that amount will be allocated immediately upon execution of the CERG Agreement; forty-percent (40%) will be allocated six months from the Agreement execution date, provided the County submits a required Progress and Expenditure Report; and, ten percent (10%) will be allocated upon receipt of the County's final Project and Expenditure Report. Please refer to [APPENDIX B](#) for allowable and unallowable grant expenses.

VII. FUNDING AWARD DETERMINATION

The Governing Board shall have sole discretion on whether to award funding for a COVID-19 Emergency Response Grant. CERG program applications shall be reviewed to assure that the projects meet necessary standards for receipt of the COVID-19 Emergency Response Grant funding. CERG program applications will be reviewed for completeness in the following areas:

1. Summary of Proposed Grant Funded Activities
 - Description of specific needs to be addressed with grant funding
 - Description of target populations to be served
 - Description of anticipated organizations that will receive funding: eligible county departments and non-profit organizations
 - Description of anticipated services, staff and/or supplies that will be provided by each organization that receives funding (either directly or through subcontract)
2. Budget Request
 - Description of initial proposed use of Grant funds for services, staff and supplies and expected outcomes for each type of expenditure
 - Description of other anticipated COVID-19 funding sources, identified gaps, and coordination of funds
 - Budget (in accordance with the Budget template, [APPENDIX E](#))
3. Data Collection
 - Description of expected data to be collected to demonstrate impact of services provided

VIII. APPLICATION ASSISTANCE

A. RFA Assistance Webinars

To assist CMSP counties, Governing Board staff will conduct four RFA assistance webinars on the following dates and times:

Wednesday, April 8, 2020 at 10:00 AM

Zoom Link:

<https://zoom.us/j/778287474?pwd=ZEkyNGJWYWdsa0VUZ1I2SGFsQ21DZz09>

Zoom Meeting Number: 778 287 474

Zoom Password: 240783

Thursday, April 9, 2020 at 2:00 PM

Zoom Link:

<https://zoom.us/j/243212084?pwd=VHA4TzNqYkVOZUtUOWgxa2RJK2xyZz09>

Zoom Meeting Number: 243 212 084

Zoom Password: 190295

Wednesday, May 13, 2020 at 10:00 AM

Zoom Link:

<https://zoom.us/j/97205692455?pwd=T1NTbINISHBBekRvYUUXSjFIUkwzZz09>

Zoom Meeting Number: 972 0569 2455

Zoom Password: 464097

Wednesday, June 3, 2020 at 1:00 PM

Zoom Link:

<https://zoom.us/j/98391210838?pwd=czN0WFVSR2lkVnpsbnQrU1RMZXJGdz09>

Zoom Meeting Number: 983 9121 0838

Zoom Password: 812160

Applicants are encouraged to bring any questions they have regarding the CERG Program requirements and the application process to these webinars.

B. Frequently Asked Questions (FAQ)

Once the application process gets underway, questions that are received by the Governing Board will be given written answers and these questions and answers will be organized into a Frequently Asked Questions (FAQ) document that will be posted on the Governing Board's website under the [COVID-19 Emergency Response Grant Program website page](#).

C. Contact Information

Please direct any questions regarding the RFA to Anna Allard, Grants Manager at aallard@cmspcounties.org or by phone at 916-649-2631 x120.

IX. APPLICATION INSTRUCTIONS & REQUIREMENTS

- A. Applications may be submitted beginning April 10, 2020 through August 31, 2020 at 5:00 PM PST.
- B. Submit all applications via email to grants@cmspcounties.org. Please include the "County name" and "CERG Application" in the subject line of the email.
- C. All applications must be complete at the time of submission and must use the required forms provided. The required forms are available for download on the [COVID-19 Emergency Response Grant Program website page](#).
 - 1. Completed [CERG Cover Sheet \(APPENDIX C\)](#). The cover sheet must be signed by the Applicant Agency and by the County Administrative Officer, or their designee, of the County requesting the CERG.

- i. Please include a PDF of the signed version of the CERG Cover Sheet ([APPENDIX C](#)).
 - ii. Please also include an Excel file of the unsigned version of the CERG Cover Sheet ([APPENDIX C](#)).
 2. Completed [CERG Request Form \(APPENDIX D\)](#).
 3. Completed [CERG Budget Template \(APPENDIX E\)](#). Funding requests must not exceed the maximum funding amount for each CMSP county listed within [APPENDIX A](#). Proposed expenditures must be in alignment with the allowable uses of grant funds listed in [APPENDIX B](#). Administrative and/or overhead expenses cannot equal more than 15% of the total project expenditures.
- D. Do not provide any materials that are not requested, as reviewers will not consider the materials.
- E. Only **one** application will be considered from each CMSP County.

X. APPENDICES

[APPENDIX A: Maximum Funding Amount by CMSP County](#)

[APPENDIX B: Allowable Use of Grant Funds](#)

[APPENDIX C: CERG Cover Sheet](#)

[APPENDIX D: CERG Request Form](#)

[APPENDIX E: CERG Budget Template](#)

EXHIBIT C
APPLICATION
GRANTEE'S APPLICATION

APPENDIX C: COVER SHEET
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

1. CMSP County to Be Served: County of Kings

2. Funding Request:
Requested Amount : \$363,797

3. Lead Agency Applicant:

Organization: Kings County Department of Public Health Tax ID Number: 94-6000814
Applicant's Director: Edward D. Hill
Title: Director
Address: 330 Campus Drive
City: Hanford State: CA Zip Code: 93230 County: Kings
Telephone: (559) 852-2625 Fax: (559) 582-7618
Email address: edward.hill@co.kings.ca.us

4. Primary Contact Person (Serves as lead contact for the project):

Name: Everardo Legaspi
Title: Program Manager
Organization : Kings County Department of Public Health
Address: 330 Campus Drive
City: Hanford State: CA Zip Code: 93230 County: Kings
Telephone: (559)852-2523 Fax: (559) 582-7618
Email address: everardo.legaspi@co.kings.ca.us

5. Secondary Contact Person (Serves as alternate contact):

Name: Nichole Fisher
Title: Nursing Division Manager
Organization : Kings County Department of Public Health
Address: 330 Campus Drive
City: Hanford State: CA Zip Code: 93230 County: Kings
Telephone: (559)852-2586 Fax: (559) 582-7618
Email address: nichole.fisher@co.kings.ca.us

6. Financial Officer (Serves as Fiscal representative for the project):

Name: Crystal Hommerding
Title: Fiscal Analyst II
Organization : Kings County Department of Public Health
Address: 330 Campus Drive
City: Hanford State: CA Zip Code: 93230 County: Kings
Telephone: (559) 852-4593 Fax: (559) 582-7618
Email address: crystal.hommerding@co.kings.ca.us


CMSP COVID-19 Emergency Response Grant (CERG) Program

Agreement:


By submitting this application for CMSP COVID-19 Emergency Response Grant, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in the Request for application (RFA) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP COVID-19 Emergency Response Grant is true and correct.

County Chief Administrative Officer

Signature:  Date: 4/30/2020
Name: Rebecca Campbell
Title: County Administrative Officer
Organization: County of Kings
Address: 1400 W Lacey Blvd.
City: Hanford State: CA Zip Code: 93230 County: Kings
Telephone: (559)852-2375 Fax: (559)585-8047
Email address: rebecca.campbell@co.kings.ca.us

Lead Agency Director

Signature:  Date: 4/30/2020
Name: Edward D. Hill
Title: Director
Organization: Kings County Department of Public Health
Address: 330 Campus Drive
City: Hanford State: CA Zip Code: 93230 County: Kings
Telephone: (559) 852-2625 Fax: (559) 582-7618
Email address: edward.hill@co.kings.ca.us

APPENDIX D: REQUEST FORM
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

1) COUNTY NAME: *County of Kings*

2) TARGET POPULATION:

a. Please indicate below which one or more target population(s) the CMSP COVID-19 Emergency Response Grant Program will be focused on by **placing an X** next to the corresponding target population(s).:

- Uninsured and/or underinsured low-income adult county residents seeking health care services and supports in response to COVID-19 conditions;
- Specific low-income population groups in the county identified as most at risk of COVID-19 conditions based upon current data on risk and need;
- Publicly supported populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, seeking health care services and supports in response to COVID-19 conditions;
- Low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services to address COVID-19 conditions.

b. Please briefly describe each of the target populations you have identified and the services or interventions that will be supported with CERG funding to address the needs of each of these target populations.

1. Publicly supported populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, seeking health care services and supports in response to COVID-19 conditions;

The services and/or interventions that will be supported with CERG funding to address the needs of the population identified above include, but are not limited to: Supportive Quarantine Services: This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.

The estimated total number of individuals in this target population to be served is 250. The 2019 Point-in-time count by the Kings/Tulare Homeless Alliance reports that there are 250 homeless individuals in Kings County. This count includes 231 adults and 19 children. None of the children identified during the Point-in-time count were unaccompanied and would benefit from any services that their parents or guardians would receive. It is therefore anticipated that all individuals experiencing homeless in Kings County could potentially benefit from the services, equipment and supplies being requested herein.

Additionally, it is anticipated that up to 15 families will receive rent coverage/assistance funds in cases where individuals being ordered to self-quarantine are the sole provider for their family and have no other means of financial support.

2. Low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services to address COVID-19 conditions.

The needs of this target population will be addressed with CERG funding by helping to cover the salaries of staff, supplies and equipment for a mobile health home that will be deployed to locations where the target population is located and in need of services to address COVID-19 conditions.

The estimated total number of individuals in this target population to be served is 151. The 2019 Point-in-time count by the Kings/Tulare Homeless Alliance reports that of the 231 adults identified, 151 reported a disabling condition including: chronic health, developmental, HIV/AIDS, mental illness, physical, and substance abuse. Several Kings County homeless residents had self-identified as having more than one disabling condition with 35 individuals indicating substance abuse, a medical condition or a mental health condition as the reason for homelessness.

3) PROPOSED PARTNER ORGANIZATIONS

Please describe the anticipated organizations that will receive CERG funding including eligible county departments and non-profit organizations.

The Lead Agency submitting this grant application is the Kings County Department of Public Health (KCDPH) whose mission is to promote and protect the health and well-being of Kings County residents through education, prevention, and intervention. During the COVID-19 pandemic emergency the department has activated its Department Operations Center (DOC) to provide other county departments and community partners with pertinent, valuable information, resources and support. Additionally, KCDPH supported local health care providers during the initial stages of the pandemic by providing sample collection for testing and helping all providers get up and running to conduct testing themselves. Currently, public health nurses are conducting communicable disease investigations, tracking down contacts of confirmed cases and providing resources and support to those impacted.

KCDPH is partnering with Kings County Human Services Agency (KCHSA) and other county departments and non-profit organizations to coordinate staff and provide supplies for the County's non-congregational shelter options for homeless individuals that are impacted by COVID-19. KCHSA assists people who are experiencing hardship or have been unable to participate fully in social and economic life within the community. The agency works to meet the needs of the community as it grows and changes by protecting children and elders, providing healthcare coverage, and connecting the community to resources that keep the workforce strong. KCHSA is requesting funds for the implementation of Project Roomkey which is intended to provide safe isolation capacity for tens of thousands of people experiencing homelessness in California in order to protect them and the state from COVID-19. KCDPH and KCHSA along with other county departments and community

partners are coordinating the effort to provide for low-income adult residents in Kings County that have housing challenges that impede their ability to obtain necessary health care services to address COVID-19 conditions. The goal of Project Roomkey is to provide non-congregate shelter options for people experiencing homelessness, to protect human life, and minimize the strain on the health care system's capacity. It is anticipated that Project Roomkey will be in effect for a three month period.

4) BUDGET REQUEST

- a. Applicants are required to complete and submit APPENDIX E: CERG Budget Template.
- b. Describe other anticipated COVID-19 funding sources, identified gaps, and how CERG funds will be coordinated with other efforts.

Other anticipated COVID-19 funding sources include Public Health Emergency Preparedness from the Centers of Disease Control and Prevention (CDC) which has also allocated additional funding to specifically address COVID-19 activities; Hospital Preparedness Program from the office of the Assistant Secretary for Preparedness and Response, U.S. Department of Health and Human Services; Pandemic Influenza funds from the CDC; and reimbursement from the Federal Emergency Management Agency (FEMA).

As the COVID-19 pandemic requires additional staff to properly address the impact on the community, individuals are being pulled from their typical duties and programs. This creates a gap in how their wages are covered since they are not able to bill COVID-19 related activities to their typical funding streams. Additionally, the funds allocated for emergency responses are not sufficient to meet the demand caused by the pandemic. We are exhausting the above funding sources and the full impact of COVID-19 on Kings County is only at the beginning stages. As the number of COVID-19 cases grows, additional staff will be needed to provide the necessary services.

CERG funds will be coordinated with other efforts by filling the identified gaps in funding for COVID-19 response necessary items and staffing. Additionally, CERG funds will provide approximately half of the 25% match requirement for Project Roomkey by covering necessary expenses.

- c. Describe the proposed use of CERG funds for services, staff and supplies and expected outcomes in the six (6) categories provided below. If no activities are proposed for a specific category, please write "CERG funds are not requested". Proposed expenditures must be in alignment with the allowable uses of grant funds listed in APPENDIX B.

Personal Protection Equipment (PPE), Healthcare Equipment and Supplies:

This includes items such as facemasks, gowns, hand sanitizer, and similar supplies and equipment needed to assist public employees, local health care providers, non-profit human services providers, and first-responders in responding to the COVID-19 pandemic.

Kings County Department of Public Health will allocate \$10,000 of CERG funds for the procurement of Personal Protection Equipment (PPE), Healthcare Equipment and Supplies. KCPH's Department Operations Center (DOC) established seven objectives to adequately respond to the COVID-19 pandemic. Of these, four involve some aspect of ensuring that Personal Protection Equipment (PPE), Healthcare Equipment and/or Supplies are readily available and adequately managed to assist public employees, health care providers, non-profit human service providers and first responders. These objectives are:

- 1. Continue to consolidate resource requests from community healthcare partners and first responders through the MHOAC and centralize distribution if fulfilled by state resources.**
- 2. Develop a capability to provide support to homeless sheltering objectives by partnering with HSA, behavioral health, Kings County Homelessness Collaborative (KCHC) to provide access to shelters, medical services, supplies, wraparound services, and staff. Incorporate use of medical van.**
- 3. Ongoing shortage of PPE and testing materials required for COVID19 testing. Resource requests to Region/State have been made through the MHOAC program. Optimization strategy must be developed and implemented.**
- 4. Managing purchasing done in support of COVID19 response. Using software reporting and forms to keep track of personnel time spent on COVID19 response. Assistance with budgeting additional funding provided through CDPH by federal agencies.**

KCDPH Public Health Emergency Preparedness (PHEP) staff has worked extremely hard to ensure all objectives are met and the CERG funds requested for this category will allow PHEP staff to replenish the vital supplies that have been depleted to properly respond to the COVID-19 pandemic in Kings County. The PPE, Healthcare Equipment and Supplies that will be procured with CERG funds include, but are not limited to: facemasks, gowns, hand sanitizer, face shields and an automated external defibrillator (AED) for the department's mobile health home. The mobile health home will be deployed to provide medical services to the identified target populations at non-congregational settings. Utilizing a mobile health home, KCDPH will be able to provide services to low-income adult residents that have housing and/or transportation challenges impacted by the COVID-19 pandemic.

These supplies will be of the utmost importance as KCDPH works to meet objective number two above and comply with the state's mandate to shelter this vulnerable population in non-congregational settings.

Examples of PPE, healthcare equipment and medical supplies to be purchased include but are not limited to:

Gowns: 100 per case, approximately \$35.50ea. X 10 cases = \$355

N95 masks: 210 per case, approximately \$357.25ea. X 5 cases = \$1,786

Surgical masks: 500 per case, approximately \$70.74ea. X 25 cases = \$1,769

Nitrile gloves: 2,000 per case, approximately \$169.64ea. X 10 cases = \$1,696

Face shields: 10 per pack, approximately \$37.33ea. X 10 packs = \$373

AED for mobile unit: approximately \$2,000 including fees and taxes

First aid kits: approximately \$204ea. X 5 kits = \$1,020

Supportive Quarantine Services:

This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.

Kings County Department of Public Health (KCDPH) will allocate \$10,000 of CERG funds to assist with Supportive Quarantine Services. As the number of cases increase in Kings County, the ability to quarantine at home is becoming increasingly difficult as we try to minimize the number of additional individuals exposed to COVID-19. For the publicly supported low-income adult populations and low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges, being quarantined is particularly impactful. As the number of confirmed COVID-19 cases increase, a growing number of collateral contacts are being ordered to self-quarantine increasing the demand for supportive quarantine services. The Kings County Department of Public Health's (KCDPH) Department Operations Center (DOC) has established the following objective: Transition from direct client services of COVID-19 testing to case management follow up. Supportive quarantine services will be vital to accomplish this objective and the main intent is to limit the spread of COVID-19 in Kings County. The target populations identified that will be supported with CERG funding have a very high need for this type of support. The CERG funds requested under this category will be utilized to purchase shelf-stable food, personal hygiene supplies and rent coverage/assistance for those that are ordered to self-quarantine, are the sole provider for their family and have no other means of financial support.

- Shelf-stable food: \$1,500 will be used to purchase enough shelf-stable food to get people established when first quarantined. Case managers will then connect them to resources for on-going support. Based on the \$15 per person, per meal guidance provided, this will equate to 100 meals.***
- Personal hygiene supplies: \$1,000 will be used to provide personal hygiene supplies for individuals that are quarantined. At approximately \$25 per family, 40 families will receive this type of support.***
- Rent coverage/Assistance: \$7,500 = \$500/family = 15 families***

Kings County Department of Public Health (KCDPH) is partnering with Kings County Human Services Agency (HSA) to provide temporary shelter and services for homeless individuals that are at high risk for COVID-19 through Project Roomkey. HSA is the lead entity for Project Roomkey in Kings County and as such is tasked with putting together funds, resources and support from other county departments and community based organizations to provide shelter to homeless individuals. KCDPH is the lead applicant for the CERG grant program and HSA will be invoicing the department to cover the contracted services detailed below. Funds requested by HSA from the CERG grant will not be used to pay for any HSA staff's time and will only invoice KCDPH for contracted services.

Kings County Human Services Agency (KCHSA) is requesting the following CERG funds under this category:

- **Transportation: \$40,000 of CERG funds will be utilized to procure appropriate transportation for exposed individuals that will be sheltered in non-congregational settings that need medical attention.**

Average cost of ambulance transport in California is \$589 which equates to approximately 22 ambulance transports per month during 3 months: \$40,000 divided by \$589 is approximately 68 ambulance transports. Divided by 3 months provides for approximately 22 transports per month.

- **Laundry: \$30,000 of CERG funds to cover the cost of laundering sheets and towels based on sheltering 65 individuals per month, for three months. Per the California governor's direction, hotels/motels are being procured to serve as non-congregational shelter for individuals experiencing homelessness in Kings County.**

Project Roomkey: 65 individuals for 3 months: \$10,000 per month: \$154/per individual per month.

- **Security: \$33,038 of CERG funds will be used to cover approximately 25% of the cost to provide security services at hotels/motels, 24 hours a day, 7 days a week for 3 months.**

- **Sanitation Stations: \$10,000 of CERG funds will be allocated toward leasing 9 sanitation stations that will be made available to individuals experiencing homelessness. The sanitation stations will be placed close to homeless encampments or routes to help maximize handwashing and water available for this population to minimize the spread of COVID-19. The cost includes all required maintenance and supplies which will be provided by the leasing company.**

Nine sanitation stations for 3 months in locations where remaining homeless population resides: 250 individuals identified during the Point-in-time count, minus 65 individuals sheltered through Project Roomkey is approximately 185 individuals in to be served. This equates to approximately \$18 per individual, per month.

- **Total Supportive Quarantine Funds requested by KCHSA: \$113,038**

Public Employees Needed for Emergency Response:

This includes salary and fringe benefits for existing employees or new limited-term employees of CMSP county public health, health care, and behavioral health departments required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.

Kings County Department of Public Health (KCPH) will allocate \$171,190 of CERG funds to cover the wages of Public Employees Needed for Emergency Response. KCDPH staff has been working diligently to accomplish the seven objectives established through the Department Operations Center (DOC). These are:

- 1. Provide timely and accurate information in response to community inquiries including key stakeholders, healthcare facilities, businesses, and families.**
- 2. Prioritize workloads and effectively prepare for COVID-19 response activities.**
- 3. Transition from direct client services of COVID-19 testing limited to case management follow up.**
- 4. Continue to consolidate resource requests from community healthcare partners and first responders through the MHOAC and centralize distribution if fulfilled by state resources.**
- 5. Develop a capability to provide support to homeless sheltering objectives by partnering with HSA, behavioral health, Kings County Homelessness Collaborative (KCHC) to provide access to shelters, medical services, supplies, wraparound services, and staff. Incorporate use of medical van.**
- 6. Ongoing shortage of PPE and testing materials required for COVID-19 testing. Resource requests to Region/State have been made through the MHOAC program. Optimization strategy must be developed and implemented.**
- 7. Managing purchasing done in support of COVID-19 response. Using software reporting and forms to keep track of personnel time spent on COVID-19 response. Assistance with budgeting additional funding provided through CDPH by federal agencies.**

The above objectives are being accomplished by staff that has been pulled from their regular duties to address the impact of the COVID-19 pandemic on Kings County. The CERG funds being requested under this category will allow KCDPH to pull additional staff as they become necessary and cover the salaries and fringe benefits while performing COVID-19 specific duties. As the number of individuals requiring case management increases, additional staff will be required to provide the services needed. Low-income individuals have a higher level of need and additional staff will be needed to provide adequate support.

At the moment it is difficult to determine the salaries and fringe benefits for specific staff and/or positions that the CERG funds being requested will cover. As the situation changes, the percentage of time staff spends on COVID-19 specific activities fluctuates and it would be difficult and inaccurate to predict. A funding code will be established for staff to charge their time spent providing assistance to low-income individuals affected by the COVID-19 pandemic that will be specific for CERG funds.

FTE breakdown and estimated salary costs that will be covered by CERG funds:

County Health Nurse II: 0.5FTE X \$64,131 annual salary = \$32,065

Provide direct services to target populations. Administer sample collection for COVID-19 testing. Provide case management, contact tracing, medical assessments and additional supportive services.

Senior Public Health Nurse: .9FTE X \$93,080 annual salary = \$83,772

Provide leadership and direction to county health nurses. Staff scheduling, develop, assess and adapt processes, provide direct services to target populations.

Program Manager, Public Health: .1FTE X \$66,331 annual salary = \$6,633

Prepare required progress reports. Program development and support.

Total estimated salaries: \$122,470

Fringe benefits calculated at approximately 40% of wages: \$48,720

Total salaries and benefits: \$171,190

Non-Profit Human Services Providers Needed for Emergency Response:

This includes community-based non-profit organizations providing emergency support to low-income individuals affected by the COVID-19 pandemic, including salaries and fringe benefits for existing or new limited-term employees.

CERG funds are not requested

Public Information and Outreach:

This includes development of public messaging regarding COVID-19 services and emergency response, including radio, print, digital and other means of communication.

Kings County Department of Public Health will allocate \$5,000 of CERG funding for the development of a public messaging campaign regarding COVID-19 services and emergency response by the County's departments and community partners. The campaign will incorporate ways to disseminate new COVID-19 information and promote key messages quickly through social media platforms, radio and newspaper advertising. With everyone practicing social distancing, social media platforms provide direct access to target audiences. Our goal is to ensure our audiences can find, understand and use information to protect themselves from COVID-19. All messaging and materials that will be developed will be culturally appropriate and intended to increase public awareness of resources available to protect themselves from COVID-19.

Kings County Department of Public Health (KCDPH) staff has previous experience with public messaging campaigns and reaching out to underserved communities in a culturally appropriate manner and will administer the described outreach services. Communications resources available from the Centers for Disease Control and Prevention, the California Department of Public Health, and the California Coronavirus COVID-19 Response Toolkit will be utilized and adapted to be specific to Kings County.

Administration/Overhead Expenses:

Administrative and/or overhead expenses cannot equal no more than 15% of the total project expenditures.

Kings County Department of Public Health (KCDPH) is requesting a ten percent (15%) allocation of CERG funds in the amount of \$54,569 for Administrative/Overhead expenses. Administrative staff has been providing additional support by processing the necessary ICS forms, procuring supplies and equipment and assisting staff with timecard/recordkeeping. Overhead expenses have also increased as essential staff is set up to work from home during off hours.

The 15% Administrative/Overhead funds requested in the amount of \$54,569 is based on the total CMSP CERG project expenditures, per the Budget Template. The costs incurred under this request are necessary to support the functions of the KCDPH staff that will provide the described services. KCDPH allocates administrative and overhead costs proportionally based on FTEs included in each project. These costs include, but are not limited to, the cost share of: administrative support, accounting and payroll services, auditing expenses, and liability insurance.

5) DATA COLLECTION AND REPORTING

Describe the expected data to be collected to document the services provided with CERG funding and to demonstrate the impact of services provided. Also, please identify the lead staff person(s) responsible for preparation of the required progress and expenditure reporting.

Kings County Department of Public Health follows the Incident Command System which entails the proper documentation of activities related to a specific incident. Staff provides a detailed description of activities related to COVID-19 response on ICS form 214 which is used to track their time. Additionally, ICS form 201 is updated daily and includes the incident objectives and related activities to meet those goals. During Department Operations Center briefings, staff provides information to the group regarding activities and the impact these have had on achieving goals. Additionally, staff prepares program cards where the specific funding streams covering their time are identified. A specific funding code will be established specifically for CERG funds which will correlate to employee's 214 forms and their electronic timesheets.

The lead staff person responsible for the preparation of the required progress reporting is Everardo Legaspi, Program Manager for KCDPH.

The quantifiable data that will be collected includes but is not limited to:

- 1. Number of individuals part of publicly supported populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, that receive health care services and supports through this project:***
 - a. Goal: 250 individuals served***
 - b. Total number of unduplicated individuals served***
 - c. Number and types of health care services and supports provided***

- 2. Number of individuals that are low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services to address COVID-19 conditions that receive services and supports through this project:***
 - a. Goal: 151 individuals served***
 - b. Total number of unduplicated individuals served***

- c. **Number and types of health care services and supports provided**
3. **Target population's demographic information to be collected will include, but is not limited to:**
 - a. **Family/household composition**
 - b. **Age**
 - c. **Gender**
 - d. **Ethnicity**
 - e. **Race**
 - f. **Primary language/preferred language**
 - g. **Health conditions**
 - i. **Disabling conditions (if any)**
 - h. **Source of Income/Public benefits received**
 - i. **Current place of habitation**
 - i. **If homeless, location of last stable housing**
 - j. **Current healthcare provider (if any)**
 - i. **Date of most recent healthcare services accessed**
 - ii. **Barriers to accessing healthcare**
 4. **Shelf-stable food:**
 - a. **Goal: 100 meals provided**
 - b. **Total number of actual meals provided**
 - c. **Unduplicated number of individuals provided meals**
 - d. **Number and types of referrals for on-going support**
 5. **Personal hygiene supplies:**
 - a. **Goal: 40 families supported**
 - b. **Total number of families supported**
 6. **Rent coverage/Assistance:**
 - a. **Goal: 15 families supported**
 - b. **Total number of families supported**
 7. **Transportation:**
 - a. **Goal: 68 ambulance transports provided**
 - b. **Total number of actual ambulance transports provided**
 - c. **Unduplicated number of individuals transported by ambulance**
 8. **Laundry:**
 - a. **Goal: Provide laundry services for all individuals sheltered through Project Roomkey including during their stay, and room turn-over**
 - b. **Total number of individuals temporarily sheltered through Project Roomkey**
 - c. **Unduplicated number of individuals temporarily sheltered through Project Roomkey**

The lead staff person responsible for expenditure reporting is Crystal Hommerding, Fiscal Analyst II, KCDPH.

6) APPLICATION CHECK LIST

- Only **one** application will be considered from each CMSP County.
- Please read the CMSP COVID-19 Emergency Response Grant (CERG) Program Request for Applications available at <https://www.cmspcounties.org/covid-19-county-grants/>.
- Applications may be submitted beginning April 10, 2020 through June 10, 2020 at 5:00 PM PST.
- Submit application via email to grants@cmspcounties.org. Please include the “County Name” and “CERG Application” in the subject line of the email.
- Application must be complete at the time of submission and must use the required forms provided.
- The required forms are available for [download](#):
 - Completed CERG Cover Sheet (APPENDIX C). The cover sheet must be signed by the Applicant Agency and by the County Administrative Officer, or their designee, of the County requesting the CERG.
 - Please include a PDF of the signed version of the CERG Cover Sheet (APPENDIX C).
 - Please also include an Excel file of the unsigned version of the CERG Cover Sheet (APPENDIX C).
 - Completed CERG Request Form (APPENDIX D).
 - Completed CERG Budget Template (APPENDIX E).
- Do not provide any materials that are not requested, as reviewers will not consider the materials.

**APPENDIX E: BUDGET TEMPLATE
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM**

County: County of Kings

Instructions: Please complete the sections shaded in blue. CMSP counties are permitted to apply up to the maximum amount of funding allowed per CMSP county listed in APPENDIX A over a one-year project period. The amount requested cannot exceed the total amount allowed per CMSP county. Please enter your best estimate of funds to be spent in the following six (6) categories. Please refer to APPENDIX B for information regarding allowable and unallowable grant expenses. Administrative and/or overhead expenses cannot equal no more than 15% of the total project expenditures.

In addition to completing this Budget Template, applicants need to describe their requested funds in Section 4 of the CERG Request Form (APPENDIX D). Please be aware that awarded CMSP counties will be required to submit a detailed budget as part of the Sixth-Month Grant Progress/Expenditure Report.

| Category | Amount Requested |
|---|----------------------|
| Personal Protection Equipment (PPE) and Supplies | \$ 10,000.00 |
| Supportive Quarantine Services | \$ 123,038.00 |
| Public Employees Needed for Emergency Response | \$ 171,190.00 |
| Non-Profit Human Services Providers Needed for Emergency Response | N/A |
| Public Information and Outreach | \$ 5,000.00 |
| Administration/Overhead Expenses (limited to 15%) | \$ 54,569.00 |
| Total Request | \$ 363,797.00 |

EXHIBIT D

**COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD
GRANTEE DATA SHEET**

| | |
|------------------------------------|--|
| Grantee's Full Name: | KINGS COUNTY DEPARTMENT OF PUBLIC HEALTH |
| Grantee's Address: | KINGS COUNTY DEPARTMENT OF PUBLIC HEALTH 330 CAMPUS DRIVE HANFORD, CA, 93230 |
| Grantee's CAO: (Name and Title) | Edward D. Hill Director of Public Health |
| Grantee's Phone Number: | (530) 852-2625 |
| Grantee's Fax Number: | (530) 852-7618 |
| Grantee's Email Address: | Edward.hill@co.kings.ca.us |
| Grantee's Tax Id# [EIN]: | 94-6000814 |

I declare that I am an authorized representative of the Grantee described in this Form. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Form is true and correct.

GRANTEE: KINGS COUNTY DEPARTMENT OF PUBLIC HEALTH
County Administrative Officer:

By: _____
Title: _____

Applicant:

By: _____
Title: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 11, 2020

SUBMITTED BY: Administration – Rebecca Campbell
Department of Public Health – Edward Hill

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 State's roadmap for modifying the statewide order and take action as necessary.

Fiscal Impact:

The County is tracking costs and revenue losses 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 2019 COUNTY UPDATE

August 11, 2020

Page 2 of 2

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 roadmap for modifying the statewide order.