

**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, September 29, 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 video and 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, Kings County 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. 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. A maximum of 10 individuals will be allowed in the 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 observe the meeting virtually can do so via the worldwide web at:

<https://youtu.be/psEISYJdDW4> or go to [www.countyofkings.com](http://www.countyofkings.com) and click on the "Join Meeting" link.

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- I. 9:00 AM CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION – Andrew Cromwell – Koinonia Church**  
**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 September 22, 2020 regular meeting.

**IV. CONSENT CALENDAR**

**A. Behavioral Health:**

Consider approving an Agreement with Kings County Commission on Aging to provide Senior Access for Engagement Program Services from July 1, 2020 to June 30, 2021.

**B. Sheriff's Office:**

1. Consider approving an Agreement with Permittium LLC. for an online concealed carry weapons permit application system.
2. Consider authorizing the Sheriff, David Robinson to sign Amendment No. 1 to the Jail Based Competency Treatment Program Agreement.

**C. Administration:**

Consider authorizing the County Administrative Officer to sign the sixth Amendment to the Agreement with the California Department of Water Resources for the supply and conveyance of water under the dry year water purchase program.

**V. REGULAR AGENDA ITEMS**

**A. County Counsel – Lee Burdick/Carrie Woolley**

Consider authorizing the Chairman to sign a letter in support of the Emergency Wildfire and Public Safety Act of 2020.

**B. Fire Department – William Lynch**

Consider authorizing the advance step hire of Steve Alonzo as an extra help Assistant Fire Chief at Salary Range 260.0, Step 5.

**C. Human Resources – Henie Ring/Melissa Avalos**

1. Consider:
  - a. Approving the revised job specification for Family Resource Coordinator with no change in salary; and
  - b. Approving the new job specification for Senior Family Resource Coordinator and set the salary at range 183.0 (\$3,713 - \$4,531).

**D. Department of Public Health - Edward Hill/Nancy Gerking**

1. Consider authorizing the Chairman to retroactively sign the Agreement with Pacific Union College.
2. Consider authorizing waiving the flu vaccine administrative fee for flu vaccines offered to all Kings County residents.

**E. Administration - Rebecca Campbell**

1. Consider:
  - a. Appointing a Primary Director to the California State Association of Counties Board of Directors; and
  - b. Appointing an Alternate Director to the California State Association of Counties Board of Directors.



**F. Administration - Rebecca Campbell  
 Human Services Agency – Sanja Bugay  
 Department of Public Health - Edward Hill**

1. Consider:
  - a. Approving a transfer of \$250,000 from the Department of Public Health Coronavirus Aid, Relief, and Economic Security Act allocation to the Human Services Agency to provide additional match for Project Roomkey; and
  - b. Adopting the budget change. **(4/5 vote required)**

**G. 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
- 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. CLOSED SESSION**

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**  
 Negotiators: Rebecca Campbell, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
  - Blue Collar – SEIU
  - Detention Deputy Association
  - Deputy Sheriff’s Association
  - Firefighters’ Association
  - General – CLOCEA
  - Probation Officers Association
  - Prosecutors Association
  - Supervisors – CLOCEA
  - Unrepresented Management

**VIII. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for October 6, 2020, at 9:00 a.m.

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

***FUTURE MEETINGS AND EVENTS***

October 6	9:00 AM	Regular Meeting
October 13	9:00 AM	Regular Meeting
October 20	9:00 AM	Regular Meeting
October 27	9:00 AM	Regular Meeting

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

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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, September 22, 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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- I. 9:00 AM CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION – Brian Kleinhammer – Kingdom Culture 2.0**  
**PLEDGE OF ALLEGIANCE**  
**ALL MEMBERS PRESENT**

- II. UNSCHEDULED APPEARANCES**  
*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.*



**David Robinson, Kings County Sheriff asked the Board of Supervisors to authorize funding in the program with Kings Community Action Organization to help with childcare costs for Sheriff's Department staff during the pandemic.**

**Pat Sancez, Superintendent Reef Sunset Unified School District stated that he and his Board were honored to have the free mobile testing unit at the High School today and stated that the students and parents were very responsive to having access to the resource.**

**Supervisor Valle asked the Superintendent if he participated in the online Avenal City Council meeting where the Council voted against the resource being allowed in the City and the Superintendent stated that he was and does not want this to be a political issue and stated that the School Board members voted unanimously to have the resource available for the students and parents of their school district.**

**III. APPROVAL OF MINUTES**

- A. Approval of the minutes from the September 1, 2020 regular meeting.
- B. Approval of the minutes from the September 14 & 15, 2020 special and regular meeting.
- C. Approval of the minutes from the September 16, 2020 special meeting.

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

**IV. CONSENT CALENDAR**

**A. Human Resources Department:**

Consider approving Catherine Etchebehere as the pro tempore Consensus Member to the Personnel Appeals Board.

**B. Human Services Agency:**

- 1. Consider
  - a. Approving the Human Services Agency to enter into an Agreement with Kings/Tulare Continuum of Care for acceptance of California Emergency Solutions and Housing funds for the Housing Assistance for Needy Adults Program; and **[Agmt #20-108]**
  - b. Authorizing the Human Services Agency Director, or her designee, to sign the Agreement.

**C. Probation Department:**

Consider approving an Agreement retroactively with Kings View Counseling Services to continue providing substance use and mental health services to probation youth from July 1, 2020 to June 30, 2021. **[Agmt #20-109]**

**D. Public Works Department:**

- 1. Consider authorizing the Chairman to sign the Utility Easement to allow Pacific Gas & Electric Company service to the new Hickey Park well.
- 2. Consider approving a revised Agreement with Larry L. Hillblom Foundation and the San Joaquin Valley Clean Energy Organization for the Per-Capita Proposition 68 Grant for Parks. **[Agmt #20-110]**

**E. Administration/California Public Financing Authority:**

Consider adopting a Resolution approving the tax-exempt financing and issuance of the bonds by the California Public Finance Authority for California Crosspoint High School d/b/a California Crosspoint Academy. **[Agmt #20-065]**

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

**V. STUDY SESSION**

**A. Public Works Department – Keving McAlister  
Self Help Enterprises – Manuel Leon Jr.**

Receive a presentation on the Integrated Regional Water Management (IRWM) Disadvantaged Community Involvement Program (DCIP).

**INFORMATION ONLY - NOA**



VI.

**REGULAR AGENDA ITEMS**

**A. Fire Department – Bill Lynch/Amanda Verhaege**

1. Consider:
  - a. Authorizing the Fire Department to accept the Fiscal Year 2020 Emergency Management Performance Grant Supplemental;
  - b. Authorizing the County Fire Chief to sign all grant documents;
  - c. Adopting a Resolution designating the Fire Chief, County Administrative Officer, or the Purchasing Manager as authorized signatories for execution of all grant documentation; and **[Reso #20-066]**
  - d. Adopting the budget change. **(4/5 vote required)**

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

**B. Health Department – Ed Hill**

Receive an update on COVID-19 mobile testing efforts and take appropriate action as deemed necessary.

**ACTION: APPROVED A 28 DAY REQUEST TO EXTEND THE RFP AND DIRECT THE PUBLIC HEALTH DIRECTOR TO RESEARCH AVAILABILITY OF LAB SERVICES ONLY (JN, RF, RV, CP, DV-Aye)**

**C. Administration – Rebecca Campbell**

1. Consider:
  - a. Accepting the donation from Trinity Packing Company, Inc. in the amount of \$10,000;
  - b. Accepting the donation from Wonderful Pistachios, Inc. in the amount of \$10,000;
  - c. Authorizing the Chairman to sign the Agreement with Huawei Technologies USA for 15,000 surgical face masks; and **[Agmt #20-111]**
  - d. Adopting the budget change. **(4/5 vote required)**

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

2. Consider initiating a Closed Session concerning Personnel Matter pursuant to Government Code Section 54957 Public Employment.

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

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

**ACTION: THE BOARD RECEIVED AN UPDATE AND TOOK ACTION TO STAY ON TRACK AND AUTHORIZE THE NEXT \$2.5 MILLION IN PAYMENTS TO SMALL BUSINESSES IN KINGS COUNTY UNDER PHASE 2 (JN, RV, DV, CP, RF-Aye) THEY ALSO APPROVED UP TO AMEND THE CONTRACT WITH KINGS COMMUNITY ACTION ORGANIZATION TO SET ASIDE UP TO \$20,000 OF ALLOCATED FUNDING CHILDCARE NEEDS FOR THE KINGS COUNTY SHERIFF’S DEPARTMENT STAFF (RV, JN, RF, DV-Aye, CP-No)**



**VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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**Supervisor Pedersen stated that he participated in the San Joaquin Valley Air Pollution Control District meeting on September 17, 2020.**

**Supervisor Neves stated that he participated in the CalViva Finance Committee and the Kings County brown bag luncheon on September 17, 2020, he participated in the Homelessness Collaborative meeting on September 21, 2020, and stated that former Kings County employee Keith Winkler passed away recently and acknowledged the 45 years he worked with Kings County Health Department prior to retiring.**

**Supervisor Verboon stated that he participated in Valley Voice meetings on September 16-17, 2020 and stated that he is working with My Job Depends on Ag to do deliver food at COVID-19 testing sites in the near future.**

- ◆ **Board Correspondence: Rebecca Campbell stated that the Board received a letter from: the California Public Utilities Commission regarding Rule 20 programs, a request from Downey Brand for placement on CEQA notice list for project involving Kings River Water, a WARN Notice from LAGS Medical Centers for approximately 5 layoffs in Kings County and 113 employees across California, a notice of petition from the State Water Resources Control Board for long term change involving the transfer/exchange of up to 5,616 acre feet of water.**
- ◆ **Upcoming Events: Rebecca Campbell stated that the Public Safety Appreciation luncheon will be held on October 23, 2020.**
- ◆ **Information on Future Agenda Items: Rebecca Campbell stated that the following items would be a future agenda: Administration – Covid-19 update and CSAC Primary and Alternate Director Appointments, Health Department – Agreement with Pacific Union College for nursing students to gain experience in public health, Sheriff ‘s Office– Agreement with Permittium for online concealed carry weapons (CCW) permit application system and Amendment No. 1 to the jail based competency treatment program agreement, Behavioral Health – Agreement with KC Commission on Aging for Senior Access for Engagement Program Services, Human Resources – Job specification for Family Resource Coordinator and Senior Family Resource Coordinator revision.**

**VIII. ADJOURNMENT**

The next regularly scheduled meeting is scheduled for September 29, 2020, at 9:00 a.m.

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

<b>FUTURE MEETINGS AND EVENTS</b>		
September 29	9:00 AM	Regular Meeting
October 6	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 September 29, 2020

**SUBMITTED BY:** Behavioral Health –Lisa Lewis/UnChong Parry

**SUBJECT:** SERVICE AGREEMENT WITH KINGS COUNTY COMMISSION ON AGING  
FOR SENIOR ACCESS FOR ENGAGEMENT PROGRAM SERVICES

**SUMMARY:**

**Overview:**

Kings County Behavioral Health is seeking approval for an agreement with Kings County Commission on Aging (KCCOA) to provide Senior Access for Engagement (SAFE) Program Services for Fiscal Year (FY) 2020-2021.

**Recommendation:**

**Approve an Agreement with the Kings County Commission on Aging to provide Senior Access for Engagement Program Services from July 1, 2020 through June 30, 2021.**

**Fiscal Impact:**

There will be no direct costs or additional cost to the County General Fund. The agreement amount for FY 2020-2021 is \$253,750. Behavioral Health receives funding from the State to fund this program service agreement. The revenue is included in Budget Unit # 422200, titled Mental Health Services Act (MHSA).

**BACKGROUND:**

California voters approved proposition 63 MHSA in 2004 to expand and transform the public mental health system. The MHSA represents a statewide movement to provide a better coordinated and comprehensive system of care for those suffering from severe mental illness (SMI), and to define an approach to the planning and delivery of mental health services that are embedded in the MHSA values of: Wellness, Recovery & Resilience, Cultural Competence, Consumer & Family Driven Services, Integrated Service Experience, and Community Collaboration. The MHSA emphasizes transformation of the mental health system while improving the quality of life for Californians living with a mental illness.

(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**

### **SERVICE AGREEMENT WITH KINGS COUNTY COMMISSION ON AGING FOR SENIOR ACCESS FOR ENGAGEMENT PROGRAM SERVICES**

**September 29, 2020**

**Page 2 of 2**

The MHSA is made up of five components: Community Services & Support, Prevention & Early Intervention (PEI), Innovation, Capital Facilities & Technological Needs, and Workforce Education & Training.

The SAFE Program was developed to provide senior access for engagement to adults and older adults as part of the MHSA-PEI Program within the 2020-2023 MHSA Three Year Program and Expenditure Plan, approved by your Board on June 30, 2020.

SAFE reaches out to unserved/underserved populations to identify early symptoms of mental illness, and provide appropriate services to prevent the development or progression of mental illness. SAFE serves isolated older adults ages 60 and older at risk of or beginning to experience mental health problems such as depression related to aging and isolation. SAFE also serves primary caregivers of older adults with mental illness. Caregivers accessing this service must not be paid for caregiving and must live in a non-licensed setting.

SAFE provides services and referrals to seniors/older adults in the home, at senior centers, nursing homes, assisted living facilities, and other events for older adults. SAFE providers promote psychosocial supports and identify possible signs and symptoms of mental illness, and assist them into the appropriate referral for mental health treatment. Specific SAFE services include depression screening, visitation to older adults in the home or community to provide social support, caregiver support group, linkages to Respite for Caregivers, and referral and linkage to other community-based providers for other needed social services and primary care.

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

**AGREEMENT FOR SERVICES  
BETWEEN THE COUNTY OF KINGS AND KINGS COUNTY COMMISSION ON  
AGING**

THIS AGREEMENT is made and entered into as of the 1st day of July 1, 2020, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Kings County Commission on Aging Council, a California non-profit corporation (hereinafter “Contractor”), (collectively, the “Parties”).

**R E C I T A L S**

WHEREAS, County needs Contractor to provide Senior Access for Engagement (SAFE) outreach and referral services to older adults in accordance with the the Mental Health Services Act (“MHSA”) plan; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

**1. SCOPE OF SERVICES**

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

**2. RESPONSIBILITIES OF CONTRACTOR**

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

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

**3. COMPENSATION**

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

Payment for service provided under this Agreement is limited to the maximum amount

of \$253,750 for FY 20/21.

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

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

#### **4. TERM**

This Agreement shall **commence on July 1, 2020**, and shall **terminate on June 30, 2021** unless otherwise terminated in accordance with its terms. County shall have the option to extend this Agreement for one (1) additional year on the same terms and conditions.

#### **5. RECORDS AND INSPECTIONS.**

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

#### **6. AMENDMENTS**

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

#### **7. TERMINATION**

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

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

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

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

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

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

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

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

## **8. INSURANCE**

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carriers guaranteeing such coverage to County prior to the County's signing of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement. The policy limits set forth, below, are subject to modification on a case-by-case basis upon the written concurrence of the County's Risk Manager.

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

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

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

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

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

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

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

## **9. INDEMNIFICATION**

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

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

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

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

## **10. INDEPENDENT CONTRACTOR**

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

## **11. COMPLIANCE WITH LAW**

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

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

## **12. CONFIDENTIALITY**

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent

unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

**13. CONFLICT OF INTEREST**

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

**14. NONDISCRIMINATION**

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

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

**15. SUBCONTRACTORS**

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

**16. ASSIGNMENT**

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

**17. UNFORESEEN CIRCUMSTANCES**

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



**18. OWNERSHIP OF DOCUMENTS**

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

**19. NOTICE**

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

**COUNTY:**

Behavioral Health  
County of Kings  
1400 W. Lacey Blvd.  
Hanford, CA 93230

**CONTRACTOR:**

Kings County Commission on Aging Council  
10953 14<sup>th</sup> Ave  
Armona, CA 93202

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

**20. CHOICE OF LAW**

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

**21. SEVERABILITY**

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

**22. SURVIVAL**

The following sections shall survive the termination of this Agreement: Section 5

Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law and Section 12 Confidentiality.

**23. NO THIRD PARTY BENEFICIARIES.**

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

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

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

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

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

**25. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS**

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

**26. AUTHORITY**

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

**26. COUNTERPARTS AND ELECTRONIC SIGNATURES**

The Parties may execute this Agreement one or more counterparts. All counterparts shall be construed together and shall constitute one agreement. The Parties agree that the electronic signatures by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement.

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

**County of Kings**

**Contractor**

By: \_\_\_\_\_  
Doug Verboon, Chairman

\_\_\_\_\_  
Bobbie Wartson, Executive Director

ATTEST:

\_\_\_\_\_  
Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

\_\_\_\_\_  
Sande Huddleston

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

By: \_\_\_\_\_  
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Budget

**Exhibit C:** Kings County ADA Grievances Procedures

**Exhibit D:** Assurances and Certifications

**Exhibit E:** BAA/HIPAA

**KINGS COUNTY BEHAVIORAL HEALTH**  
Mental Health Services Act (MHSA) Program

**EXHIBIT A**

**KINGS COUNTY COMMISSION ON AGING**  
**SENIOR ACCESS FOR ENGAGEMENT (SAFE) OUTREACH & REFERRAL SERVICES**

SCOPE OF WORK

July 1, 2020 – June 30, 2021

CONTRACTOR shall provide SAFE program services for the older adult population in the locations of the Kings County Commission on Aging Office and outlying regions of the county as determined by Behavioral Health Department and agreed upon by both parties through the following activities, individual sessions, and coordination of groups and events:

- a. CONTRACTOR shall develop and implement all case management protocols and procedures (including written consent/release of information) necessary to implement the requirements of the MHSA SAFE Program.
- b. CONTRACTOR shall promote active involvement within the older adult population by providing Outreach and Engagement services that meet their specific needs and provide documentation of reaching a minimum of 200 unduplicated participants. Services shall include:
  1. CONTRACTOR shall provide outreach and engagement services including but not limited to nutritional services that include psycho-education classes, visitation, referrals, outreach material distribution, support groups or visiting circles. Topics to be covered include information about caregiver support, depression, and self-care.
  2. CONTRACTOR shall intervene and assess the immediate needs of Older Adults thought to be suffering from serious mental illness; linking them and their families to program services. Individuals thought to be suffering from mental illness shall be referred to Kings County Behavioral Health.
  3. CONTRACTOR shall develop family, caregiver and community outreach with healthy And non-isolative activities that are conducive to healing, understanding grief and loss, behavior modification, individual empowerment, consumer, family member, and caregiver's wellness.
  4. CONTRACTOR shall utilize programs such as Meals on Wheels and Kings County Gleaners to access and make contact with isolated seniors at their homes.

5. CONTRACTOR shall provide access and assistance to Older Adults isolated at their homes for transportation to medical appointments.
- c. CONTRACTOR shall coordinate with County agencies and community partners to establish and maintain services which will ensure a seamless continuity of treatment services, monitoring and reporting.
  - d. CONTRACTOR shall implement and utilize the Q/A process of the PHQ-9 Depression Scale to assess individuals for hopelessness and depression. Individuals thought to be suffering from mental illness shall be referred to Kings County Behavioral Health. Referral services shall include engaging Behavioral Health for an assessment, intervention, or on-going counseling. Referrals may also include the assignment of a Recovery Support Coordinator from Behavioral Health to assist in a wellness plan with a consumer.
  - e. CONTRACTOR shall track all contacts, outreach, cases opened and closed, demographics of individuals served, and activities associated with the funding from Behavioral Health to implement the SAFE Program.
  - f. CONTRACTOR shall develop, encourage, coordinate, participate, and/or lead outcome activities that relate specifically to change in attitudes, perceptions, and level of risk in senior citizens who receive services.
  - g. CONTRACTOR shall document and report all participant demographical information including age, gender, race, primary language, veteran status, sexual orientation, and any disabilities, by utilizing/completing the Demographics Survey provided by Behavioral Health. Additionally, note if existing or new participant, etc. and report on a quarter basis to Behavioral Health.
  - h. CONTRACTOR shall fully cooperate with all required reporting requested. The CONTRACTOR shall provide the County and State with such information and reports as they shall require, including the information necessary to prepare the following if needed, and/or requested:
    1. Monthly, quarterly and annual monitoring program reports.
    2. Fiscal reports required by County and State.
    3. Monthly Invoices for expenditures incurred with activity report for the program.
    4. Other data or cost reports as requested by County.
    5. Participate in quarterly and/or semi annual Quality Assurance Improvement site visits to be conducted by KCBH for the purpose of contractual fidelity.
    6. Shall respond and provide fiscal and programmatic data requests to the Department of Health Care Services (DHCS) upon request.

## Kings County Commission on Aging

### EXHIBIT-B BUDGET

FY 20/21

Income	BH - SAFE	Totals
Kings County Mental Health	\$253,750	\$253,750
<b>Total Income</b>	<b>\$253,750</b>	<b>\$253,750</b>
<b>Personnel</b>		
Director		
Administrative Assistant		
Program Clerk		
Community Service Social Worker		
Gleaners Program Aide		
<b>Total Salary</b>		<b>\$158,000.00</b>
<b>Tax/Fringe Benefits</b>		
Payroll Taxes/Fringe Benefits		<b>\$30,000.00</b>
<b>Total Personnel Costs</b>		<b>\$188,000.00</b>
Staff Travel/Training		\$1,500
<b>Other Costs</b>		
Advertising		\$400
Car Expenses		\$3,900
Communication		\$3,500
Insurance		\$2,500
Maintenance/Repairs		\$600
Membership/Subscriptions		\$350
Postage/Delivery		\$250
Printing		\$800
Armona Lease		\$40,000
Professional Services/Legal Services		\$6,300
Utilities		\$2,100
Supplies		\$3,100
Vol. Personnel Expenses		\$200
Volunteer Travel		\$100
Vol. Recognition		\$150
<b>Total Other Costs</b>	<b>\$0</b>	<b>\$65,750</b>
<b>Total Expenses</b>	<b>\$0</b>	<b>\$253,750</b>
<b>Total Income</b>	<b>\$253,750</b>	<b>\$253,750</b>

## Appendix E.

## Kings County ADA Grievance Procedure

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

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

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

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

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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



## ASSURANCES AND CERTIFICATIONS

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

A. Contractor certifies and agrees that:

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

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

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, *et seq.* of the California Government Code, or Title 9, Section 10800, *et seq.* of the California Code of Regulations may individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.

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

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

#### Drug-Free Workplace Government Code Section 8355

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;

- b. The person or organization's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs;
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. [Chapter 5.5 Section 8350 to Division 1 of Title 2 of the Government Code.]

BY: \_\_\_\_\_

## HIPAA Business Associate Exhibit

### I. Recitals.

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

B. Kings County (“County”) wishes to, or may, disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

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

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

E. As set forth in this Agreement, Contractor **Kings County Commission on Aging** is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

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

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

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

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

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

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

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

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

2) **Provision of Assertive Community Treatment Team ("ACT") Program Services.** Use and disclose PHI to provide ACT program services to County. ACT program services means the provision of services to adults and their natural supports as further defined in the Scope of Work, which is attached as Exhibit A to the Agreement who are consumers serviced through Business Associate.

## III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

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

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

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

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

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

i. What data elements were involved and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

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

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

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

County Administrative Office  
County of Kings  
1400 W. Lacey Blvd.  
Hanford, CA 93230

and

Kings County Behavioral Health  
460 Kings County Drive, No. 101  
Hanford, CA 93230

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

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

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

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

#### **IV. Obligations of County.**

County agrees to:

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

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

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

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

**V. Audits, Inspection and Enforcement.**

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

A. Failure to detect or

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

**VI. Termination.**

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

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

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

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

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

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business



Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

## **VII. Miscellaneous Provisions.**

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

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

- 1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or
- 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

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

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

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

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

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

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

**Attachment 1**  
Business Associate Data Security Standards

**I. General Security Controls.**

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

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

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

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

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

F. ***Removable Media Devices.*** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

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

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines

installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

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

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

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

## II. **System Security Controls.**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 5 minutes of inactivity.

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

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

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

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

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

**III. Audit Controls.**

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

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

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

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

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

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

**V. Paper Document Controls.**

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

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

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

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

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

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 29, 2020

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

**SUBJECT:** AGREEMENT WITH PERMITIUM, LLC. FOR AN ONLINE PERMIT SYSTEM

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office requests the Chairman of the Board of Supervisors to sign an agreement with Permitium, LLC. for online concealed carry weapons (CCW) permit application system.

**Recommendation:**

Approve an agreement with Permitium LLC. for an online concealed carry weapons permit application system.

**Fiscal Impact:**

There is no fiscal impact to the Sheriff's Office for the Permitium service. The Sheriff continues to collect the entire established permit fee. Permitium collects a \$4 convenience fee for each CCW application plus an additional fee for payments by credit card in the amount of \$.30 per transaction plus an additional 2.9% of the total transaction.

**BACKGROUND:**

In 2016, your Board approved the original agreement with Permitium, LLC. Permitium, LLC. develops, hosts, and maintains PermitDirector, an online concealed carry weapons permit application, payment and processing system. At no charge to the Sheriff, Permitium configures PermitDirector to meet the Sheriff's unique requirements, hosts the solution, and provides training and ongoing support. The agreement with Permitium helps streamline the CCW application process and reduces the amount of manpower by Sheriff's Office personnel needed to process the applications. The new agreement is effective June 30, 2020 through June 29, 2021.

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.

**USER LICENSE AGREEMENT BETWEEN THE COUNTY OF KINGS AND  
PERMITIUM, LLC FOR ONLINE WEAPONS PERMIT APPLICATIONS**

This user license agreement for an online weapons permit application (the "User License Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, by and between the County of Kings, a political subdivision of the State of California (the "CLIENT"), and Permitium, LLC ("Permitium"), a corporation in good standing authorized to do business in the State of California and formed under the laws of the State of North Carolina, with its principal place of business at 10617 Southern Loop Blvd. Pineville, NC 28134.

For and in consideration of the mutual promises set forth in the User License Agreement, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

1. **Basic Obligations of Permitium.** Permitium hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this User License Agreement as requested in writing by the CLIENT.
2. **Term.** Contract will be effective from 6/30/2020 through 6/29/2021. This Agreement shall be automatically renewed for successive one (1) year terms unless either Party provides the other Party with sixty (60) days prior written notice.
3. **Fee Collection and Payment.** Permitium will collect online payments and agrees to deliver the CLIENT a monthly statement by the 25<sup>th</sup> of each month which will be itemized for every transaction submitted the previous month along with a check or ACH for the total amount collected less credit card fees listed on Exhibit 1.
  - 3.1 Permitium and CLIENT understand and agree that the fees, costs, and charges collected under this Agreement must comply with the provisions of Section 26190 of the Penal Code.
4. **Termination for Cause.** At any time, the CLIENT may terminate this User License Agreement immediately and without prior notice if Permitium is unable to meet goals and timetables or if the CLIENT is dissatisfied with the quality of services provided.
5. **Insurance.** Permitium agrees to maintain a minimum of \$6,000,000 in general liability and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this User License Agreement. Certificates of such insurance shall be furnished by the Permitium to the CLIENT and shall contain the provision that the CLIENT is given ten (10) days' written notice of any intent to cancel or terminate by either the Permitium or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this User License Agreement. All Permitium liabilities as defined within this User License Agreement will be capped at the greater of the compensation received by



Permitium, or the \$6,000,000 limit of general liability policy.

6. **Taxes.** Permitium shall pay all federal, state and FICA taxes for its employees participating in the provision of services under this User License Agreement and for any sales to third parties as provided hereunder as applicable.
7. **Monitoring and Auditing.** Permitium shall cooperate with the CLIENT, or with any other person or agency as designated by the CLIENT, in their efforts to monitor, audit, or investigate activities related to this User License Agreement. Permitium shall provide any auditors retained by the CLIENT with access to any records and files related to the provision of services under this User License Agreement upon reasonable notice. The CLIENT agrees that its auditors will maintain the confidentiality of any trade secrets of Permitium that may be accessed during an audit conducted under this User License Agreement.
8. **Confidentiality Information.** Permitium agrees that all records, data, personnel records, and/or other confidential information that come within Permitium's possession in the course of providing services to the CLIENT under this User License Agreement (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the CLIENT. All data and/or records provided by the CLIENT to Permitium shall be presumed to be Confidential Information subject to the terms of this section unless the CLIENT specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

Permitium agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating CLIENT's use of Permitium's products and services. Except as essential to Permitium's obligations to CLIENT, Permitium shall not copy any of the Confidential Information, nor shall Permitium remove any Confidential Information or proprietary property or documents from CLIENT premises without written authorization of the CLIENT. Permitium acknowledges its understanding that any unauthorized disclosure of Confidential Information may result in penalties and other damages.

9. **Security.** Permitium represents and warrants that all documents and information provided to Permitium by or behalf of the CLIENT, including but not limited to Confidential Records, shall be stored and maintained by Permitium with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of records being stored and maintained. Permitium further represents and warrants that any online access to the CLIENT's records authorized persons pursuant to this User License Agreement shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of records being stored and maintained, and that no person shall be permitted to obtain unauthorized access to any of the CLIENT's records. Without

limiting the foregoing, Permitium specifically warrants that:

- 9.1. All servers, computers, and computer equipment used to provide services pursuant to this User License Agreement shall be maintained in good working order in compliance with generally accepted industry standards in light of the confidential nature of the documents in question and shall be located in a safe, controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar occurrences;
  - 9.2. Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;
  - 9.3. All websites, FTPs, and any other online electronic system used to provide services pursuant to this User License Agreement shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Permitium assigned to the project and any individuals identified in writing by the CLIENT or CLIENT's Designee as authorized to obtain access.
  - 9.4. Permitium have technical controls in place that ensure the security, availability and confidentiality of CLIENT data.
  - 9.5. All information provided to Permitium pursuant to this User License Agreement shall be encrypted while in transit over an open network.
- 10. Standard of Care.** Notwithstanding anything in this User License Agreement to the contrary, Permitium represents and warrants that the services provided by Permitium shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of services and records governed by this User License Agreement.
- 11. Indemnification.** Permitium shall indemnify the CLIENT, its agents, and employees, from and against all damages directly arising out of Permitium's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination. Notwithstanding the foregoing, Permitium's maximum indemnification will be limited to the amount of insurance set forth in Section 5, above.

CLIENT shall indemnify Permitium, its agents, and employees from and against all

damages directly arising out of CLIENT's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination. Notwithstanding the foregoing, CLIENT's maximum indemnification will be limited to the amount of insurance to be maintained by Permitium as set forth in Section 5, above.

- 12. Relationship of Parties.** Permitium shall be an independent User License Agreement of the CLIENT, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Permitium be construed as an employee, agent or principal of the CLIENT.
- 13. Compliance with Applicable Laws.** Permitium shall comply with all applicable laws and regulations in providing services under this User License Agreement. Without limiting the foregoing, Permitium specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act and that it will collect properly verified I-9 forms from each employee providing services under this User License Agreement. Permitium shall not employ any individuals to provide services to the CLIENT who are not authorized by federal law to work in the United States.
- 14. Applicable CLIENT Policies.** Permitium specifically acknowledges that it will comply with all applicable CLIENT policies, all of which are publicly available on the CLIENT's website.
- 15. Assignment.** Permitium agrees to notify the Client in the event the Contract is assigned to a 3rd party within 5 business days of the assignment.
- 16. User License Agreement Modifications.** This User License Agreement may be amended only by written amendments duly executed by and between the CLIENT and Permitium.
- 17. California Law.** California law will govern the interpretation and construction of the User License Agreement. Any litigation arising out of this User License Agreement shall be filed, if at all, in a court or administrative tribunal located in the State of California.
- 18. Entire Agreement.** This User License Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this User License Agreement and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this User License Agreement.
- 19. Severability.** If any provision of this User License Agreement shall be declared invalid or unenforceable, the remainder of the User License Agreement shall continue in full force and effect.
- 20. Notices.** Any notice or other communication provided for herein as given to a party

hereto shall be in writing, shall refer to this Agreement by parties and date, and shall be delivered by registered mail, return receipt required, postage prepaid to the person listed below or his successor.

If to: Permittium  
Permittium, LLC  
10617 Southern Loop Blvd.  
Pineville, NC 28134  
Attn: Matt Solomon

If to CLIENT:  
Kings County Sheriff's Office  
David Robinson  
1444 West Lacey Boulevard  
Hanford, CA 93230

**21. Authority of Signatories.** The persons executing this User License Agreement hereby represent and warrant that they have full authority and representative capacity to execute the User License Agreement in the capacities indicated below and this User License Agreement constitutes the binding obligation of the parties on whose behalf they signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

**County of Kings**

**PERMITIUM, LLC**

\_\_\_\_\_  
Doug Verboon, Chairman  
Kings County Board of Supervisors

  
\_\_\_\_\_  
Matt Solomon  
Managing Director

ATTEST:

\_\_\_\_\_  
Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

\_\_\_\_\_  
Sande Huddleston, Risk Manager

By: \_\_\_\_\_  
Carrie Woolley, Assistant County Counsel

## STATEMENT OF WORK – EXHIBIT 1

### Implementation Plan

- Configure the initial instance of the new **Permitium** solution based on the Client's current pistol permit process and **Permitium's** demonstration site
- Refine the new **Permitium** solution through an iterative process based on input received from the Client during the testing phase
- Test the **Permitium** solution, revise as needed, and prepare it for production
- Provide training for the Client as needed
- Provide ongoing support, hosting, and management of the **Permitium** Solution

### Implementation Team

<b>Permitium</b>	Support Team		855-712-PERM	<a href="mailto:support@permitium.com">support@permitium.com</a>
<b>Client</b>	Executive Sponsor			
	Project Manager			

### Data and Security

All data collected in the Client's instance of **PermitDirector** is the property of the Client.

**Permitium** does not own and will not distribute data without the written consent of the Client.

All passwords placed within the system are encrypted and not accessible by the **Permitium** staff.

### Cost of Service

Cost for **PermitDirector** software, implementation services or support – Permitium will charge

\$4.00 passed on as a convenience fee back to the applicant for each application submitted.

Concealed Weapon Applications

Other Fingerprint Applications

Credit card company fees are passed through to the applicant by **Permitium** based on our contract rate. The current rate is \$.30 per transaction plus 2.9% of the total transaction. Cash transactions can be paid at no additional cost at counter.

If Client elects to offer some or all services for free, transaction convenience fees still apply.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 29, 2020

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

**SUBJECT:** AMENDMENT NO. 1 TO THE JAIL BASED COMPETENCY TREATMENT PROGRAM AGREEMENT

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office requests authorization for Sheriff David Robinson to sign Amendment No. 1 to the Jail Based Competency Treatment Program agreement.

**Recommendation:**

**Authorize Sheriff David Robinson to sign Amendment No. 1 to the Jail Based Competency Treatment Program agreement.**

**Fiscal Impact:**

There is no impact to the General Fund. Under this agreement the Department of State Hospitals (DSH) agrees to reimburse the County's cost to provide restoration of mental competency services to Kings County inmates for a maximum amount not to exceed \$2,312,612 over the three year contract term. The original agreement negotiated a one-time program implementation cost of \$67,511 to be paid for by DSH. The amendment changes the one-time program implementation cost to \$77,511. The existing contract amount is not changing, the allocation of the initial budget is the item that will increase by \$10,000.

**BACKGROUND:**

On, November 18, 2019, your Board approved the agreement with the California Department of State Hospitals for the Jail Based Competency Treatment Program. The DSH is responsible for returning to competency individuals charged with a felony who have been found mentally incompetent to stand trial (IST). IST defendants are committed to a state hospital for care and treatment to restore competency to stand trial. For the last decade, there has been a high demand and a limited number of state hospital beds for treatment of IST

(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 NO. 1 TO THE JAIL BASED COMPETENCY TREATMENT PROGRAM AGREEMENT**

**September 29, 2020**

**Page 2 of 2**

defendants. This has resulted in many defendants waiting in the County jail for months until a bed is available. This wait creates an extended period of incarceration for the defendants, delays in receiving treatment, and excessive delays in the adjudication of their criminal charges.

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

Amendment No. 1 changes the initial one-time program implementation cost of \$67,511 to \$77,511 to be paid for by DSH for additional start up costs. The total contract amount is not changing, only the allocation of funds from one category for start up costs.

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

The original agreement is on file with the Clerk of the Board.



**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

19-79009-000

AMENDMENT NUMBER

A01

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

County of Kings

2. The term of this Agreement is:

START DATE

December 1, 2019

THROUGH END DATE

November 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$2,312,612.00

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

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

A. Exhibit A, Scope of Work, 4. Project Representatives, Kings County contact information is revised as follows:

Contract Manager: Domingo Cruz, Administrative Analyst, (559) 852-2515, domingo.cruz@co.kings.ca.us

Sheriff Contact: Dave Putnam, Assistant Sheriff, (559) 852-2799, dave.putnam@co.kings.ca.us

Jail Medical Contact: Juan Ruiz, Sr. Detention Deputy, (559) 852-4538, juan.ruiz@co.kings.ca.us

B. Exhibit B, Budget Detail and Payment Provisions is revised as follows:

1. Invoicing and Payment, C. Initial program implementation costs are increased from \$67,511.00 to \$77,511.00.

5. Budget Detail, B. Initial program implementation costs are increased from \$67,511.00 to \$77,511.00.

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

County of Kings

CONTRACTOR BUSINESS ADDRESS

1400 W. Lacey Blvd.

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

David Robinson

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER

19-79009-000

AMENDMENT NUMBER

A01

Purchasing Authority Number

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1600 9th Street, Room 101

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Paul Bernal

TITLE

Manager, PCSS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 29, 2020

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** AMENDMENT TO THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE SUPPLY AND CONVEYANCE OF WATER UNDER THE DRY YEAR WATER PURCHASE PROGRAM

**SUMMARY:**

**Overview:**

On December 21, 2007 the County of Kings entered into an agreement with the California Department of Water Resources (DWR) for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California. This proposal requests an amendment to the original agreement

**Recommendation:**

**Authorize the County Administrative Officer to sign the sixth Amendment to the Agreement with the California Department of Water Resources for the supply and conveyance of water under the dry year water purchase program.**

**Fiscal Impact:**

No fiscal impact to the County.

**BACKGROUND:**

The San Luis & Delta-Mendota Water Authority entered into agreements with DWR for the purchase and delivery of the water made available under the Yuba Water Purchase Agreement (cumulatively referred to as the  
**(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 THE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR THE SUPPLY AND CONVEYANCE OF WATER UNDER THE DRY YEAR WATER PURCHASE PROGRAM**

**September 29, 2020**

**Page 2 of 2**

Participation Agreements). In 2014, two additional Participating Contractors entered into Participation Agreements. The Participating SWP Contractors and the AUTHORITY are jointly referred to as “Participating Contractors”. The Parties amended the Agreement in 2009 (Amendment No. 1 and Amendment No. 2), 2010 (Amendment No. 3), 2012 (Amendment No. 4), and December 2014 (Amendment No. 5).

The term of the Yuba Water Purchase Agreement is through December 31, 2025, or when all obligations thereunder have been satisfied, whichever is later, unless it is terminated earlier. Under Section 26 of the Yuba Water Purchase Agreement, the current pricing structure for water made available expires on September 30, 2020. In accordance with Section 15 of the Yuba Water Purchase Agreement, DWR and Yuba, in coordination with representatives of the Participating Contractors, negotiated a new pricing structure that establishes new pricing for the period from October 1, 2020 through September 30, 2025 that was incorporated into the Yuba Water Purchase Agreement by the seventh amendment to that agreement. In light of the new pricing agreement reflected in the seventh amendment to the Yuba Water Purchase Agreement, the parties to the Participation Agreements desire to amend their respective Participation Agreements to conform with changes made by that amendment. This sixth amendment to the Participation Agreement shall be referred to in this Amendment as “Amendment 6”.

**STATE OF CALIFORNIA**  
**THE RESOURCES AGENCY**  
**DEPARTMENT OF WATER RESOURCES**  
**AND**  
**COUNTY OF KINGS**  
**AMENDMENT 6 TO THE**  
**AGREEMENT FOR THE SUPPLY AND CONVEYANCE OF WATER**  
**BY THE DEPARTMENT OF WATER RESOURCES**  
**OF THE STATE OF CALIFORNIA**  
**TO THE PARTICIPATING STATE WATER PROJECT CONTRACTORS**  
**UNDER**  
**THE DRY YEAR WATER PURCHASE PROGRAM**  
**SWPAO NO. 20-810**

THIS AMENDMENT 6 (Amendment) to the December 21, 2007 “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program” (Participation Agreement, or Agreement) is entered into as of [DATE entered by DocuSign] pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the Department of Water Resources of the State of California, herein referred to as “DWR,” and the County of Kings, a public agency in the State of California, herein referred to as the “AGENCY.” DWR and the AGENCY are herein referred to separately as the “Party” and collectively as the “Parties.” Unless otherwise provided in this Amendment, the definitions in the Agreement, the Yuba Water Purchase Agreement, and the exhibits to that agreement shall apply to this Amendment.

## RECITALS

- A. Under the December 4, 2007 “Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources” (Yuba Water Purchase Agreement), Yuba County Water Agency (Yuba) makes surface water available for delivery and purchase by DWR, some of which is made available through substitution of groundwater for surface flows that would otherwise be used by a number of water districts within Yuba County (Member Units).
- B. In 2007 and 2008, 21 State Water Project (SWP) Contractors and the San Luis & Delta-Mendota Water Authority (“AUTHORITY”) entered into agreements with DWR for the purchase and delivery of the water made available under the Yuba Water Purchase Agreement (cumulatively referred to as the Participation Agreements). In 2014, two additional Participating Contractors entered into Participation Agreements. The Participating SWP Contractors and the AUTHORITY are jointly referred to as “Participating Contractors”.
- C. The Parties amended the Agreement in 2009 (Amendment No. 1 and Amendment No. 2), 2010 (Amendment No. 3), 2012 (Amendment No. 4), and December 2014 (Amendment No. 5).
- D. The term of the Yuba Water Purchase Agreement is through December 31, 2025, or when all obligations thereunder have been satisfied, whichever is later, unless it is terminated earlier.
- E. Under Section 26 of the Yuba Water Purchase Agreement, the current pricing structure for water made available expires on September 30, 2020.
- F. In accordance with Section 15 of the Yuba Water Purchase Agreement, DWR and Yuba, in coordination with representatives of the Participating Contractors, negotiated a new pricing structure that establishes new pricing for the period from October 1, 2020 through September 30, 2025 that was incorporated into the Yuba Water Purchase Agreement by the seventh amendment to that agreement.
- G. In light of the new pricing agreement reflected in the seventh amendment to the Yuba Water Purchase Agreement, the parties to the Participation Agreements desire to amend their respective Participation Agreements to conform with changes made by that amendment. This sixth amendment to the Participation Agreement shall be referred to in this Amendment as “Amendment 6”.

**AMENDMENT 6 to the Participation Agreement**

**Now Therefore**, the Parties hereby amend the Participation Agreement as follows:

**1. EFFECTIVE DATE OF AMENDMENT**

Amendment 6 to the Participation Agreement shall take effect when all of the following have occurred: (i) execution by the Parties; (ii) execution of the same or substantively similar amendments by DWR and all other Participating Contractors that elect to participate beyond December 31, 2020; and (iii) execution of the seventh amendment to the Yuba Water Purchase Agreement by DWR and Yuba.

**2. SECTION 2.B, “TERM OF THE AGREEMENT”, is amended to read as follows:**

“B. Notwithstanding Subparagraph A, the Parties may terminate the Participation Agreement on December 31, 2025, if they fail to amend the Participation Agreement pursuant to Section 3.B.5 and as necessary to address amendments made to the Yuba Water Purchase Agreement regarding the quantity and pricing of Water to be made available by Yuba after September 30, 2025 pursuant to Section 15 of the Yuba Water Purchase Agreement.

**3. CHANGES TO SECTION 3, “PURCHASED WATER”**

**a. Section 3.B, “TYPES AND PRICES OF PURCHASED WATER”, is amended to read as follows:**

The AGENCY shall pay for Delivered Transfer Water made available to and accepted by the Agency under section 3.A above in accordance with the following sections, provided that, the first increment of Delivered Transfer Water provided on or after October 1, 2020, will be paid for according to the pricing schedule listed in Amendment 5 of this Agreement (which is \$50 in a Wet Water Year, \$100 in an Above-Normal Water Year, \$150 in a Below-Normal Water Year, \$200 in a Dry Water Year, \$300 in a Critical Water Year and \$350 in a Consecutive Dry Water Year), which payment will be applied as a credit against the remaining balance of the advance deposit of \$20 million (provided for in Amendment 5), until full crediting of the \$20 million advance deposit, at which time the pricing under this Amendment will be used.

**b. Section 3.B.1.a, “COMPONENT 1 WATER”, is amended to read as follows:**

- “a. For Component 1 Water that is accounted for as Purchased Water and made available to the AGENCY, the AGENCY will pay:
- i. \$64 per acre-foot in a Wet Year;
  - ii. \$128 per acre-foot in an Above Normal Year;
  - iii. \$191 per acre-foot in a Below Normal Year;
  - iv. \$255 per acre-foot in a Dry Year, except as provided in subsection vi;
  - v. \$383 per acre-foot in a Critical Year, except as provided in subsection vi;
  - vi. \$447 per acre-foot in two or more consecutive Final Classification Dry Years (or a Dry Year following a Critical Year) or in two or more consecutive Final Classification Critical Years (or a Critical Year following a Dry Year).
  - vii. Notwithstanding subsections i-vi, in any year in which Yuba’s Third-Party Transfer of up to 10,000 acre-feet of Storage Component water under Section 11 of the Yuba Water Purchase Agreement reduces the quantity of Component 2 Water available to the AGENCY, the price for Component 1 Water will reflect the reductions specified in Section 11.F.2 of such agreement.”

**c. Section 3.B.2, “COMPONENT 2 WATER”, is amended to read as follows:**

“For Component 2 Water that is accounted for as Purchased Water and made available to the AGENCY, the AGENCY will pay 80 percent of the amounts in Section 3.B.1, as amended.”

**d. Section 3.B.3, “COMPONENT 3 WATER”, is amended to read as follows:**

“For Component 3 Water that is accounted for as Purchased Water and made available to the AGENCY, the AGENCY will pay:

- a. \$64 per acre-foot in a Wet Year;
- b. \$128 per acre-foot in an Above Normal Year;
- c. \$191 per acre-foot in a Below Normal Year;
- d. \$255 per acre-foot in a Dry Year, except as provided in subsection f;
- e. \$383 per acre-foot in a Critical Year, except as provided in subsection f;
- f. \$447 per acre-foot in two or more consecutive Final Classification Dry Years (or a Dry Year following a Critical Year) or in two or more consecutive Final Classification Critical Years (or a Critical Year following a Dry Year).”

**e. Section 3 is amended to add Section 3.B.5, “Price for Fall Delivered Water:**

“Component 1, 2, 3, and 4 Water that is accounted as delivered in the months of October and November will be priced using the determination of Water Year that was in effect prior to September 30<sup>th</sup> of that year.”



**4. NO OTHER CHANGES**

All remaining provisions of the Agreement that are not changed by this Amendment will remain in full force and effect. Nothing in this Amendment affects the payment provisions of the Agreement through September 30, 2020.

**5. COUNTERPARTS OF THE AGREEMENT**

This Amendment may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to one and the same instrument. This Amendment, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.

**IN WITNESS WHEREOF**, the Parties hereto, by their authorized representatives,  
have executed this Amendment on the last date set forth below.

Approved as to legal form  
and sufficiency:

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

\_\_\_\_\_  
Spencer Kenner  
Chief Counsel

\_\_\_\_\_  
Ted Craddock  
Deputy Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to legal form  
and sufficiency:

COUNTY OF KINGS

\_\_\_\_\_  
Name  
Counsel

\_\_\_\_\_  
Rebecca Campbell  
County Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 29, 2020

**SUBMITTED BY:** County Counsel – Lee Burdick/Carrie Woolley

**SUBJECT:** LETTER IN SUPPORT OF THE EMERGENCY WILDFIRE AND PUBLIC SAFETY ACT OF 2020 – S. 4431

**SUMMARY:**

**Overview:**

The bipartisan Emergency Wildfire and Public Safety Act seeks to help communities better prepare for and respond to wildfires by providing federal agencies with resources to mitigate this risk.

**Recommendation:**

Authorize the Chairman to sign a letter in support of The Emergency Wildfire and Public Safety Act.

**Fiscal Impact:**

None with this letter.

**BACKGROUND:**

The Emergency Wildfire and Public Safety Act (S. 4431) is a bipartisan bill introduced by Senator Diane Feinstein (D-California) and Senator Steve Daines (R-Montana). This bill would provide federal agencies with critical new tools to reduce hazardous fuels, protect communities, and support forestry jobs, biomass development, and smarter energy practices. This bill would address four areas: 1) reducing wildfire risk in federal forests; 2) getting the private sector more involved in addressing dead and dying trees; 3) improving best practices for addressing wildfires; and 4) creating more resilient communities and energy grids.

**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.



JOE NEVES – DISTRICT 1  
LEMOORE & STRATFORD

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

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

CRAIG PEDERSEN – DISTRICT 4  
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5  
HANFORD & BURRIS PARK

# COUNTY OF KINGS BOARD OF SUPERVISORS

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

September 29, 2020

The Honorable Lisa Murkowski  
Chairman  
Energy and Natural Resources Committee  
522 Hart Senate Office Building  
Washington, D.C. 20510

The Honorable Joe Manchin  
Ranking Member  
Energy and Natural Resources Committee  
511 Hart Senate Office Building  
Washington, D.C. 20510

Dear Chairman Murkowski and Ranking Member Manchin,

The Kings County Board of Supervisors write to express our support for S. 4431, the bipartisan “Emergency Wildfire and Public Safety Act of 2020” as introduced by Senators Dianne Feinstein and Steve Daines, and urge you to pass this bill as swiftly as possible.

Like other California counties, Kings County is experiencing and being affected by the negative impacts of increasingly devastating wildfire activity throughout California. Just this year, wildfires have consumed over 3.2 million acres in California and, since August, have destroyed more than 4,200 structures and killed approximately 25 people. The impacts have been exacerbated by our firefighters’ inability to rely on a predictable wildfire season but, rather, having to prepare for and fight wildfires throughout the state year round.

S. 4431 is a bipartisan wildfire safety bill that was developed to help reduce wildfire risk factors in communities throughout the country, improve best practices for fighting fires, encourage private sector involvement in addressing hazardous situations caused by dead and dying trees, and improve the resilience of homes and critical facilities, such as hospitals and police stations, to the effects of wildfires. These efforts are needed to help communities like Kings County bear the burden of and recover from the damage from wildfires in their jurisdictions.

For these reasons, the Kings County Board of Supervisors strongly endorses S. 4431, and supports its swift passage by Congress.

Sincerely,

Doug Verboon, Chairman

cc: The Honorable Dianne Feinstein  
United States Senate  
Washington, DC 20515



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 29, 2020

**SUBMITTED BY:** Fire Department – William Lynch

**SUBJECT:** EXTRA HELP ADVANCE STEP HIRE

**SUMMARY:**

**Overview:**

The Kings County Fire Department is requesting approval to hire Steve Alonzo as an extra-help Assistant Fire Chief at Step 5, which requires Board approval under Personnel Rule 13051. Currently the Fire Department is undergoing administration changes, including the assistance of an extra-help County Fire Chief. County Administration and Human Resources support the request.

**Recommendation:**

**Authorize the advance step hire of Steve Alonzo as an extra-help Assistant Fire Chief at Salary Range 260.0, Step 5.**

**Fiscal Impact:**

The salary will be funded from savings within the Fire Department's Fiscal Year 2020-2021 Budget, in Budget Unit 241000, for the position. Due to this position being an extra-help appointment, there is salary savings with no benefits being paid to the incumbent.

**BACKGROUND:**

Steve Alonzo started as an Engineer Reserve with the Kings County Fire Department in January 1991. He became a full-time Engineer I in July 1991 and promoted to Engineer II in January 1992. In April 2000, he promoted to Fire Captain. In July 2013, he promoted to Battalion Chief in charge of the Training Division. He has over 28 years of fire experience and has extensive knowledge related to the operations and administration of the Kings County Fire Department. His education and certification include as Associates of Science degree in Fire Science and State Certifications in both Fire Company Officer and Chief Fire Officer Credentials.

(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**

### **EXTRA HELP ADVANCE STEP HIRE**

**September 29, 2020**

**Page 2 of 2**

Due to the very active fire season all over the State, and the unexpected organizational changes in the Fire Department's Administration, there is a gap in the Administration that is requested to be prioritized. Mr. Alonzo's experience will be a tremendous asset for the daily operations and the transition period in the department. County Administration and Human Resources support the request for the advance step hire of Steve Alonzo as an extra-help Assistant Fire Chief.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 29, 2020

**SUBMITTED BY:** Human Resources – Henie Ring/Melissa Avalos

**SUBJECT:** JOB SPECIFICATION FOR FAMILY RESOURCE COORDINATOR AND  
SENIOR FAMILY RESOURCE COORDINATOR REVISION

**SUMMARY:**

**Overview:**

The Public Health Department requested that Human Resources update the Family Resource Coordinator in preparation of the new classification for the Senior Family Resource Coordinator. The Family Resource Coordinator and Senior Family Resource Coordinator positions are only utilized in the Public Health Department.

**Recommendation:**

- a. Approve the revised job specification for Family Resource Coordinator with no change in salary; and
- b. Approve the new job specification for Senior Family Resource Coordinator and set the salary at range 183.0 (\$3,713 - \$4,531).

**Fiscal Impact:**

There is no fiscal impact from the proposed job specification changes. No fiscal impacts result for setting the salary of the new job specification. The cost for this fiscal year was included in the Public Health's Fiscal Year (FY) 2019-2020 budget, and has been carried over to FY 2020-2021 budget.

**BACKGROUND:**

The Parents as Teachers program is utilized in the Public Health Department for the early childhood development, parent education, family support, and school readiness home visiting model on the premise that "all children will learn, grow, and develop to realize their full potential." The Public Health Department requested that Human Resources revise the job specification for Family Resource Coordinator due to an updated

(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**

### **JOB SPECIFICATION FOR FAMILY RESOURCE COORDINATOR AND SENIOR FAMILY RESOURCE COORDINATOR REVISION**

**September 29, 2020**

**Page 2 of 2**

and approved curriculum for the classification. The updates include a change to the minimum qualifications, a new certification requirement, and probationary period. Revisions to the duties, knowledge, ability, and work environment were also updated to align with the current functions of the job, which include home visitations. These changes were necessary in order to develop the new job specification for Senior Family Resource Coordinator.

The Senior Family Resource Coordinator will provide lead supervision and training to the Family Resource Coordinators, while carrying a portion of the caseload of home visitations. The General bargaining unit has reviewed the job specification for both classifications, and they have no objections to the changes or new job specification. The revised job specification for Family Resource Coordinator and the new job specification for the Senior Family Resource Coordinator are attached.



## **SENIOR FAMILY RESOURCE COORDINATOR**

### **DEFINITION**

Under direction, to provide lead supervision and training for subordinate personnel in the Kings County Public Health Department; to support the delivery of health, education, childcare, and other support services to children of Kings County ages 0 to 5 and their families; to carry a caseload of home visitation cases to provide one-on-one parenting education; and to perform related duties as required.

### **DISTINGUISHING CHARACTERISTICS**

The Senior Family Resource Coordinator classification is utilized in the Kings County Public Health Department. The incumbent reports to and assists the First 5 Program Officer to coordinate, support, and evaluate the on-the-job performance of the Family Resource Coordinators in addition to performing the duties of a Family Resource Coordinator.

### **EXAMPLES OF DUTIES**

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

Provides lead supervision, training, oversight and evaluation to Family Resource Coordinators and support staff in the performance of their duties, including assigning work; ensures staff complete annual core competencies self-assessments and professional development opportunities necessary to obtain renewal certifications; coordinate staffs' access to necessary technology, workspace, and supplies to effectively fulfill their responsibilities; monitors service delivery, and provides parenting instruction in accordance with the approved home visitation model; establishes and implements direct services and assistance to children and families; directs and oversees recruitment efforts or participation in a centralized intake system; promotes and develops collaborative and integrated services between member organizations, school districts, community-based organizations, faith-based organizations, grass-roots community groups, community members, volunteers and other interested parties; organizes and facilitates community and advisory meetings; develops and maintains relationships with community organizations and leaders to help grow and sustain the program; establishes and updates Memorandums of Understanding (MOU) with community organizations, along with a Resource Network Directory; monitors service documentation, data collection, and reporting; identifies grant and fund development opportunities to ensure sustainability of services to community; maintains and monitors the budget for the approved curriculum in accordance with MOU's, Federal/State funding and/or grants; and other duties as required.

### **MINIMUM QUALIFICATIONS**

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

**Education:** Graduation from an accredited four-year college or university with a Bachelor's Degree in early childhood education, social work, health, psychology, or a related field. Additional relevant full-time experience may substitute for up to two years of the required education.

**Experience:** Two (2) years paid full-time experience working with families and children equivalent to a Family Resource Coordinator in Kings County.

**License:** Possession of a valid California driver's license at the time of appointment.

**Certification Requirements:** Possession of a valid *Parents as Teachers* certificate issued by a recognized agency in California. Incumbents who do not possess the *Parents as Teachers* certificate will be

**MINIMUM QUALIFICATIONS** (continued)

required to obtain the certification within one (1) year from the date of appointment in order to remain in the classification. Failure to obtain and maintain this certificate will be cause for termination of employment in this class.

**Special Requirements:** 1) work irregular hours including evenings and weekends; 2) travel within and outside the County, including some out of state travel; and 3) qualify for a security clearance through a background investigation and fingerprint check.

**Desirable Qualifications:** Bilingual fluency in Spanish/English is preferred but not required.

**Knowledge of:** Principles and practices of supervision and training necessary to assist in the coordination and supervision of a public agency program; early childhood development theories and practices, trauma-informed practice, stakeholder engagement, and community resources and referral; departmental operations, practices, policies and procedures; principles of family support and collaborative development; early childhood development and issues facing families with young children; case management principles and techniques; effective communication techniques for groups and individuals; local neighborhood dynamics and the political factors which affect them; data collection and data reporting methods and techniques; internet research; web based applications; computer software programs such as word processing, spreadsheets, and database applications.

**Ability to:** Learn all requirements of the approved home visitation model; analyze situations accurately and adopt an effective course of action; prepare clear, concise, and professional reports and correspondence; exhibit effective interpersonal skills using tact, empathy, objectiveness, patience and courtesy; communicate effectively both orally and in writing with individuals and groups from various socioeconomic and cultural backgrounds; establish and maintain effective working relationships with subordinates, parents, children, and others that are contacted in the course of work; initiate, plan, and complete assignments with minimal supervision; travel independently to perform assigned duties and responsibilities; work independently and be self motivated; keep accurate and organized records; use a variety of office equipment, including computers in a business setting; follow safe work practices as directed and trained; safely operate a motor vehicle.

**Work Environment/Physical Requirements:** Primarily work in an office environment and may travel frequently to perform home visits; sits at a desk operating modern office equipment, including computer equipment and up-to-date software programs; on the phone, in person, web based, and virtual contact with others; regularly work with files and general office equipment; hear and communicate orally, in person, and on the phone; travel to trainings and attend committees; make home or school visits that may be in a difficult, unpleasant, or unsanitary environment and will often be on a one-on-one basis; vision and hand/eye coordination required for use of computer/office equipment; drive, read, and handle legal materials and files; physical agility and strength sufficient to operate a computer, keyboard, and mouse; lift and carry supplies and boxes up to 15 pounds; safely operate a motor vehicle; and follow safe work practices as directed and trained.

Overtime Status: Non-Exempt Medical Group: C Probationary Period: One year (2080 service hours)
-------------------------------------------------------------------------------------------------------

## **FAMILY RESOURCE COORDINATOR**

### **DEFINITION**

Under general supervision, provides home visitation services within Kings County Public Health Department, providing one-on-one parenting education and other support services.

### **DISTINGUISHING CHARACTERISTICS**

The Family Resource Coordinator classification is utilized in the Kings County Public Health Department. Reporting to a Senior Family Resource Coordinator, incumbents implement an approved home visitation curriculum, emphasizing parent-child interaction, development centered parenting, and family well-being in their work with families. Utilizing the approved curriculum, the Family Resource Coordinator partners, facilitates, and reflects with families in culturally sensitive ways.

### **EXAMPLES OF DUTIES**

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

Provide parenting instruction in accordance with the approved home visitation model as follows: engages in recruitment activities to recruit program participants/parents; completes an initial and annual family-centered assessment with each family; develops, monitors, and reviews goals with each family; plans, provides, and documents personal visits focused on parent-child interaction, development-centered parenting, and family well-being; shares research based information with families; provides group connections to give families an opportunity to build social connections with each other; engages in parent-child interaction activities and increases their knowledge of ways to support child development; completes an initial and annual developmental screening and health review for each enrolled child; connects families to resources that help them reach their goals and address their needs; help parents and children transition to other services as needed, such as preschool or kindergarten; maintains and timely submits all required family and program documentation; prepare correspondence; data collection and reporting; organizes and inventories supplies/materials, etc.; participates in the required amount of monthly hours of reflective supervision and staff meetings; obtains competency-based professional development and annual renewal of the parent educator certification; participates in continuous quality improvement; other duties as required.

### **MINIMUM QUALIFICATIONS**

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

**Education:** Equivalent to completion of an Associate's Degree from an accredited college or university in early childhood education, child development, social work, health, psychology, or a related field. Additional relevant experience can substitute for the education on a year for year basis.

**Experience:** Equivalent to two (2) years of paid full-time experience working with families and children providing education and resources. (Substitution: Possession of a Bachelor's Degree in early childhood education, child development, social work, health, psychology or a related field may substitute for up to two (2) years of the required experience on a year-for-year basis.)

**License:** Possession of a valid California driver's license at the time of appointment.

MINIMUM QUALIFICATIONS (continued)

**Certification Requirements:** Possession of a valid *Parents as Teachers* certificate issued by a recognized agency in California. Incumbents who do not possess the *Parents as Teachers* certificate will be required to obtain the certification within one (1) year from the date of appointment in order to remain in the classification. Failure to obtain and maintain this certificate will be cause for termination of employment in this class.

**Special Requirements:** 1) work irregular hours including evenings and weekends; 2) travel within and outside the County, including some out of state travel; 3) qualify for security clearance through a background investigation and fingerprint check; and 4) Certain positions in this classification may be designated as bilingual requiring fluency in a foreign language.

**Knowledge of:** Early childhood development theories and practices; trauma-informed practice, stakeholder engagement, community resources and referral; departmental operations, practices, policies and procedures; principles of family support and collaborative development; issues facing families with young children; case management principals and techniques; effective communication techniques for groups and individuals; local neighborhood dynamics and the political factors which affect them; data collection and data reporting methods and techniques; internet research; web based applications; computer software programs such as word processing, spreadsheets, and database applications.

**Ability to:** Learn all requirements of the approved home visitation model; analyze situations accurately adopt an effective course of action; exhibit effective interpersonal skills using tact, empathy, objectiveness, patience, and courtesy; communicate effectively both orally and in writing with individuals and groups from various socioeconomic and cultural backgrounds; prepare clear, concise, and professional reports and correspondence; establish and maintain effective working relationships with co-workers, parents, children, and others that are contacted in the course of work; initiate, plan, and complete assignments with minimal supervision; work independently and be self motivated; travel independently to perform assigned duties and responsibilities; keep accurate and organized records; use a variety of office equipment, including computers in a business setting; follow safe work practices as directed and trained; safely operate a motor vehicle.

**Working Conditions/Physical Environment:** Primarily work in an office environment and may travel frequently to perform home visits; sits at a desk operating modern office equipment, including computer equipment and up-to-date software programs; on the phone, in person, web based, and virtual contact with others; regularly working with files and general office equipment; hear and communicate orally, in person, and on the phone; travel to trainings and attend committees; make home or school visits that may be in a difficult, unpleasant, or unsanitary environment and will often be on a one-on-one basis; vision and hand/eye coordination required for use of computer/office equipment; drive, read, and handle legal materials and files; physical agility and strength sufficient to operate a computer, keyboard, and mouse; lift, carry or move supplies and boxes weighing up to 15 pounds; safely operate a motor vehicle; and follow safe work practices as directed and trained.

Overtime Status: Non-Exempt Medical Group: C Probationary Period: One year (2080 service hours)
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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 September 29, 2020

**SUBMITTED BY:** Health Department – Ed Hill/ Nancy Gerking

**SUBJECT:** AGREEMENT WITH PACIFIC UNION COLLEGE

**SUMMARY:**

**Overview:**

This Agreement allows nursing students to gain experience in public health through internships within the Kings County Public Health Department. The nursing students are enrolled in the nursing degree program at Pacific Union College. The term of the agreement will commence upon signing not to exceed three years.

**Recommendation:**

**Authorize the Chairman to retroactively sign the Agreement between the County of Kings and the Pacific Union College.**

**Fiscal Impact:**

There is no cost to the County General Fund associated with the recommended action, as neither party shall be obligated to provide any monetary compensation to the other as a result of this agreement. This agreement is for education field experience. No funds are exchanged.

**BACKGROUND:**

This is a continuation of the contractual relationship between the County of Kings and Pacific Union College, allowing nursing students to gain educational field experiences with the health department in the field of public health nursing and healthcare-related programs. The students are enrolled in Pacific Union College. All aspects are completed online except for the Field Experience. As a public health agency, nursing and clinical staff will assist the student during their scheduled time in the Health Department.

County Counsel has approved this agreement, as to form.

**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.

AGREEMENT BETWEEN THE COUNTY OF KINGS  
AND PACIFIC UNION COLLEGE

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2020 by and between the County of Kings (“County”), a political subdivision, and the Pacific Union College, a California nonprofit religious corporation (“Pacific Union”) with respect to the following recitals:

WHEREAS, the Trustees of Pacific Union have created a nursing program for the Pacific Union and such program requires clinical nursing experience for student interns (“Interns”) and the use of clinical facilities;

WHEREAS, Pacific Union requires facilities where Interns can obtain the practical learning experience required in their course curriculum;

WHEREAS, the County’s Department of Health the (“Health Department”) has the setting and facilities needed by

Pacific Union Interns as part of their practical learning experience;

WHEREAS, it is to the mutual benefit of the parties hereto that students of the Pacific Union’s Nursing Program use the facilities of the Health Department for their field experience.

NOW, THEREFORE, it is agreed as set forth below.

1. COUNTY OBLIGATIONS:

a. Accept Interns designated by Pacific Union for a designated period of time for observational experience and supervised training. The length of the internships and the number of Interns shall be as agreed upon between the respective representatives of the parties.

b. Provide suitable practical experience situations as prescribed by Pacific

Union's curriculum and objectives. In no case shall Interns replace regular staff and shall not render patient/client care and/or services except as identified for educational value as part of a supervised program.

c. No monetary payment shall be made by the County to the Interns in compensation for their services, nor shall any payments be made to the County by Pacific Union in compensation for Intern participation in the training program. Recommend to Pacific Union the withdrawal of Pacific Union Interns if: (1) the achievement, progress, adjustment or health of the Interns does not warrant a continuation at the County, or (2) the behavior of the Interns fails to conform to the applicable regulations of the County. The County shall assist Pacific Union, if necessary, in implementing this recommendation.

e. The County reserves the right, exercisable in its discretion after consultation with Pacific Union, to exclude any Intern from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental.

f. Maintain sufficient and qualified supervisory and staff personnel in the departments where Interns may be assigned for instruction and practice so as to insure the safe and continuous health care services of its patients, recognizing that the care of the patient is the legal responsibility of the County.

g. Permit use of appropriate instructional materials and use of the Health Department's educational resources by Interns and instructors and provide an orientation for students and instructors new to the internship.

h. Participate in evaluation of student performance only as agreed upon by instructor and Pacific Union.

i. Maintain the County facilities used for the clinical experience in such a manner that said facilities shall conform to all requirements of applicable state boards and California

law.

j. Assure that staff is adequate in number and quality to insure safe and continuous management of the student program in cooperation with the field coordinator.

k. Provide instructors and students taking part in the clinical experience, whenever possible, with the following:

1. A conference-type space suitably furnished for small groups.
2. A storage area for instructional materials.
3. Access for each instructor to the medical library.
4. A lecture room equipped with desks and chairs.
5. Field transportation, if appropriate.
6. Lockers for each instructor.
7. Other incidentals that may be mutually agreeable.

l. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical experience at the County. Provide medical examinations or other protective measures that may be required by the County in addition to the health examination provided by Pacific Union.

m. Permit and encourage members of the resident staff and attending medical staff of the County to participate in the instructional phase of the clinical experience.

n. Permit the County's designated personnel to attend meetings of Pacific Union's Faculty, or any committee thereof, to coordinate the clinical experience program provided for under this Agreement.

## 2. PACIFIC UNION OBLIGATIONS:

a. Provide the County with an annual description of the internship program, curriculum, and objectives to be achieved at the County as well as information regarding the need for orientation of new instructors at least one month prior to the beginning of the clinical



experience. Pacific Union shall additionally provide the County with a list of names and phone numbers of instructor(s) and Interns.

b. Require all Interns to abide by the policies of the County while using its facilities. Interns shall be expected to conduct themselves in a professional manner, wear appropriate attire, and their appearance shall conform to the accepted standards of the County.

c. Prohibit the dissemination by any Intern of any documents acquired in connection with this Agreement without the approval of the County.

d. Be responsible for the instruction and supervision of Interns unless otherwise specifically arranged.

e. Establish a rotational plan for the clinical experience by mutual agreement between the County's Supervising Public Health Nurse and the Pacific Union's Coordinator or their duly authorized representative(s).

f. Supervise all instruction and clinical experience given at the County to the assigned students and provide the necessary instructors for the clinical experience program provided for under this Agreement.

g. Keep all attendance and academic records of students participating in the program.

h. Certify to County at the time each student first reports at County to participate in said program that said student will comply with the Health Plan for Students.

i. Require Pacific Union's instructors to notify County's Supervising Public Health Nurse in advance of:

1. Student schedules.

2. Placement of students in clinical assignments.

3. Changes in clinical assignments.

j. In consultation and coordination with the County's staff arrange for periodic

conferences between appropriate representatives of Pacific Union and County to evaluate the clinical experience of the program.

k. Provide and be responsible for the care and control of the Pacific Union's educational supplies, materials and equipment used for instruction during said program.

l. Distribute to each student, a statement which explains the hazards of drug abuse in the profession.

3. TERM:

This Agreement shall commence on July 1, 2020, and shall terminate on June 30, 2023.

4. NO AGENCY:

In the performance of the services herein provided for, Pacific Union, its Interns shall be, and are independent contractors and are not agents or employees of the County.

5. INDEMNIFICATION:

a. Pacific Union shall defend, hold harmless and indemnify the County, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or person's injury, including death, or property (including property of County) being damaged by the negligent acts (including negligent performance of the professional services) willful acts, or errors or omissions of Pacific Union or any Intern, any person employed under this Agreement, or under any subcontractor.

b. County shall defend, hold harmless and indemnify Pacific Union, its officers, employees, agents, volunteers and Interns against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of counsel retained by Pacific Union, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of

any person's or persons' injury, including death, or property (including property of Pacific Union) being damaged

by the negligent acts (including negligent performance of the professional services) willful acts, or errors or omissions of County, its officers, employees, or agents.

6. INSURANCE:

a. Pacific Union and each Intern shall obtain Commercial General Liability Insurance from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability not less than \$1,000,000.00 per occurrence and an aggregate of \$3,000,000.00.

b. Pacific Union shall not employ any person under this Agreement, nor assign any Intern to work on County premises, without providing proof to the County that Pacific Union or the Intern has obtained worker's compensation insurance as required by law. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

c. Each Intern and employee of Pacific Union who is participating in the clinical program at County facilities shall obtain their own professional liability insurance (errors and omissions) coverage in the amount of \$1,000,000.00.

d. Insurance shall not be reduced or canceled during the term of this Agreement. All insurance (except worker's compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names the County of Kings, its elected officials, officers, employees, agents and volunteers as an additional insured and provides that coverage shall not be reduced or canceled without 30 days written prior notice to the County. If the endorsement or amendment does not reflect the limits of liability provided by

the policy of insurance, Pacific Union shall provide County a certificate of insurance reflecting those limits.

e. Pacific Union shall deliver to the Kings County Administrative Office an endorsement or amendment of all required policies of insurance as evidence of insurance protection prior to the County's signing of this Agreement.

7. CONFIDENTIALITY:

During the term of this Agreement, Pacific Union and Pacific Union's Interns may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration or cancellation of the Agreement.

All information and records obtained in the course of providing services under this Agreement shall be confidential and Pacific Union shall comply and ensure Pacific Union's Interns comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to Civil Code Section 56 *et seq.*, the Confidentiality of Medical Information Act, and Title 45, Code of Federal Regulations, section 205.50 for MediCal-eligible patients). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration or cancellation of this Agreement.

Pacific Union and Pacific Union's Interns shall comply with all State and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act (HIPAA) and its regulations as amended. Pacific Union shall also comply with the terms and conditions set forth in the HIPAA Business Associate Exhibit attached to and incorporated herein as Exhibit A.

8. TERMINATION:

Either party shall have the right to terminate this Agreement at any time by giving the other party sixty days prior written notice specifying the date of termination. However, any such termination by the County shall not be effective, at the election of Pacific Union, as to any student who at the date of mailing of said notice by the County was participating in the internship program until such student has completed the program for the then academic year. The County may terminate this Agreement immediately if Pacific Union fails to perform the covenants herein at the time and in the manner herein provided.

9. NOTICE:

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

COUNTY:  
Kings County Health Department  
Attn: Nichole Fisher, Nursing Division Manager  
330 Campus Drive  
Hanford, California 93230

PACIFIC UNION:  
Pacific Union College  
Shana Ruggenberg, EdD, RNC, Nursing Dept.  
One Angwin Avenue  
Angwin, California 94508

10. ASSIGNMENT:

Pacific Union shall not assign this Agreement, or any part thereof, without the prior written consent of the County.

11. RECORDS AND INSPECTIONS:

Pacific Union agrees to make available upon reasonable notice to the County, its books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this Agreement, for inspection, examination and copying at all reasonable times, at Pacific Union's place of business, or other mutually agreeable location in California. Pacific Union agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining

to the goods and services furnished under the terms of this Agreement.

12. CONFLICT OF INTEREST:

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

other ties.

13. NON-DISCRIMINATION:

In performing under this Agreement, Pacific Union shall not unlawfully discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. County understands that Pacific Union is a religious nonprofit corporation operated as an entity of the Seventh-day Adventist Church and holds various rights and exemptions as a religious organization under federal and state laws and the Religion Clauses of the Federal and California Constitutions.

14. COMMUNICATION:

County and Pacific Union shall each designate a primary contact representative who shall coordinate with the other party's designated representative in the planning, implementation and coordination of the clinical experience program to be provided to the students at the County's facilities. There shall be ongoing communications and periodic evaluations between the parties relating to changes or issues involving staff, curriculum, policies and/or procedures.

5. USE OF COUNTY PROPERTY:

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

16. SEVERABILITY:

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

17. INTEGRATION:

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

18. FORUM:

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

19. COMPLIANCE WITH LAW:

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

Pacific Union and the County shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act (HIPAA) and its

regulations as amended. Pacific Union shall execute and comply with the HIPAA Business Associate Agreement attached as **Exhibit A**.

Pacific Union shall ensure that all Pacific Union's employees and Interns involved in the activities under this Agreement shall have available a copy of County's ADA grievance procedures as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as Exhibit B.

20. UNFORESEEN CIRCUMSTANCES:

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

21. Survival

The following sections shall survive the termination of this Agreement: Section 5 Indemnification, Section 6 Insurance, Section 7 Confidentiality, Section 11 Records and Inspections, , and Section 12 Confidentiality.

22. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts. All counterparts shall be construed together and shall constitute one agreement. The parties agree that the electronic signatures by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement.

**SIGNATURES ON FOLLOWING PAGE**



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

COUNTY OF KINGS

PACIFIC UNION COLLEGE

By \_\_\_\_\_  
Doug Verboon, Chairman  
Kings County Board of Supervisors

By \_\_\_\_\_  
\_\_\_\_\_, V.P. Academic Dean  
Pacific Union College

By \_\_\_\_\_  
\_\_\_\_\_, EdD, RNC:  
Nursing & Health Sciences Department Chair  
Pacific Union College

ATTEST:  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

By \_\_\_\_\_  
Catherine Venturella

By \_\_\_\_\_  
Cindy Crose Kliever,  
Deputy County Counsel

Approved and Endorsements Recieved

By \_\_\_\_\_  
Sande Huddleston, Risk Manager

**Exhibit A**  
HIPAA Business Associate Exhibit

**I. Recitals.**

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

B. The County of Kings (“County”) wishes to, or may, disclose to Pacific Union College (“Business Associate”) certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

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

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

E. As set forth in this Agreement, Pacific Union is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of the County and creates, receives, maintains, transmits, uses or discloses PHI.

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

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

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

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

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

A. *Permitted Uses and Disclosures.* Except as otherwise indicated in this Exhibit,

Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County.

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

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

2) ***Provision of Counseling Services related to the Champions' Day Reporting Center.*** Use PHI to provide clinical nursing experience to the Business Associates on behalf of the Business Associate's Nursing Program. The County and Pacific Union's responsibilities are outlined in the Agreement this Exhibit A is attached.

### **III. Responsibilities of Business Associate.**

Business Associate agrees to the following and agrees to ensure the Business Associate's Interns comply with the following:

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

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

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

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

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

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

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

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

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

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

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

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

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

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

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

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

#### IV. Obligations of County.

County agrees to:

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

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

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

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

#### V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

#### VI. Termination.

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

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

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

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

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

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

VII. Miscellaneous Provisions.

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

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

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

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

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

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

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

F. Regulatory References. A reference in the terms and conditions of this Exhibit to a

section in the HIPAA regulations means the section as in effect or as amended.

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

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



## Attachment 1

### Business Associate Data Security Standards

#### I. General Security Controls.

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

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

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

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

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

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

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

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

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

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

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

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

## II. System Security Controls.

A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than five (5) minutes of inactivity.

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

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

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

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

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

## III. Audit Controls.

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

B. **Log Reviews.** All systems processing and/or storing County PHI must have a

routine procedure in place to review system logs for unauthorized access.

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

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

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

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

#### **V. Paper Document Controls.**

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

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

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

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

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

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



Appendix E.

Kings County ADA Grievance Procedure

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

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

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

A complaint using this procedure should be in writing and should contain information about the alleged discrimination such as name, address, and phone number of the complainant and location, date and description of the problem(s). If you are viewing these instructions online at the County's website, please find the form for making a complaint below. Copies of the complaint form are also available from the Public Works Department or County Administration Office, County Government Center, 1400 West

Exhibit C

County of Kings

2016 ADA Self-Evaluation

Lacey, Hanford, CA 93230. Alternative means of filing a complaint, such as personal interviews or a tape recording of the complaint, are available to person with disabilities upon request.

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 29, 2020

**SUBMITTED BY:** Health Department – Edward Hill/Nancy Gerking

**SUBJECT:** WAIVING OF THE FLU VACCINE ADMINISTRATIVE FEE FOR STATE PROVIDED FLU VACCINES OFFERED TO ALL KINGS COUNTY RESIDENTS

**SUMMARY:**

**Overview:**

The Department of Public Health (“Health Department”) requests the Board authorize waiving the \$8 fee charged to administer the flu vaccine for all Kings County residents, until the supply of flu vaccines provided by the State at no cost are exhausted.

**Recommendation:**

Authorize waiving the flu vaccine administrative fee for flu vaccines offered to all Kings County residents.

**Fiscal Impact:**

Waiving the \$8 administrative fee may result in lost revenue of approximately \$7,760. Vaccinating residents for free advances the Health Department’s goal to vaccinate as many Kings County residents as possible by removing the cost barrier.

**BACKGROUND:**

Each year, the Health Department receives a lot of approximately 1,200 flu vaccines from the State of California. The State provides local health departments vaccines free of charge to mitigate emerging flu season illnesses. The conditions of the Centers for Disease Control grant requires local health departments to establish methods for vaccinating or dispensing medications to all residents within forty-eight (48) hours of receipt. Last year, the Health Department used the State provided vaccines at stand-up Points of Dispensing (“POD”) flu clinics in Kettleman City, Avenal, Corcoran, Lemoore, Stratford, and a large drive-through POD in Hanford.

(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**

### **WAIVING OF THE FLU VACCINE ADMINISTRATIVE FEE FOR STATE PROVIDED FLU VACCINES OFFERED TO ALL KINGS COUNTY RESIDENTS**

**September 29, 2020**

**Page 2 of 2**

Last year, the Health Department returned over 600 unused flu vaccines to the State. The COVID-19 pandemic prevents the Health Department from holding PODs. To increase the number of vaccinations, the flu vaccine will be administered during clinics scheduled at different dates and times. Further, the Health Department is planning to administer the vaccine by appointment only at school immunization clinics and to partner with existing COVID-19 mobile testing sites. The most up to date flu vaccination clinics will be posted on the County website. The current planned flu clinics are as follows:

- Monday, October 5, 2020, from 9am to 4pm near the COVID-19 Mobile Testing Site, 1400 W. Lacey Blvd., Hanford
- Tuesday, October 6, 2020, from 9:30am to 3:30pm near the COVID-19 Mobile Testing Site, Avenal High School
- Thursday, October 8, 2020 from 9am to 4pm near the COVID-19 Mobile Testing Site, Lemoore High School
- Friday, October 9, 2020, from 9:30am to 3:30pm at the Health Department Clinic in Corcoran
- Tuesday, October 13, 2020, from 9:30am to 3:30pm, Stratford Library
- Thursday, October 15, 2020, from 9:30am to 3:30pm, Kettleman City Library
- Thursday, October 22, 2020, from 9am-4pm, KART Transit Station, Hanford
- Various appointment-only clinics at the Health Department, 330 Campus Drive, Hanford

Therefore, it is recommended that the Board waive the \$8 administration fee for flu vaccines offered until all the State provided flu vaccines are used.





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 29, 2020

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** PRIMARY AND ALTERNATE DIRECTOR APPOINTMENTS TO THE CALIFORNIA STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS

**SUMMARY:**

**Overview:**

Under provisions of the California State Association of Counties (CSAC) Constitution, members of the Board of Directors and alternates are elected by their respective boards of supervisors to one-year terms of office commencing with the first day of the CSAC annual conference. The 2020 conference will begin on November 19, 2020. Any member of the Board of Supervisors is eligible for the directorship. Pursuant to Board policy, the Administrative Office makes no recommendations on commission and advisory board appointments.

**Recommendation:**

- a. Appoint a Primary Director to the California State Association of Counties Board of Directors; and
- b. Appoint an Alternate Director to the California State Association of Counties Board of Directors.

**Fiscal Impact:**

None.

**BACKGROUND:**

Two (2) vacancies exist on the CSAC Board of Directors to represent Kings County on this Board: one regular member and one alternate for 2020. The term of the appointment is for a one-year period commencing on the first day of the CSAC annual conference and terminating the day before the conference in 2021. Both a primary Director and an alternate Director, should the primary be unavailable to attend a meeting, are requested to be

(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**

### **PRIMARY AND ALTERNATE DIRECTOR APPOINTMENTS TO THE CALIFORNIA STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS**

**September 29, 2020**

**Page 2 of 2**

appointed. Attached is the notification to be filled out upon selection by your Board and a roster for the Board of Directors from 2020. CSAC's Board of Directors and Executive Committee meet regularly throughout the year to set the Association's policy and direction. CSAC also hosts two major conferences, an Annual Fall meeting, which rotates between northern and southern California, and a Spring Legislative conference in Sacramento.



**OFFICERS**

**President**

Lisa A. Bartlett  
Orange County

**1st Vice President**

James Gore  
Sonoma County

**2nd Vice President**

Ed Valenzuela  
Siskiyou County

**Past President**

Virginia Bass  
Humboldt County



**EXECUTIVE DIRECTOR**

Graham Knaus

September 15, 2020

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

**SUBJECT: Nomination and Selection of CSAC Board of Directors Members**

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Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year term commencing with the first day of the CSAC Annual Conference. The 2020 CSAC conference will begin on Thursday, November 12, 2020. Any member of your Board of Supervisors is eligible for the directorship.

Each year, the new CSAC Board of Directors holds its first official meeting at the Association's annual conference. **Thus, it is important that your county appoints a representative to participate at the first meeting on Thursday, November 19, 2020.** Enclosed is a list of current Board of Directors, along with a form for your county to notify us of your Board's nomination.

Please note that if we do not receive your 2020-2021 nomination, your current Board representative will continue to serve on our Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2020-2021 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Korina Jones at (916) 327-7500 x 508 or by email at [kjones@counties.org](mailto:kjones@counties.org).

Enclosures

cc: 2020 Board of Directors  
Clerks, Board of Supervisors

# CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2019-2020

**SECTION**

U=Urban

S=Suburban

R=Rural

President:

First Vice President:

Second Vice President:

Immediate Past President:

Lisa Bartlett, Orange

James Gore, Sonoma

Ed Valenzuela, Siskiyou

Virginia Bass, Humboldt

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Debra Lucero
R	Calaveras County	Merita Callaway
R	Colusa County	Denise Carter
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	John Hidahl
U	Fresno County	Buddy Mendes
R	Glenn County	Keith Corum
R	Humboldt County	Estelle Fennell
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Bruno Sabatier
R	Lassen County	Chris Gallagher
U	Los Angeles County	Mark Ridley-Thomas
R	Madera County	David Rogers
S	Marin County	Damon Connolly
R	Mariposa County	Miles Menetrey
R	Mendocino County	Carre Brown
S	Merced County	Lee Lor
R	Modoc County	Patricia Cullins
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Diane Dillon
R	Nevada County	Ed Scofield

U	Orange County	Lisa Bartlett
S	Placer County	Bonnie Gore
R	Plumas County	Lori Simpson
U	Riverside County	Chuck Washington
U	Sacramento County	Susan Peters
R	San Benito County	Jim Gillio
U	San Bernardino County	Janice Rutherford
U	San Diego County	Greg Cox
U	San Francisco City & County	TBA
U	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	David Rabbitt
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Judy Morris
S	Tulare County	Amy Shuklian
R	Tuolumne County	Karl Rodefer
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Gary Bradford

### **ADVISORS**

Bruce Goldstein, County Counsels Association, Past President, Sonoma County  
Carmel Angelo, California Association of County Executives, President, Mendocino County



California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
Phone (916) 327-7500  
Facsimile (916) 321-5047

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## NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2020 – 2021

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2020 – 2021 Association year beginning Thursday, November 12, 2020.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

**PLEASE RETURN TO:**

Korina Jones  
California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
Email: [kjones@counties.org](mailto:kjones@counties.org)



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 29, 2020

**SUBMITTED BY:** Administration – Rebecca Campbell  
Human Services Agency – Sanja Bugay  
Department of Public Health – Ed Hill

**SUBJECT:** REALLOCATION OF CORONAVIRUS RELIEF FUNDS FROM THE  
DEPARTMENT OF PUBLIC HEALTH TO THE HUMAN SERVICES AGENCY

**SUMMARY:**

**Overview:**

The California Department of Finance (DoF) released initial information on the evening of June 30, 2020 regarding the Coronavirus Relief Funds (CRF) funding for counties. Your Board authorized the County Administrative Officer to sign a CRF certification form on July 7, 2020 promising to comply with federal and state health orders and guidance related to the Coronavirus Disease 2019 (COVID-19) emergency. Your Board approved the spending plan for the funds. This request outlines a request to reallocate \$250,000 of these funds.

**Recommendation:**

- a. Approve a transfer of \$250,000 from the Department of Public Health Coronavirus Aid, Relief, and Economic Security Act allocation to the Human Services Agency to provide additional match for Project Roomkey; and
- b. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

The County of Kings is estimated to receive approximately \$15,662,000 million in CRF funding for eligible COVID-19 costs. Your Board has already appropriated the funds to various spending categories as allowed by law, which is reflected in the table below, \$250,000 of these funds have been allocated to

(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**

### **REALLOCATION OF CORONAVIRUS RELIEF FUNDS FROM THE DEPARTMENT OF PUBLIC HEALTH TO THE HUMAN SERVICES AGENCY**

**September 29, 2020**

**Page 2 of 6**

the Human Services Agency (HSA) for the Project Roomkey match. In addition, Project Roomkey costs are also covered with 75% Federal Emergency Management Agency (FEMA) funds, \$126,889 in County Medical Services Program (CMSP) Coronavirus Emergency Relief Grant (CERG) funds, and \$31,871 of Fiscal Year 2019-2020 Homeless Coordinating and Financing Council (HCFC) COVID-19 Emergency Homelessness Funding.

Due to leveraging of FEMA funds, the County has sufficient funds to operate project Roomkey in its current design through the end of November 2020. Additional \$250,000 in CARES act funds are requested to extend operations through mid February and simultaneously work on a less costly non-congregate care shelter solution. The Department of Public Health projects having \$250,000 in unspent CARES act funds that can be reallocated to the HSA for this purpose. This will allow for additional drawdown of federal FEMA funds of \$750,000 and a total project funding of \$1,000,000.

#### **BACKGROUND:**

Your Board's approval of the CRF allocation on July 14<sup>th</sup> and September 1, 2020 enabled the County to submit timely expenditure plans to the State on September 4, 2020 and to allocate resources across approved categories. However, your Board also recognized that the expenditure needs across programs may change and indicated that resources may be shifted to meet the changing demands.

One of the approved expenditure categories include 'Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

Executive Orders N-25-20, N-32-20 and N-33-20 required the County to temporarily shelter homeless individuals who are COVID-19 positive, exposed and highly vulnerable individuals to slow the spread of the pandemic. Project Roomkey became a short-term program that implemented and operationalized these executive orders.

On a monthly basis, in order to receive CARES act funds and Realignment backfill funds, the County has certified compliance with all executive orders, including the ability to shelter 15% of vulnerable homeless population. CARES act funding attestation is expected to end in December 2020. Realignment backfill attestation is expected to end in June 2021.

The County is required to continue to fund the Project Roomkey while the above executive orders are in effect. While we do not know when the executive orders will cease to be effective, it is unlikely that they will end by November 2020 and thus it is prudent to designate additional funds and extend the Project Roomkey beyond end of November 2020. As long as FEMA funds remain available, the additional \$250,000 is sufficient to extend the project though mid February with utilizing CARES Act funds for match though December 2020 and utilizing CMSP CERG and HCFC funds in January and February of 2021.



## Agenda Item

### REALLOCATION OF CORONAVIRUS RELIEF FUNDS FROM THE DEPARTMENT OF PUBLIC HEALTH TO THE HUMAN SERVICES AGENCY

September 29, 2020

Page 3 of 6

The Department of Public Health has the funds because the State extended the OptumServe contract (DRC testing site) another month, which freed up funding in that category.

It is requested that these funds be moved to homelessness, as it is anticipated that the State will be introducing their new equity metric which is designed to hold counties accountable (increase their monitoring score) if they don't implement methods to effectively isolate, quarantine, and support the essential workforce and other vulnerable populations.

At the same time, the County Departments in partnership with other organizations through the Homeless Collaborative will start working on a less costly non-congregate sheltering solution. This solution would serve a dual purpose of meeting County's obligation as defined in the above executive orders and long term serve as a low barrier shelter for homeless individuals and families that currently does not exist in Kings County. Project Roomkey currently has a capacity of 61 of which is occupied and sheltering 83 individuals. The table below demonstrates the current use:

	<b>Individuals</b>	<b>% of total Individuals</b>	<b>Rooms</b>	<b>% of total Rooms</b>
Singles	43	52%	43	73%
Families	10	12%	3	5%
Couples	30	36%	15	22%
<b>Total:</b>	<b>83</b>	<b>100%</b>	<b>61</b>	<b>100%</b>

As of September 17, 2020, the program has been operational for a total of 129 days. During this time, 168 individuals have been sheltered with an average stay of 54 days. Majority of individuals sheltered were deemed as highly vulnerable and 14% were COVID-19 Positive individuals. There are 84 individuals have been discharged due to various reasons including loss of eligibility or have left the shelter on their own. The following are the reasons for discharge:

- 35 individuals left on their own
- 19 individuals were discharged due to negative behavior
- 11 lost eligibility to the program
- 14 were permanently housed; additional 2 are housed due to custody changes
- 2 were hospitalized
- 1 died

While the goal of Project Roomkey is to shelter individuals who are highly vulnerable or COVID-19 positive and to prevent the spread of the pandemic, this program has also endeavored to provide needed services to individuals residing in the motels and to help them access permanent housing.

## **Agenda Item**

### **REALLOCATION OF CORONAVIRUS RELIEF FUNDS FROM THE DEPARTMENT OF PUBLIC HEALTH TO THE HUMAN SERVICES AGENCY**

**September 29, 2020**

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As of September 17, 2020, 14 individuals obtained permanent housing. On average, these individuals were sheltered for 40 days prior to obtaining housing. The individuals that were housed obtained housing through various means: five self resolved, five housed with Grace Homes, three were housed through the CalWORKs Housing Support Program and one individual moved out of State. An additional 36 individuals have been referred to various housing programs. However, only nine individuals are enrolled and are looking for a place due to capacity issues. On September 22<sup>nd</sup>, your Board approved the acceptance of CESH funds from Kings Tulare Homeless Alliance and implementation of the Housing Assistance for Needy Adults (HANA) program that would allow Human Services Agency to utilize subsidies for single adults, which will assist in faster housing of some of the Roomkey residents.

In addition to housing, various services are provided at Project Roomkey; the following is a sample of those services and client engagement:

- Mental Health assessment = 132 completed; 49 individuals engaged in services; 33 referrals pending
- Substance abuse assessment = 132 completed; 15 engaged in services; 8 referrals pending
- Employment services referrals = 57; 36 clients engaged in services; 21 referrals pending
  - Employment = 13 (7 employed before arrival to Project Roomkey ; 2 obtained employment on their own while at Project Roomkey; 3 obtained employment with assistance of Project Roomkey)

Monthly costs for this program are estimated at \$350,996. While Federal FEMA funds remain available, the local match (25%) for the program would be \$87,749 per month.

Based on available match funds, this program is funded through end of November with the following cost and match use projections:

## Agenda Item

### REALLOCATION OF CORONAVIRUS RELIEF FUNDS FROM THE DEPARTMENT OF PUBLIC HEALTH TO THE HUMAN SERVICES AGENCY

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FY 20-21 Costs:	Rooms	Total Expenses	FEMA	Match (25%)	Match Funding
July - Actual	55	259,525	194,644	64,881	HCFC & CMSP
August - Actual	55 to 62	319,620	239,715	79,905	CMSP
September - Projected	62	350,996	263,247	87,749	CMSP, CARES
October - Projected	62	350,996	263,247	87,749	CARES
November - Projected	62	350,996	263,247	87,749	CARES
<b>Total Cost:</b>		<b>1,632,133</b>	<b>1,224,100</b>	<b>408,033</b>	
<b>Available Match Funds:</b>					
HCFC COVID Emergency Funds				31,871	
CMSP CERG grant				126,889	
CARES - already allocated				250,000	
<b>Total match for FY 20/21</b>				<b>408,760</b>	
<b>Balance:</b>				<b>737</b>	

This request to the Board would be allocate additional \$250,000 in CARES Act funds to this project, which if fully leveraged by FEMA funds would provide a total of \$1,000,000 to the project, thus enabling the project to last through February.

Total match funding would be utilized as follow:

- Utilize \$500,000 in CARES funds through end of December (those allocated on July 14<sup>th</sup> and the new request)
- Utilize HCFC and CMSP CERG grant funds in January and February

Additionally, the following steps would be taken to aid towards transitioning clients from shelter to permanent housing and to reduce the number of street homeless, which would also reduce requirements for the number of sheltering resources:

- 1) Develop alternative low barrier non congregate shelter at a lesser cost per month and transition clients from current motels to the new shelter. Currently there is no funding identified to build/purchase or lease facilities for a shelter, however CARES funds and potentially FEMA funds can be utilized for some of these costs.
- 2) If an alternative non-congregate shelter is obtained prior to February, transition existing Roomkey participant to the new shelter solution and terminate Roomkey motel agreements.

## **Agenda Item**

### **REALLOCATION OF CORONAVIRUS RELIEF FUNDS FROM THE DEPARTMENT OF PUBLIC HEALTH TO THE HUMAN SERVICES AGENCY**

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- 3) Continue to work on permanent housing solutions to reduce the size of the non-congregate shelter needs to 40 to 50 rooms.

**Attachment A** – Homeless Services Flowchart outlines current homeless individuals /families path to housing. The attachment includes a summary of services and shows current capacity of shelters, transitional housing stock, and permanent housing stock and housing subsidies for families and single adults.

## Attachment A – Homeless Services Flowchart

### Homeless Individuals/Families Path to Housing

Outreach teams: (Human Services, HART, etc.), Community Based Organizations, County Organizations

Point-in-Time Count (PIT) = 305; Homeless Management Information System (HMIS) Count 1064)

#### No Sheltering / Housing -- Individuals remain street homeless

- Crisis Services offered if needed
- HMIS entries
- Some Case management

#### Motels – scattered sheltering approach (Mostly for families)

- HMIS entries
- Case management
- Access to supportive services

#### Existing Shelters:

KCAO – Barbara Seville (38 beds)

Kings Gospel Mission (13 beds/men, 6 beds/women)

- HMIS entries
- Case management
- Access to supportive services

#### Project Roomkey – (singles, couples, families), limits on pets, belongings, etc. – 64 rooms.

- Lowest barrier shelter HSA have
- Covid-19 + or vulnerable
- HMIS entries
- Case Management
- On site supportive services

#### **Supportive Services: Vulnerability Index Service Prioritization Decision Assistance Tool (VSPDAT) Assessment; Coordinated Care Entry;**

Health – Primary Care linkage; access to a health home; immediate health screening, immunization, needs

Behavioral Health – MH Assessment, connection to services including on site services; ability to address crisis quicker

Substance Abuse services – assessment; outpatient services; linkage to inpatient services if needed

Employment services – training, soft skills, resume building, job search, OJT (when available), subsidized or unsubsidized employment

Education – Adult School, AB12/THP+ (former foster youth), West Hills, COS

Other: Help with Documentation (IDs), DMV, cell phones, IHSS Assessment (disabled or over 65), APS or Victim Witness, SSI Advocacy if not employable, CalWORKs, CalFresh, General Relief and Medi-cal benefits.



**Transitional Housing = 14 Beds**

- Frasier’s House – 5 bedrooms (women or women/kids)
- Amanda’s House – 3 bedrooms (women or women/kids)
- Rylie & Brennan Home – 6 Beds (single men)
- **Nothing available for couples.**
- **Require Subsidies.**



**Permanent Housing = 20 Units**

- May be supportive housing, subsidized or unsubsidized
- Two Homekey Projects are Applications Only – no awards yet.
- Insufficient Stock thus majority of subsidy funds are utilized in apartments across county or underutilized.

**Homekey Application  
– Triangle Courtyard  
24 to 48 units**

**Homekey Application  
– Stardust Studios  
20 units**

**Upcoming Opportunity  
No Place Like Home/  
WPC/ HHAP – Project**

Apartments available  
to general public

**Existing Permanent  
Housing Units:**  
KCAO = 12 units  
Champions (Grace  
Homes)= 8 Units

**Housing Subsidies programs without specific associated housing stock (for Transitional or Permanent Housing):**

1. CW Housing Support Program (FY 19/20 – 138 families served)
2. CW Homeless Assistance
3. CPS Brining Families Home (FY 19/20 – 24 families served )
4. **Housing Assistance for Needy Adults (HANA) (11 single adults/couples) – BOS item 9/22/20**
5. **Transitional Housing Program (subsidies for Former Foster Youth - \$74,135) – new program**
6. Salvation Army Rapid Rehousing Program
7. ACT program (FY 20/21 capacity = 41 individuals)
8. 100 day youth challenge (48 vouchers)
9. Tenant Protection Vouchers for Foster Youth (10 vouchers)
10. Kings View Full Service Partnership (mental health services and supports that may include housing for some – FY 20/21 capacity = 88)



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM September 29, 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 December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public  
(Cont'd)

**BOARD ACTION:**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **NOVEL CORONAVIRUS 2019 COUNTY UPDATE**

**September 29, 2020**

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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, and an update will be provided to the Board.