

**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, October 13, 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/BKvoliyA6Rs> or go to [www.countyofkings.com](http://www.countyofkings.com) and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to either [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us). To submit such comments by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230

To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us) for a phone number, access code and meeting link.

- I. 9:00 AM CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION – Robert Needham – Kings County Sheriff's Chaplain**  
**PLEDGE OF ALLEGIANCE**
- II. UNSCHEDULED APPEARANCES**  
*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.*



- III. **APPROVAL OF MINUTES**  
A. Approval of the minutes from the October 6, 2020 regular meeting.

- IV. **CONSENT CALENDAR**  
A. **Public Works Department:**  
Consider accepting the dedication for In-Lieu Parcel Map 20-02 (Alan R. Asdoorian and Lora Asdoorian) into the County Maintained Mileage.  
B. **Sheriff's Office:**  
1. Consider:  
a. Approving a grant Agreement with the California Department of Parks and Recreation for the Boating Safety and Enforcement Equipment Grant; and  
b. Adopting the budget change. **(4/5 vote required)**  
C. **Administration/California Public Finance Authority:**  
Consider adopting a Resolution approving the tax-exempt financing and the issuance of the bonds by the by the California Public Finance Authority for Crossroads Christian Schools of Corona.

- V. **REGULAR AGENDA ITEMS**  
A. **County Counsel – Lee Burdick**  
**Agriculture Department – Jimmy Hook**  
Consider introducing and waiving the first reading of an Ordinance adding Article XI to Chapter 14 of the County Code of Ordinances regarding the ongoing regulations for industrial hemp cultivation in unincorporated areas of Kings County.  
B. **Public Health Department – Edward Hill/Nancy Gerking**  
1. Consider authorizing the Chairman to sign the Fiscal Year 2020-2021 Maternal, Child and Adolescent Health Agreement Funding Application.  
2. Consider authorizing the Chairman to sign the Agreement with K.W.P.H. Enterprises dba American Ambulance for the provision of exclusive emergency ambulance and paramedic ambulance services to continue effective November 1, 2020.  
3. Consider adopting a Resolution recognizing October 2020 as Breast Cancer Awareness month in Kings County.  
C. **Fire Department – Bill Lynch/Amanda Verhaege**  
1. Consider:  
a. Authorizing the Chairman to sign an Agreement for fire services with the City of Corcoran; and  
b. Adopting the budget change. **(4/5 vote required)**  
2. Consider:  
a. Encouraging county agencies, businesses, and members of the public to register to participate in the Great ShakeOut drill and to prepare for emergencies in the County of Kings; and  
b. Adopting a Resolution of support for the Great California ShakeOut that works towards becoming a safer community.  
D. **Public Works Department – Kevin McAlister/Dominic Tyburski**  
Consider authorizing the Chairman to sign the Notice of Completion for the Congestion Mitigation and Air Quality Program – Seal of Various Kings County Roadways Project.  
E. **Elections Department – Lupe Villa**  
Receive an update on the November 3, 2020 general election.



**F. 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.
- c. Receive direction from the Board on placements of two 10 x 20 banners for the “I Mask Campaign”.

**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 will be held on October 20, 2020, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

October 20	9:00 AM	Regular Meeting
October 27	9:00 AM	Regular Meeting
November 3	9:00 AM	Regular Meeting
November 10	9:00 AM	Regular Meeting
November 17	9:00 AM	Regular Meeting
November 24	9:00 AM	Regular Meeting

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

**Board Members**

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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, October 6, 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 – Chairman Doug Verboon**  
**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.*



**Lupe Villa, Registrar of Voters stated that over 57,293 ballots were mailed out on October 5, 2020 to Kings County voters and gave an update on what measures and processes are in place for the November 3, 2020 General Election.**

**Supervisor Valle asked the Registrar of Voters to place an item on the agenda for the next few weeks to update the Board and the public on what is happening with the election in Kings County. There was a consensus with the Board members to have an item placed on the Board's agenda leading up to the election.**

**Rebecca Campbell, County Administrative Officer stated that Regular item c is requested to be pulled from the agenda today.**

**Mary Gonzales-Gomez, Kings County resident stated her concerns for the Latino population being 66% of the positive COVID-19 cases for Kings County and hopes that the County can get mobile testing in the communities with the higher concentrations of farmworkers.**

**III. APPROVAL OF MINUTES**

- A. Approval of the minutes from the September 29, 2020 regular meeting.  
ACTION: APPROVED AS PRESENTED (CP, RF, JN, RV, DV-Aye)**

**IV. CONSENT CALENDAR**

**A. Community Development Agency:**

Consider authorizing the Chairman to sign the Agreement of Indemnification and Reimbursement of Extraordinary Costs between High Roller Dairy and the County dated August 19, 2020.  
**[Agmt 20-123]**

**B. Human Resources:**

Consider approving the revised job specification retitled from Detentions Commander to Detentions Captain, with no change in salary.

**C. Library:**

1. Consider:

- a. Authorizing the Kings County Library to accept funds in the amount of \$25,000 from the California State Library to provide staff support, purchase books, and outreach materials; and
- b. Adopting the budget change. **(4/5 vote required)**

2. Consider:

- a. Authorizing the Kings County Library to accept funds in the amount of \$205,000 from the California State Library to purchase a mobile library, books, and outreach materials; and
- b. Adopting the budget change. **(4/5 vote required)**

**D. Public Works Department:**

1. Consider:

- a. Declaring 30 vehicles and 3 pieces of equipment as surplus; and
- b. Authorizing the Purchasing Manager to sell this surplus equipment at public auction.

**AT THE END OF THE MEETING THE PUBLIC WORKS DIRECTOR PROVIDED CLARIFICATION TO THE BOARD REGARDING A CLERICAL ERROR ON THE PRINTED VERSION OF THE AGENDA ITEM AND BY CONSENSUS THE BOARD ACCEPTED THE CHANGES.**

**E. Sheriff's Office:**

Consider approving an Agreement with Stacie Myers for aircraft hangar space at the Hanford Municipal Airport. **[Agmt 20-124]**

**F. Administration:**

Consider denying the claim for damages filed by John Hastrup, on behalf of his client, Edward Martin.

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



V.

**REGULAR AGENDA ITEMS**

**A. Community Development Agency – Greg Gatzka/Chuck Kinney**

Consider accepting the monthly report of the Planning Commission's action from their October 5, 2020 meeting.

**INFORMATION ONLY- NOA**

**B. University of California Cooperative Extension – Karmjot Randhawa/Rochelle Mederos**

Consider adopting a Resolution proclaiming October 4-10, 2020 as 4-H Week in Kings County.

**[Reso 20-068]**

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

**C. Public Works Department – Kevin McAlister/Dominic Tyburski**

Consider authorizing the Chairman to sign the Notice of Completion for the Congestion Mitigation and Air Quality Program – Seal of Various Kings County Roadways Project.

**ITEM WAS PULLED AND WILL BE PLACED ON A FUTURE AGENDA**

**D. Public Health Department – Edward Hill/Nancy Gerking**

1. Consider:

- a. Authorizing the Chairman to sign the Valley Children's Hospital CareLink Agreement for Access to Protected Health Information; and **[Agmt 20-125]**
- b. Authorizing the Public Health Director to sign the Valley Children's Hospital CareLink Agreement for Access to Protected Health Information.

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

**E. 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 NO OFFICIAL ACTION WAS TAKEN**

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).*

**Supervisor Valle stated that he met with representatives for American Ambulance on September 30, 2020, had a phone meeting with Lupe Villa, Registrar of Voters regarding drop boxes for ballots, spoke at the groundbreaking for the new Sheriff's Office on October 5, 2020 and stated that he was able to hand out three \$100 cards in Corcoran to residents wearing a mask and two \$100 cards to residents in Home Garden on October 3, 2020 for the Mask Up Central Valley campaign.**

**Supervisor Pedersen stated that he had meetings with staff to assist a constituent with a friend that was homeless and wanting to get help on October 2, 2020 and thanked the staff for getting the individual into a facility.**

**Supervisor Fagundes stated that he participated in the Kings County Housing Authority meeting and the Kings Waste & Recycling Authority meetings on September 30, 2020.**



Supervisor Neves stated that he participated in the Kings Waste & Recycling Authority meeting on September 30, 2020 and will participate in the MidValley Disposal on October 14, 2020, participated in the California Behavioral Health Board meeting and a Human Resources webinar on teleworking.

Supervisor Verboon stated that he attended the San Joaquin Valley Water Infrastructure Authority on October 1, 2020, stated that he's in the middle of harvesting walnuts, participated in a call with Public Health Director, Ed Hiill and County Administrative Officer, Rebecca Campbell on October 2, 2020 to discuss the new Matrix for COVID-19 attestation. He congratulated the Sheriff on his groundbreaking and thanked Sheriff Dave Robinson, Supervisor Richard Valle, Assemblymember Rudy Salas, CrisCom company and the Board of Supervisors for all the work on getting the money for the new Sheriff's Operation building.

- ◆ Board Correspondence: None
- ◆ Upcoming Events: Rebecca Campbell stated that the Public Safety Appreciation Luncheon will be held on October 23, 2020, the General Election will take place on Tuesday, November 3, 2020 and the CSAC Annual Meeting, online meeting from November 12-19, 2020.
- ◆ Information on Future Agenda Items: Rebecca Campbell stated that Administration - COVID-19 update, County Counsel/Ag Comm. – Hemp Ordinance – establishing ongoing regulations for industrial hemp cultivation, Public Works – In-lieu parcel map dedication, Sheriff's Office – Grant agreement with the CA Dept. of Parks and Recreation for boating safety & enforcement equipment, Fire Department – Addendum to Corcoran Fire Services agreement, Health – FY 20/21 Maternal Child Adolescent Health Agreement Funding Application, Elections – update on General Election, Health Department – Agreement for emergency medical services provider for emergency ambulance services and paramedic support.

Supervisor Valle asked staff to look at updating the standard language on the COVID-19 update to specifically state what is going to be discussed or requested to be approved. Discussion occurred between the Board, staff and Counsel and it was determined that if staff is aware of specific items in time for the agenda preparation they will be listed on the agenda item.

Supervisor Neves stated that he would like to see Breast Cancer awareness month recognized and earthquake preparedness promoted for October 2020. The Board by consensus requested both items to be brought back on a future agenda.

**VII. ADJOURNMENT**

The next regularly scheduled meeting will be held on October 13, 2020, at 9:00 a.m.

**VIII. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING**

***FUTURE MEETINGS AND EVENTS***

October 13	9:00 AM	Regular Meeting
October 20	9:00 AM	Regular Meeting
October 27	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 October 13, 2020

**SUBMITTED BY:** Public Works Department – Kevin McAlister  
**SUBJECT:** IN-LIEU PARCEL MAP 20-02 DEDICATION

### **SUMMARY:**

#### **Overview:**

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

#### **Recommendation:**

**Accept the dedication for In-Lieu Parcel Map 20-02 (Alan R. Asdoorian and Lora Asdoorian) into the County Maintained Mileage.**

#### **Fiscal Impact:**

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

### **BACKGROUND:**

The owners of the parcel to be subdivided, (Alan R. Asdoorian and Lora Asdoorian) were required to dedicate additional right-of-way along the frontage of 6<sup>th</sup> Avenue as a condition of approval of this land division, to minimum 33 foot half-width required by the Improvement Standards. This land division, located on 6<sup>th</sup> Avenue north of Chico Avenue, for the purpose of a farm home retention.

**BOARD ACTION:**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 13, 2020

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

**SUBJECT:** GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PARKS  
AND RECREATION

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office requests the Chairman of the Board of Supervisors to sign an agreement with the California Department of Parks and Recreation for the Boating Safety and Enforcement Equipment Grant.

**Recommendation:**

- a) Approve a grant agreement with the California Department of Parks and Recreation for the Boating Safety and Enforcement Equipment Grant; and
- b) Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

There is no impact to the General Fund. The grant is for equipment for the Kings County Sheriff's Office Boating Enforcement/Water Rescue Unit. The total grant agreement is for \$18,330 to purchase four hazmat dry suits and a diver communication system.

**BACKGROUND:**

For the 2020 Boating Safety and Enforcement Equipment (BSEE) grant, the Kings County Sheriff's Office Boating Enforcement/Water Rescue Unit is requesting two items that are needed to ensure the overall safety and efficiency of our personnel while engaged in diving operations. We are requesting to use the funds for four (4) hazmat rated diving dry suits costing \$7,790. Currently our Boating Enforcement/Water Rescue unit conducts a

(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**

### **GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**

**October 13, 2020**

**Page 2 of 2**

majority of “In-Water” diving operations without the use of hazmat rated diving dry suits. This includes diving missions involving the removal of drowned bodies who are recovered in various stages of bodily decomposition. In addition, our unit operates in the central valley of California where there is a heavy agricultural industry present. Due to this, there are any number of scenarios that would require our divers to enter water environments that contained potentially toxic levels of chemicals, fertilizers, and/or other biological pathogens. Some of these environments would be agricultural canals, agriculture ponding basins and reservoirs, natural flowing rivers such as the Kings River, as well the California aqueduct which runs through Kings County. We are also requesting to use the funds for a 4-wire rope communication system costing \$10,540. A 4-wire rope communication system will allow the diver to not only have the safety of being tethered, but will also allow divers to have direct and continuous contact with surface support personnel to include a second and third diver who will be also tethered to the system at the same time. Additionally, surface support personnel and the second and third divers will be able to immediately intervene in the event of an underwater emergency or other event that may compromise the diver’s safety.

The Agreement has been reviewed and approved by County Counsel.

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

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

**(A) New Appropriation**

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff - Operations	Capital Assets	100000	222000	94000	10,540
General Fund	Sheriff - Operations	Maint - Equipment	100000	222000	92019	7,790
<b>TOTAL</b>						<b>\$18,330</b>

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff Operations	St Aid – Boats/Water	100000	222000	85080	18,330
<b>TOTAL</b>						<b>\$18,330</b>

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
<b>TOTAL</b>						

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
<b>TOTAL</b>						

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

Sheriff's Office was awarded new grant for fixed asset & equipment to be funded from St. Dept of Parks – Boats & Waterways.

Dept. of Finance Approval \_\_\_\_\_ Department Head  \_\_\_\_\_

Administration Approval \_\_\_\_\_ Board Approval \_\_\_\_\_

BOS meeting date: \_\_\_\_\_

State of California – Natural Resources Agency  
 DEPARTMENT OF PARKS AND RECREATION  
 DIVISION OF BOATING AND WATERWAYS

**GRANT AGREEMENT**

**GRANTEE:** County of Kings  
**GRANT TITLE:** Boating Safety and Enforcement Equipment Grant - FY 2020 / 21  
**GRANT NUMBER:** C20L0608  
**GRANT AMOUNT:** 18,329.84

**GRANT AGREEMENT TERM:** Date Fully Executed\* through fifteen (15) years.

**GRANT PERFORMANCE PERIOD:** Date Fully Executed\* through one (1) year.

The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of the Department of Parks and Recreation, and pursuant to the State of California agrees to fund the total state grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

Exhibit A Grant Terms and Conditions, Exhibit B General Terms and Conditions, Exhibit C Contractor Certification Clauses, Exhibit D Doing Business with California, Exhibit E Darfur Contracting Act, Exhibit F Recycled Content Certification, and Exhibit G Scope of Work/Budget (Application), are attached and made a part of and incorporated into the Grant Agreement.

This grant award is funded by the Sport Fish Restoration and Boating Trust Fund, administered by California Department of Parks and Recreation, Division of Boating and Waterways. The Federal FY 20 award, 3320FAS200106 to California; \$5,826,180.

Grantee: County of Kings Address: 1400 W Lacey Blvd, Hanford, CA 93230 Name of Authorized Representative: Title of Authorized Representative: Authorized Signature: Date: Name of Project Representative: Phone: Email:	Agency: Department of Parks and Recreation Division of Boating and Waterways ATTN: Johanna Naughton Address: One Capitol Mall, Suite 500 Sacramento, CA 95814 Authorized Signature: Printed Name: Keren Dill Title: Staff Services Manager II Date:
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**CERTIFICATE OF FUNDING  
(FOR STATE USE ONLY)**

**GRANTEE:** County of Kings

**THE TERM OF THIS AGREEMENT IS:** Date Fully Executed\* through fifteen (15) years.

**GRANT TITLE:** LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM

**GRANT NUMBER:** C20L0608

**PURCHASE ORDER NUMBER:**

CONTRACT NO C20L0608	AMENDMENT NO	SUPPLIER ID 0000004874		PROJECT NO 379065600200
AMOUNT ENCUMBERED BY THIS DOCUMENT \$18,329.84	FUND DESCRIPTION Federal Trust Fund #0890		AGENCY BILLING CODE NO 032011	
REPORTING STRUCTURE 37900706	ITEM 3790-101-0890	CHAPTER 6	STATUTE 20	FISCAL YEAR 2020/21
BUSINESS UNIT 3790	INDEX 1706	OBJECT CODE 702	ACTIVITY CODE 68452	ACCOUNT 5432000
T.B.A. NO	<i>I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.</i>			
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE		DATE	

**BOATING SAFETY  
AND  
ENFORCEMENT ENFORCEMENT  
GRANT AGREEMENT**

**County of Kings  
C20L0608**



**State of California  
Department of Parks and Recreation  
Division of Boating and Waterways**

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**EXHIBIT A**  
**GRANT TERMS AND CONDITIONS**

**1. DEFINITIONS**

- A. **"DEPARTMENT"**: The Department of Parks and Recreation, Division of Boating and Waterways (DBW).
- B. **"EFFECTIVE DATE"**: The date the GRANT AGREEMENT face page is signed by the DEPARTMENT'S accounting officer.
- C. **"EQUIPMENT"**: Boating-specific equipment or other support equipment used to implement or conduct boating safety and boating law enforcement activities. EQUIPMENT may also include PATROL BOAT.
- D. **"GRANT"**: Funds provided by the DEPARTMENT, from the Federal Recreational Boating Safety (RBS) Grant, to the GRANTEE to finance all or part of the PURCHASE COSTS for items that assist in meeting the purposes of the Boating Safety Equipment and Enforcement (BSEE) and RBS programs.
- E. **"GRANT AGREEMENT"**: The contract to which these grant terms and conditions are attached.
- F. **"GRANTEE"**: The person or entity identified as the Grantee on the face page of the Agreement.
- G. **"GRANTEE FUNDS"**: Any funds provided by the GRANTEE for the purchase or operation and maintenance of the EQUIPMENT/PATROL BOAT.
- H. **"PATROL BOAT"**: A DEPARTMENT approved, heavy aluminum or fiberglass, equipped boat [with or without trailer and/or outboard motor] purchased for use in boating safety and law enforcement activities.
- I. **"PURCHASE COSTS"**: Those costs incurred by the GRANTEE in purchasing the EQUIPMENT/PATROL BOAT; such PURCHASE COSTS shall not include any operation or maintenance costs, nor any costs incurred prior to the EFFECTIVE DATE of this GRANT, nor any indirect or overhead costs claimed by the GRANTEE.

**2. GENERAL**

- A. This GRANT AGREEMENT shall not exceed the amount specified in this GRANT AGREEMENT and shall be used for the purchase of EQUIPMENT and/or PATROL BOAT for Boating Safety and Enforcement activities in accordance with all Exhibits incorporated and referenced herein.
- B. The term of this GRANT AGREEMENT shall begin on the EFFECTIVE DATE of the GRANT AGREEMENT and shall continue for FIFTEEN [15] YEARS from such date unless terminated in accordance with the terms and conditions of this GRANT AGREEMENT.
- C. No amendment or variation of the terms of this GRANT AGREEMENT shall be valid unless made in writing and signed by an authorized representative of the DEPARTMENT and the GRANTEE. Oral understandings are not binding on any of the parties.
- D. EQUIPMENT/PATROL BOAT purchase shall be completed no later than August 31, 2021.
- E. GRANTEE hereby certifies that the obligations created by this GRANT AGREEMENT



do not violate the provisions of Sections 1090 to 1096 of the Government Code.

- F. This GRANT AGREEMENT is not fully executed until signed by the last required signature which is the DEPARTMENT'S Accounting Officer. Grantee may not go out to bid until GRANT AGREEMENT is fully executed and equipment specifications and cost estimates have been approved in writing by the DEPARTMENT.
- G. GRANTEE hereby certifies that during the performance of this GRANT AGREEMENT, GRANTEE and any sub-grantees shall fully comply with State regulations regarding the implementation of Disabled Veteran business participation goals as set forth in **Disabled Veteran Business Enterprise Participation Requirements, Recycling Certification and, Contractor Certification Clauses.**
- H. GRANTEE shall continue with the responsibilities of this GRANT AGREEMENT during any dispute.
- I. GRANTEE acknowledges that failure to perform the duties and responsibilities under this grant may negatively impact the DEPARTMENT'S consideration of future grant applications for up to three (3) years.
- J. **Subvention agencies:** GRANTEES participating in the DEPARTMENT'S Subvention Financial Aid Program certifies that failure to fully spend subvention funding in the prior fiscal year will cause a negative impact in the DEPARTMENT'S consideration of future grant applications for up to three (3) years.
- K. **Annual Reports:** Grantee shall submit an Annual Report beginning August 31st, 2021 and each and every year by August 31 for the term of this agreement (15 years). Reports shall include maintenance records, number of hours BSEE equipment is used, additional equipment or modifications of any equipment or patrol boats, any loss or damage to equipment or patrol boat.
- L. GRANTEE is required to participate in at least one (1) outreach event per year, such as Operation Dry Water, to conduct boating under the influence (BUI) check-points and educate boaters on the importance of boating sober.
- M. GRANTEE shall submit accident reports to DBW within 30 days of responding to a boating accident in waterbodies within GRANTEE'S area of responsibility.
- N. GRANTEE, representatives, agents or employees shall not act or represent themselves as officers, employees or agents of the DEPARTMENT in the performance of this GRANT AGREEMENT.

**3. PAYMENT PROVISIONS AND DISBURSEMENT OF GRANT**

- A. Reimbursements must be requested on GRANTEE'S official agency letterhead and include:
- Amount requested in reimbursement
  - GRANT AGREEMENT number
  - Statement of acceptance of the vessel or equipment as meeting DBW's approved specifications
  - Certification that you complied with all procurement procedures outlined this agreement;
  - Name of payee and address where payment is to be sent
  - Location of performance (where the equipment will be used)
  - Entity's congressional district and DUNS
  - Signature of the person authorized in the resolution or minute order to

execute the agreement

- Copies of brand name, description, make, model and serial number
- Proof of payment for purchase including invoices showing cost and sales tax
- For all motorized vessels: Department of Motor Vehicle (DMV) proof showing the DEPARTMENT as the legal owner and GRANTEE as the registered owner
- Certificate of Origin for all PATROL BOATS and trailers.

- B. GRANTEE shall request grant reimbursements no later than September 30, 2021 by mailing one (1) complete reimbursement request package to:

DBW  
Attn: BSEE Grant Manager  
1 Capitol Mall #500  
Sacramento, CA 95814

Or by emailing (1) complete reimbursement request to the DBW assigned grant manager.

- C. No funds shall be reimbursed for purchases made prior to the EFFECTIVE DATE of this agreement.
- D. The DEPARTMENT shall have no obligation to disburse the GRANT unless and until the GRANTEE obtains the prior written approval by the DEPARTMENT of the type and cost of the EQUIPMENT/PATROL BOAT.
- E. The DEPARTMENT will disperse the grant to the GRANTEE in arrears for the approved PURCHASE COST of the EQUIPMENT/PATROL BOAT
- F. The DEPARTMENT may withhold any grant disbursement if the GRANTEE fails to comply with any of the provisions of this GRANT AGREEMENT.

**4. EQUIPMENT/PATROL BOAT OWNERSHIP**

The DEPARTMENT shall be the legal owner of the EQUIPMENT/PATROL BOAT. The GRANTEE shall be the registered owner of PATROL BOAT or any other registered vessels purchased with GRANT FUNDS. The GRANTEE shall not assign, mortgage, hypothecate or transfer its interest in the EQUIPMENT/PATROL BOAT without the prior written approval of the DEPARTMENT.

**5. OPERATION AND MAINTENANCE OF EQUIPMENT/PATROL BOAT**

- A. The GRANTEE shall use the EQUIPMENT/PATROL BOAT for the purpose of promoting recreational boating safety and boating law enforcement and shall keep the EQUIPMENT/PATROL BOAT available for search and rescue operations and other projects or programs supported by the federal government provided that such use will not interfere with the program for which it was acquired (CFR 200.313.c.2)
- B. The GRANTEE shall be responsible for the costs of operating and maintaining the EQUIPMENT/PATROL BOAT for fifteen (15) years from EFFECTIVE DATE of this GRANT AGREEMENT; the DEPARTMENT shall not be liable for such costs.
- C. The GRANTEE shall maintain the EQUIPMENT/PATROL BOAT in good repair according to all manufacturer recommendations and shall make all repairs necessary to keep EQUIPMENT/PATROL BOAT functioning through the term of the GRANT AGREEMENT.
- D. The GRANTEE, at its own expense, agrees to replace the EQUIPMENT/PATROL BOAT if it is destroyed or rendered useless prior to the expiration of this GRANT AGREEMENT.

- E. GRANTEE shall submit maintenance records to the DEPARTMENT with each annual report.
- F. The GRANTEE shall seek DEPARTMENT approval for the purchase and installation of additional equipment or modifications to any registered vessel purchased with grant funds. Complete and accurate records of all such modifications shall be reported to the DEPARTMENT in the GRANTEE'S annual report and made available to the DEPARTMENT or authorized representative for inspection upon request.
- G. Each GRANTEE shall report to the DEPARTMENT loss or damage to any equipment purchased with grant funds within 30 days of occurrence.
- H. Each GRANTEE shall ensure that any PATROL BOAT/EQUIPMENT purchased with grant funds is operated solely by qualified Boating Safety and Boating Law Enforcement Officers. Operators must fully comply with GRANTEE'S documented training and certification requirements to be deemed qualified, which shall include, at a minimum, receipt of a California Boater Card.
- I. GRANTEE shall obtain prior DBW approval before submitting requests for modification or survey of a grant-funded PATROL BOAT/EQUIPMENT to California Department of General Services (DGS).

**6. TERMINATION OF GRANT AGREEMENT**

- A. Either DEPARTMENT or GRANTEE may unilaterally terminate this GRANT AGREEMENT if a material breach of the GRANT AGREEMENT is made by the other; such termination shall become effective NINETY [90] DAYS following the date of receipt by either the DEPARTMENT or the GRANTEE of a written notice of termination from the party initiating the termination.
- B. The GRANTEE may terminate this GRANT AGREEMENT if the GRANTEE becomes financially or legally unable to comply with the terms and conditions of this GRANT AGREEMENT; such termination shall become effective NINETY [90] DAYS following receipt by the DEPARTMENT of a written notice of termination from the GRANTEE.
- C. The DEPARTMENT may terminate this GRANT AGREEMENT immediately and be relieved of any payments should the legislative body of the GRANTEE fail to appropriate GRANTEE FUNDS for purchase costs, if required, or if the GRANTEE fails to perform the requirements of this Agreement at the time and in the manner herein provided; such termination to become effective upon receipt by the GRANTEE of a written termination notice from the DEPARTMENT.

**7. REVERSION OF EQUIPMENT/PATROL BOAT TO DEPARTMENT**

If EQUIPMENT/PATROL BOAT is no longer needed or this GRANT AGREEMENT is terminated prior to the expiration of the term of the GRANT AGREEMENT:

- A. The GRANTEE shall deliver the fully functioning EQUIPMENT/PATROL BOAT to the DEPARTMENT for reassignment and shall execute any document necessary to effect appropriate changes in pertinent public records; the reversion of registered title is hereby declared to be in addition to, and not in lieu of, any other remedies for breach of this GRANT AGREEMENT which may be available to the DEPARTMENT.
- B. The GRANTEE shall be prohibited from receiving DEPARTMENT BSEE Grants for a period of three (3) years if EQUIPMENT/PATROL BOAT is not fully functional at time of termination.

**8. LIABILITY**

- A. The GRANTEE waives all claims and recourse against the DEPARTMENT, including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this GRANT AGREEMENT.
- B. GRANTEE agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this GRANT AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by GRANTEE in the performance of this Agreement. GRANTEE warrants, represents and agrees that it and its subgrantees, subcontractors, employees and representatives shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this GRANT AGREEMENT.
- C. If the DEPARTMENT is named as a co-defendant, the GRANTEE shall notify the DEPARTMENT and represent it unless the DEPARTMENT elects to represent itself. If the DEPARTMENT undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

**9. WAIVER OF RIGHTS**

It is the intention of the parties hereto that from time to time either party may waive certain of its rights under this GRANT AGREEMENT. Any waiver at this time by either party hereto of its rights with respect to a default or any other matter arising in connection with this GRANT AGREEMENT shall not be deemed to be a waiver with respect to any other default or matter.

**10. REMEDIES NOT EXCLUSIVE**

The use by either the DEPARTMENT or GRANTEE of any remedy specified in this GRANT AGREEMENT for the enforcement of this GRANT AGREEMENT is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

**11. OPINIONS AND DETERMINATIONS**

Where the terms of GRANT AGREEMENT provide for action to be based upon the opinion, judgment, approval, review, or determination of either the DEPARTMENT or GRANTEE, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**12. PROCUREMENT PROCEDURES**

- A. The GRANTEE must use procurement procedures that reflect applicable State and local public procurement laws and regulations, provided that the procedures conform to applicable Federal law and the standards identified in 2 CFR §200.318.

**There shall be no changes, corrections, modifications or exceptions to DEPARTMENT approved specifications without advance written approval by the DEPARTMENT.** Procurement procedures used by the GRANTEE must conform to State law and regulations regarding **Disabled Veteran Business Enterprise Participation Requirements, Recycling Certification, AND CONTRACTORS CERTIFICATION CLAUSES.** The GRANTEE is responsible, in its sole discretion, for the review of all bids for compliance.

- B. Procurement for boats and other registered vessels must be conducted using Invitation for Bid and must adhere to the specific procurement standards identified by GRANTEE'S governing board regarding advertising, adequate purchase descriptions,

sealed bids, and public openings.

**C. EQUIPMENT AND ELECTRONICS PROCUREMENT PROCEDURES:**

Grantee must obtain at least three (3) bids or rate quotations from qualified sources for each item that has a unit cost of \$10,000 or more. The bids may be obtained over the phone, but must be verified with written documentation from the vendor, and must include the make, model, size, name of vendor, date, and cost of item.

**D. DEPARTMENT REVIEW**

- (1) GRANTEE must submit to the DEPARTMENT proposed technical specifications of PATROL BOATS and other registered vessels for review and approval prior to solicitation of bids.
- (2) Grantees and sub-grantees must make available on request to the DEPARTMENT procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. and must retain such documents for four years after equipment acquisition for auditing purposes.

**13. DISPOSITION OF EQUIPMENT/PATROL BOAT**

**In accordance with 2 CFR 200.313 e.1 and 2**, upon completion of the term of the grant agreement, GRANTEE may continue to use EQUIPMENT/PATROL BOAT if needed. If EQUIPMENT/PATROL BOAT is no longer needed, an assessment must be done to establish the per-unit fair-market value. If the per-unit fair-market value is \$5,000 or less, EQUIPMENT/PATROL BOAT may be retained, sold, or otherwise disposed of by the GRANTEE with no further obligation to the DEPARTMENT. If the per-unit fair-market value exceeds \$5,000, GRANTEE must deliver equipment to the California Department of General Services (DGS) for sale at auction. Prior to delivering equipment to DGS, GRANTEE must receive approval from the DEPARTMENT to request that DGS complete an OFA6. Once DGS has completed the OFA6, GRANTEE will submit the OFA6 to the DEPARTMENT with an official letter requesting to surrender the vessel. The DEPARTMENT will provide the GRANTEE with an OFAM27 and instructions for delivering the EQUIPMENT/PATROL BOAT to auction via email. GRANTEE will deliver the EQUIPMENT/PATROL BOAT and OFAM27 to the auction as instructed by the DEPARTMENT. GRANTEE shall have the OFAM27 signed at the auction and shall return the signed OFAM27 to the DEPARTMENT.

**14. DISPOSITION OF PROCEEDS FROM SALE OF EQUIPMENT INSTALLED AND PARTIALLY FUNDED EQUIPMENT**

If the GRANTEE has contributed funding in excess of the GRANT to the PURCHASE COSTS of the **EQUIPMENT/PATROL BOAT**, and in the event of a sale of the EQUIPMENT/PATROL BOAT after the expiration or termination of this GRANT AGREEMENT or the reversion of the EQUIPMENT/PATROL BOAT to the DEPARTMENT, then the proceeds of the EQUIPMENT/PATROL BOAT sale shall be distributed between the DEPARTMENT and the GRANTEE in proportion to their respective contributions of the PURCHASE COSTS, e.g.: if the PURCHASE COSTS totaled \$100,000 and the GRANT contribution amounts to \$60,000, then the DEPARTMENT would receive 60 percent of the EQUIPMENT/PATROL BOAT sale proceeds and the GRANTEE would receive 40 percent.

**15. FEDERAL TERMS, CONDITIONS AND REGULATIONS**

This GRANT is funded by the Federal Recreational Boating Safety (RBS) Grant and as such, GRANTEE shall comply with all the governing regulations, namely 2 CFR 200. The most applicable of which have been included here for reference. For clarity, "Non-federal entity" shall be understood to be "DEPARTMENT" and "Award" shall be understood to be "GRANT".

GRANTEES are subject and must adhere to the provisions set forth in the 2020 DHS Standard Terms and Conditions which are available online at: [https://www.dhs.gov/sites/default/files/publications/fy20\\_dhs\\_standard\\_terms\\_and\\_conditions\\_v10.1\\_dated\\_12-31-2019.pdf](https://www.dhs.gov/sites/default/files/publications/fy20_dhs_standard_terms_and_conditions_v10.1_dated_12-31-2019.pdf) and made a part of this agreement by reference. GRANTEES are subject to and must adhere to the regulations set forth in the 2 CFR 200 available online at: <https://www.govinfo.gov/content/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf> and made a part of this agreement by reference.

**16. COMPLIANCE WITH LAW, REGULATION AND POLICY**

It is understood and agreed that the Grantee shall comply with all applicable laws and regulations of the State of California, U.S. Coast Guard Code of Federal Regulations: 2 CFR identified in section §§ 200.318 General Procurement standards through 200.326 Contract provisions, 50 CFR 80 and 50 CFR 85, Equal Opportunity (41 CFR 60-1.4(b)), Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), Copeland "Anti-Kickback" Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" (37 CFR Part 401), Clean Air Act (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbying amendment (31 U.S.C. 1352) and all policies of DBW.

**A. MANDATORY DISCLOSURES**

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

**B. ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTION**

This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.

Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

The recipient shall insert this clause, including this paragraph, in all subawards and in contracts over the simplified acquisition threshold related to this award.

**C. *Federally assisted construction Grants.*** Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification

thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this grant, the grantee agrees to sections i-vii below:

**Government contracts.** Except as otherwise provided, each granting agency shall include the following Equal Opportunity clause contained in section 202 of the order in each of its Government grants (and modifications thereof if not included in the original grant):

During the performance of this grant, the grantee agrees to sections i-vii below:

- i. The grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. The grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the granting officer setting forth the provisions of this nondiscrimination clause.
- ii. The grantee will, in all solicitations or advertisements for employees placed by or on behalf of the grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency granting officer, advising the labor union or workers' representative of the grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the granting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the grantee's non-compliance with the nondiscrimination clauses of this grant or with any of such rules, regulations, or orders, this

grant may be canceled, terminated or suspended in whole or in part and the grantee may be declared ineligible for further Government grants in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- vii. The grantee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The grantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the grantee may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the grant.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction grants or contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon grantees and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

- I. *Incorporation by reference.* The equal opportunity clause may be



incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

- II. *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

**Adaptation of language.** Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

## EXHIBIT B

### General Terms and Conditions (GTC 04/2017)

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor /GRANTEE may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor/GRANTEE, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor/GRANTEE agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor/GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor//GRANTEE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor/GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

Contractor/GRANTEE agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all GRANTEES, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor/GRANTEE in the performance of this Agreement.

6. **DISPUTES:**

Contractor/GRANTEE shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor/GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor/GRANTEE under this Agreement and the balance, if any, shall be paid to the Contractor/GRANTEE upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor/GRANTEE, and the agents and employees of Contractor/GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or

employees or agents of the State.

**9. RECYCLING CERTIFICATION:**

The Contractor/GRANTEE shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor/GRANTEE and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor/GRANTEE shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor/GRANTEE and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

Contractor/GRANTEE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor/GRANTEE and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor/GRANTEE shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:**

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

The consideration to be paid Contractor/GRANTEE, as provided herein, shall be in compensation for all of Contractor's/GRANTEE'S expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**15. ANTITRUST CLAIMS:**

The Contractor/GRANTEE by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor/GRANTEE shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
  - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:**

For any Agreement in excess of \$100,000, the contractor/GRANTEE acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor/GRANTEE recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor/GRANTEE, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of \$200,000, the Contractor/GRANTEE shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

a. If for this Contract Contractor/GRANTEE made a commitment to achieve small business participation, then Contractor/GRANTEE must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

**20. LOSS LEADER:**

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

**EXHIBIT C**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed) County of Kings	Federal ID Number 94-6000814
By Authorized Signature:	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of Kings

**GRANTEE CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

18.10 Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:**

Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the agreement equal to the lessor of 30 multiplied by the

number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state agreement for legal services, and may be taken into account when determining the award of future contracts/agreements with the State for legal services.

**5. EXPATRIATE CORPORATIONS:**

18.40 Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

**7. DOMESTIC PARTNERS:**

For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

## EXHIBIT D

### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

**1. CONFLICT OF INTEREST:**

Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e)).

**2. LABOR CODE/WORKERS' COMPENSATION:**

Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

**3. AMERICANS WITH DISABILITIES ACT:**

Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**4. GRANTEE NAME CHANGE:**

An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said



amendment. Any changes of the Grantee's representative shall be notified to DBW within 30 days written notice on Grantee's letterhead.

**5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.  
  
Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

**6. RESOLUTION:**

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

**7. AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

**8. PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all Grantees that are not another state agency or other governmental entity.

## EXHIBIT E

### **Bid/Proposal Attachment regarding the Darfur Contracting Act of 2008**

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See # 2 on the sample Attachment).

The following sample Attachment may be included in an IFB or RFP to satisfy the Act’s certification requirements of bidders and proposers.

**Exhibit E - DARFUR CONTRACTING ACT**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

**Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3): YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED.**

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed)		Federal ID Number
County of Kings		94-6000814
By (Authorized Signature)		
Printed Name and Title of Person Signing		
,		
Date Executed	Executed in the County of	
	Kings	

**YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED**

**EXHIBIT F**  
**SUGGESTED LANGUAGE FOR RECYCLING CERTIFICATION**

State law requires that state contracts shall have Recycling Certification in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

**RECYCLED CONTENT CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Name and Title of Person Signing	Date Executed
Authorized Signature	Executed in the County of Kings
Title	Telephone Number
Legal Business Name County of Kings	Federal ID Number 94-6000814

The Contractor hereby certifies under penalty of perjury, that {min\_recycle\_pct} percent of the materials, goods, supplies offered, or products used in the performance of this contract meets the or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code. The Contractor may certify that the product contains zero recycled content.

**General**

**1 Applicant Information**

- a. Applicant Name County of Kings
- b. Organizational Unit Sheriff's Office
- c. Address 1400 W Lacey Blvd
- d. Address 2
- e. City Hanford State CA Zip 93230
- f. Federal ID Number 94-6000814 Reference No.
- g. Agency Type
  - City
  - County
  - State Agency
  - District

**2 Project Information**

- a. Project Name Misc. Equipment - 4-Wire Tethered Diver Communication System / Hazmat Dry Suits
- b. Is implementing agency same as Applicant  Yes  No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2020 End Date Sep-01-2021
- e. Amount of Funds Requested \$18,329.84 Project Cost \$18,329.84

**3 Contacts**

a. Project Administrator

Name	Cassandra Bakker				
Title	Financial Officer				
Mailing Address	1444 W Lacey Blvd				
City	Hanford	State	CA	Zip	93230
Telephone	(559) 852-2820			Fax	
E-mail Address	cassandra.bakker@co.kings.ca.us				

**1. Minimum Qualifications**

Attach a Letter of Intent as required by Title 14. A template letter is in the 'Show Documents' area.

[25582\\_0\\_761\\_KCSO Letter of Intent.pdf](#)

As a subcontractor for this federal grant award, your agency must be registered in the Federal System of Award Management (<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>) Your agency's registration must be current in that system at the time you submit your application.

Attach a screenshot showing your registration is active. (A sample screenshot is available in the 'Show Documents' area)

[25584\\_0\\_30\\_Kings County SAM Status.JPG](#)

1 a. Do you have an active Boating Safety / Boating Law Enforcement Patrol?  Yes  No

1 b. What training and/or authorization does your agency have to perform boating safety and boating law enforcement in your jurisdiction? The Kings County Sheriff's Offices' Boating Enforcement / WRU Unit is a law enforcement organization. The Sworn members of the Boating Enforcement/WRU are authorized to exercise peace officer powers pursuant to applicable state law (Penal Code § 830.1 et seq.) This includes enforcement of laws and regulations found in local & county municipal codes, Ca Penal Codes, CA Harbor & Navigation Codes, CA Vehicle Codes, etc. Members of the Boating Enforcement Unit / WRU are all certified public safety divers and have attended Boating and Waterways courses which include but to are not limited to, the Inland Operator Boating Course and BUI Investigation and Boating Accident Investigation courses.

1 c. Do you certify that you know you are required to submit all boating accidents as required in Section 656 of Harbors and Navigation Code for the 15-year grant term if awarded this grant? An agency's failure to submit a report may result in ineligibility of future grant funds for up to 5 fiscal years.  Yes  No

**1. California State Senate Districts**

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL ([http://www.legislature.ca.gov/legislators\\_and\\_districts/districts/districts.html](http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html)) in your browser to determine the State Senate district(s).

- State Senate 01     State Senate 02     State Senate 03     State Senate 04     State Senate 05
- State Senate 06     State Senate 07     State Senate 08     State Senate 09     State Senate 10
- State Senate 11     State Senate 12     State Senate 13     State Senate 14     State Senate 15
- State Senate 16     State Senate 17     State Senate 18     State Senate 19     State Senate 20
- State Senate 21     State Senate 22     State Senate 23     State Senate 24     State Senate 25
- State Senate 26     State Senate 27     State Senate 28     State Senate 29     State Senate 30
- State Senate 31     State Senate 32     State Senate 33     State Senate 34     State Senate 35
- State Senate 36     State Senate 37     State Senate 38     State Senate 39     State Senate 40

**2. California State Assembly Districts**

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL ([http://www.legislature.ca.gov/legislators\\_and\\_districts/districts/districts.html](http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html)) in your browser to determine the State Assembly district(s).

- State Assembly 01     State Assembly 02     State Assembly 03     State Assembly 04
- State Assembly 05     State Assembly 06     State Assembly 07     State Assembly 08
- State Assembly 09     State Assembly 10     State Assembly 11     State Assembly 12
- State Assembly 13     State Assembly 14     State Assembly 15     State Assembly 16
- State Assembly 17     State Assembly 18     State Assembly 19     State Assembly 20
- State Assembly 21     State Assembly 22     State Assembly 23     State Assembly 24
- State Assembly 25     State Assembly 26     State Assembly 27     State Assembly 28
- State Assembly 29     State Assembly 30     State Assembly 31     State Assembly 32
- State Assembly 33     State Assembly 34     State Assembly 35     State Assembly 36
- State Assembly 37     State Assembly 38     State Assembly 39     State Assembly 40
- State Assembly 41     State Assembly 42     State Assembly 43     State Assembly 44
- State Assembly 45     State Assembly 46     State Assembly 47     State Assembly 48
- State Assembly 49     State Assembly 50     State Assembly 51     State Assembly 52
- State Assembly 53     State Assembly 54     State Assembly 55     State Assembly 56
- State Assembly 57     State Assembly 58     State Assembly 59     State Assembly 60
- State Assembly 61     State Assembly 62     State Assembly 63     State Assembly 64
- State Assembly 65     State Assembly 66     State Assembly 67     State Assembly 68
- State Assembly 69     State Assembly 70     State Assembly 71     State Assembly 72
- State Assembly 73     State Assembly 74     State Assembly 75     State Assembly 76
- State Assembly 77     State Assembly 78     State Assembly 79     State Assembly 80

**3. California Congressional Districts**

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

- Congressional District 1     Congressional District 2     Congressional District 3
- Congressional District 4     Congressional District 5     Congressional District 6



Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Congressional District 7  | <input type="checkbox"/> Congressional District 8  | <input type="checkbox"/> Congressional District 9             |
| <input type="checkbox"/> Congressional District 10 | <input type="checkbox"/> Congressional District 11 | <input type="checkbox"/> Congressional District 12            |
| <input type="checkbox"/> Congressional District 13 | <input type="checkbox"/> Congressional District 14 | <input type="checkbox"/> Congressional District 15            |
| <input type="checkbox"/> Congressional District 16 | <input type="checkbox"/> Congressional District 17 | <input type="checkbox"/> Congressional District 18            |
| <input type="checkbox"/> Congressional District 19 | <input type="checkbox"/> Congressional District 20 | <input checked="" type="checkbox"/> Congressional District 21 |
| <input type="checkbox"/> Congressional District 22 | <input type="checkbox"/> Congressional District 23 | <input type="checkbox"/> Congressional District 24            |
| <input type="checkbox"/> Congressional District 25 | <input type="checkbox"/> Congressional District 26 | <input type="checkbox"/> Congressional District 27            |
| <input type="checkbox"/> Congressional District 28 | <input type="checkbox"/> Congressional District 29 | <input type="checkbox"/> Congressional District 30            |
| <input type="checkbox"/> Congressional District 31 | <input type="checkbox"/> Congressional District 32 | <input type="checkbox"/> Congressional District 33            |
| <input type="checkbox"/> Congressional District 34 | <input type="checkbox"/> Congressional District 35 | <input type="checkbox"/> Congressional District 36            |
| <input type="checkbox"/> Congressional District 37 | <input type="checkbox"/> Congressional District 38 | <input type="checkbox"/> Congressional District 39            |
| <input type="checkbox"/> Congressional District 40 | <input type="checkbox"/> Congressional District 41 | <input type="checkbox"/> Congressional District 42            |
| <input type="checkbox"/> Congressional District 43 | <input type="checkbox"/> Congressional District 44 | <input type="checkbox"/> Congressional District 45            |
| <input type="checkbox"/> Congressional District 46 | <input type="checkbox"/> Congressional District 47 | <input type="checkbox"/> Congressional District 48            |
| <input type="checkbox"/> Congressional District 49 | <input type="checkbox"/> Congressional District 50 | <input type="checkbox"/> Congressional District 51            |
| <input type="checkbox"/> Congressional District 52 | <input type="checkbox"/> Congressional District 53 |   |

4. County

Select one or more of the California Counties where the proposed project activities will occur.

- |                                       |  |                                      |   |                                     |   |
|---------------------------------------|--|--------------------------------------|---|-------------------------------------|---|
| <input type="checkbox"/> Alameda      | <input type="checkbox"/> Alpine        | <input type="checkbox"/> Amador      | <input type="checkbox"/> Butte            | <input type="checkbox"/> Calaveras  | <input type="checkbox"/> Colusa         |
| <input type="checkbox"/> Contra Costa | <input type="checkbox"/> Del Norte     | <input type="checkbox"/> El Dorado   | <input type="checkbox"/> Fresno           | <input type="checkbox"/> Glenn      | <input type="checkbox"/> Humboldt       |
| <input type="checkbox"/> Imperial     | <input type="checkbox"/> Inyo          | <input type="checkbox"/> Kern        | <input checked="" type="checkbox"/> Kings | <input type="checkbox"/> Lake       | <input type="checkbox"/> Lassen         |
| <input type="checkbox"/> Los Angeles  | <input type="checkbox"/> Madera        | <input type="checkbox"/> Marin       | <input type="checkbox"/> Mariposa         | <input type="checkbox"/> Mendocino  | <input type="checkbox"/> Merced         |
| <input type="checkbox"/> Modoc        | <input type="checkbox"/> Mono          | <input type="checkbox"/> Monterey    | <input type="checkbox"/> Napa             | <input type="checkbox"/> Nevada     | <input type="checkbox"/> Orange         |
| <input type="checkbox"/> Placer       | <input type="checkbox"/> Plumas        | <input type="checkbox"/> Riverside   | <input type="checkbox"/> Sacramento       | <input type="checkbox"/> San Benito | <input type="checkbox"/> San Bernardino |
| <input type="checkbox"/> San Diego    | <input type="checkbox"/> San Francisco | <input type="checkbox"/> San Joaquin | <input type="checkbox"/> San Luis Obispo  | <input type="checkbox"/> San Mateo  | <input type="checkbox"/> Santa Barbara  |
| <input type="checkbox"/> Santa Clara  | <input type="checkbox"/> Santa Cruz    | <input type="checkbox"/> Shasta      | <input type="checkbox"/> Sierra           | <input type="checkbox"/> Siskiyou   | <input type="checkbox"/> Solano         |
| <input type="checkbox"/> Sonoma       | <input type="checkbox"/> Stanislaus    | <input type="checkbox"/> Sutter      | <input type="checkbox"/> Tehama           | <input type="checkbox"/> Trinity    | <input type="checkbox"/> Tulare         |
| <input type="checkbox"/> Tuolumne     | <input type="checkbox"/> Ventura       | <input type="checkbox"/> Yolo        | <input type="checkbox"/> Yuba             |                                     |   |

**2. Citation Authority**

- 2 a. Number of Full-Time Boating Safety and/or Boating Law Enforcement Officers do you have? 0
- 2 b. Number of Part-Time Boating Safety and/or Boating Law Enforcement Officers do you have? 10
- How many hours per year do they work? 1,789
- Is this work seasonal or continuous? Continuous
3. Does your boating safety and enforcement unit have citation authority?  Yes  No
- If YES, Code # CA PC 830.1
- How many boating related citations did you have last year (2019)? 1
4. Does your boating safety and enforcement unit have arrest authority?  Yes  No
- If YES, Code # CA PC 830.1
- How many boating related arrests did you have last year (2019)? 1

5. How many outreach events did your agency participate in to promote boating safety education in 2019? Please list these events.

During 2019 the Kings County Sheriff's Offices' participated in fourteen (14) water safety events which are listed below:

- Meeting - Safe Kids Executive Meeting (Hanford, CA) 3/5/2019
- Boating Safety Special Event – Riverdale, CA 4/5/2019
- Safe Kids Day Water Demo - West Hills College 4/13/2019
- Boating Enforcement / Water Rescue Presentation – Riverdale Assembly of God 5/15/2019
- “Safe Kids” Executive Meeting 6/13/2019
- Water Safety Presentation – Armona Elementary School 7/27/2019
- Dive Demo/Boating Safety at Plunge for Rotary Club 9/21/2019
- Dive Team Water Safety Display Booth - LNAS Air Show 9/22/2019
- Dive Team Water Safety Display Booth - LNAS Air Show 10/3/2020
- Kettleman City Public Safety Event - 10/19/2020
- WRU Event - Lowe's Safety Day Booth - 10/23/2019
- Kit Carson Elementary Dive Booth/Water Safety - 10/25/2019
- Kids Event Water Safety - Hanford Chamber of Commerce 10/29/2019
- Red Ribbon Week Water Safety Presentation - Kings River Hardwick School 11/29/2019

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

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6. Jurisdiction Table

List All Waterbodies That Are In Your Jurisdiction and Fill in the Chart for Each

<b>Waterbody</b>	<b>Size (area)</b>	<b>Boating activities (fishing, watersports, paddlecraft, etc.)</b>	<b>How many hours/year is this waterbody patrolled by your agency. If seasonal, list active months</b>	<b>Do you share jurisdiction on this waterbody</b>	<b>If shared jurisdiction, list other agency(s)</b>
Kings River	22 Miles	Fishing, Boating, personal water craft, paddle craft, floating, swimming	May - October 1500 hrs	No	
California Aqueduct	24 Miles	Fishing	300 hrs	Yes	CA Fish & Game

**7. Clearly identify the top three safety issues related to your request in your jurisdiction.**

The Kings County Sheriff's Office currently operates a year-round Boating Enforcement / Water Rescue Unit pursuant to Section 663.7(a), Harbors and Navigation Code in where a portion of our duties includes "**search and rescue operations and "recovery of drowned bodies."** Currently, our unit is responsible for the recovery of drowned bodies that occur as part of accidental or intentional deaths.

In 2019 our Boating/WRU unit engaged in the retrieval of 3 drowned bodies in the waterways within the jurisdiction of our county. All three victims were at varying stages of early decomposition to advanced decomposition.

The first deceased body retrieval was from an agriculture-related canal which was a direct-feed from our natural occurring "Kings River." The second deceased body retrieval was from an agricultural canal which was a direct feed from the California Aqueduct and the third deceased body removal was from the California Aqueduct itself which runs through Kings County. Added to the difficulty of the operation, the environments in all three incidents had a "zero visibility" status, which literally means that a diver cannot see horizontally at any distance, and must conduct operations almost entirely by feel and/or touch. There were no active underwater/surface communications. Furthermore, all three environments contained active currents due to the time of year and the constant demand of water for farming operations in the area.

Each of these operations had challenges, but more importantly, there were three critical **safety issues** of concern that directly impacted the operational safety, and potential health of the divers involved. They are as follows:

- #1. The inability to directly communicate with divers in a submerged environment.**
- #2. The inability to protect divers from bacteria, pathogens or chemical contamination.**
- #3. The inability to de-contaminate standard "recreational" grade neoprene wetsuits and associated gear for future use.**

**8. Inventory**

List all patrol boats, PWCs and inflatables in your current inventory (County and State owned)

Year	Make	CF Number	How many hours/year is this used?	What waterbodies is it used on?	Is this boat currently being surplus ed?	Is this a boat that was funded by a DBW Grant?	Vessel Status?
2,002	Wooldridge	CF6948XC	60	Kings River, Mutual Aid Requests	No	Yes	Operational
2,011	Yamaha Wave Runner	CF5314XC	100	Kings River, Mutual Aid Requests	No	Yes	Operational
2,011	Yamaha Waverunner	CF5315XC	100	Kings River, Mutual Aid Requests	No	Yes	Operational
2,011	Achilles	CF5334XC	25	Kings River, Irrigation Canals, Mutual Aid Requests	No	Yes	Operational

**9. Project Type**

Are you requesting a new Patrol Boat/PWC or Misc. Equipment.?

- New Patrol Boat/PWC
- Equipment / Repairs

*\* All items purchased with funding provided by the Division of Boating and Waterways are for the exclusive use of the Boating Safety and Enforcement Unit.*

**Misc Equipment Instructions**

**PLEASE READ THE FOLLOWING CAREFULLY**

ENTER INFORMATION IN THIS SECTION ONLY IF YOU SELECTED 'MISC. EQUIPMENT' AS A PROPOSAL TYPE

IF YOU DID NOT SELECT 'MISC. EQUIPMENT' AS A PROPOSAL TYPE, CLICK ON THE NEXT TAB TO NAVIGATE TO THE NEXT SECTION

**Misc. Equipment Items**

11. Describe what you are requesting. You may group "like" items.

Item	Cost	Quantity	Total	Priority	Comments
4-wire Rope/Tether Diver Communication system	10,540.09	1.00	10,540.09	1	Main Communication Control box & Needed Components(Team Equipment)
Aqua Lung HazMat PSD Dry Suit with SLT Hood/Neck Combo MTO	7,789.75	1.00	7,789.75	2	Public Safety HazMat Dry Diver Suit - (2L) (1XL) (1M)
<b>TOTAL</b>			18,330		

**Misc. Equipment Items Questions (4-wire Rope/Tether Diver Communication system)**

**11. Item Details**

- 11 a. Is this equipment general all-purpose gear? NOTE: person-specific  Yes  No items will not be funded.
- 11 b. Describe exactly what you are requesting and how this equipment will help mitigate the boating safety issues you identified in Question 7.

The Kings County Sheriff's is requesting funds for a surface communications system that is critical for the safety and efficiency of our personnel engaged in dive operations.

**1. (1) 4-wire Rope/Tether Communication system** which consists of: (1) surface dive-control/communication box, (3) 200' extensions of 8mm 4-wire communication safety rope, (3) Safety Chest Harnesses, (10) mask communication modules & miscellaneous carabiners, and shackles.

**The preceding equipment will mitigate safety issues by having:**

- constant communication between diver & surface personnel.
- constant monitoring of safety and health of submerged diver by monitoring breathing and cognitive function.
- immediate intervention due to safety issues or for a compromised diver.
- prevention of diver fatigue by repeated surfacing and descending to gather information or other mission needs.

This system will allow divers to not only have the safety of being tethered, but will also allow divers direct & continuous contact with surface personnel to include a second and third diver who would be tethered to the system simultaneously. This will allow immediate intervention in the event of an underwater emergency.

For example, if a diver were to become compromised below water, support personnel could still maintain communication, possibly correcting the problem. Not having direct radio communication and by using a standard safety rope without communication, would make it impossible to assist the diver without deploying additional resources who could also become trapped, entangled or compromised assisting divers, thus making the situation worse.

Direct communications via some sort of tethered communication is "industry standard" within Public Safety and is valued equipment which aids in safe diving operations.

Additionally, having a communication system would allow divers to stay underwater longer, save tank air, reduce "diver fatigue" and lessen the need to resurface excessively for mission needs.

**11 c. Describe any negative impacts to boating safety and/or boating enforcement if you do not get this grant.**

Our specific request for this equipment deals entirely with the health, safety, efficiency, and increased liability as it pertains to our divers engaged in operations to recover drowned bodies and other rescue/dive/recovery missions that come with added risk, and require the safety of hazmat dry dive suits and a 4-wire tethered rope communications system. The negative impacts will be that our divers will continue to be exposed to dangerous chemicals, bacteria, and pathogens while retrieving drowned bodies and other hazardous missions without the safety of hazmat dry suits. Furthermore, without tethered communications, our divers will also continue to be exposed to additional risk due to communication limitations. These limitations will have a negative impact due to the added potential for an underwater emergency that could be mitigated if there were direct communication. Additional negative impacts would be the need to have divers surface excessively to obtain specific information and diver fatigue from multiple resurfacings which will always necessitate the need for additional divers and resources. Our Boating enforcement / Water Rescue Unit is operating without the safety and security of HazMat dry suits and a basic tethered communication system which is "generally accepted" and considered "best practices" by many Boating Enforcement and Water Rescue Units in the state.

**11 d. Classify this request**

**Classify this request by choosing one of the following options and present a strong justification for the request**

- "Critical" (operations would cease without it)
- "Increased efficiency" (if it would save staff time, identify how much time)
- "Convenience" (it would make life a little easier)
- "Protection" of existing equipment (ex: shade structure, hoists to get the vessels out of the water, etc. to extend longevity)

Justification: The addition of our requested items, specifically Hazmat dry suits and a tethered communication system are both safety items that serve to prevent and mitigate the potential sickness, injury or death of any unit member operating in diving operations that involve the recovery of drowned bodies.

11 e. If you are not awarded your full request, would your agency be able to supplement the difference?  Yes  No

If yes, what percentage can you supplement?

**11 f. What other capabilities exist in your region for this equipment? Justify why it is not feasible to borrow this equipment from a neighboring agency.**

From a practical standpoint, the items requested as part of this grant are items that would be considered immediately deployable and needed without delay. Meaning that when our team was activated for a mission, it would be impractical to request dry suits or a communication system from a regional partner due to the immediacy of the event our unit was responding too. The items requested are not specialty items such as a remotely operated vehicle (ROV), or specialty lifting bags and equipment that could reasonably be shared for missions. The equipment we are requesting is "daily use" and part of our "basic response package." Additionally, in the event of mutual aid and/or training operations, the equipment we are requesting would be needed and used by each participating team. So, when we train with a neighboring agency, which is typical or deployed in response to a mutual aid request, the items we are requesting are not shareable and each team needs their own equipment.

**11 g. How and why did you select this particular model? Explain if this is standard equipment or do you need something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested.**

A survey of neighboring boating units was conducted to assess unit equipment use and current inventory. We found that our equipment requests were similar, if not exactly to what other agencies are currently using. Our request consists of brand name components which are a standard for public safety in California. We believe we've obtained "best" pricing from our submitted source, Dive Rescue International, due to being training clients and a public safety entity. See Pricing Below:

**OTS 4-Wire Communication System:** (Coms Box, Rope, Mask Mics, Bags, Y-Adaptor, etc.)

<b>Dive Rescue International</b>	Ocean Technology Systems (OTS)
\$10,540.09	\$12,821.89

**Hazmat Dry Suit:**

<b>Dive Rescue International</b>	<b><u>Tresher's Dive Supply</u></b>
Aqualung HazMat Dry Suit	Aqualung HazMat Dry Suit
(4) \$7789.75	(4) \$10,200

**Misc. Equipment - Informational**

11 h. What body(s) of water will this equipment be used on? Kings River, California Aqueduct, Agriculture Irrigation canals, various reservoirs, out of county mutual aid missions.

11 i. How many hours per year will this equipment be used by your BS&E Unit for Boating Safety Enforcement? 80



- 11 j. Will this equipment be used for anything  Yes  No besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial activities, etc.)?

If so, list activities and percentage of time vs. Recreational Boating Safety Enforcement

- 11 k. Select the PRIMARY purpose this equipment will be used for:

- Search and rescue
- Enforcement of state and local measures
- Inspection of vessels
- Recovering drowned bodies
- Supervising organized water events

- 11 l. If this is search and rescue equipment (i.e. dive gear), how many boating-related emergencies did you respond to last year that required this type of equipment? Do not include non-boating emergencies (i.e. swimmers).

**Misc. Equipment Items Questions (Aqua Lung HazMat PSD Dry Suit with SLT Hood/Neck Combo MTO)**

**11. Item Details**

- 11 a. Is this equipment general all-purpose gear? NOTE: person-specific  Yes  No items will not be funded.
- 11 b. Describe exactly what you are requesting and how this equipment will help mitigate the boating safety issues you identified in Question 7.

The Kings County Sheriff's Office is requesting the following equipment to ensure the safety and efficiency of our personnel engaged in diving operations. The Item is as follow:

**(4) Aqua lung Hazmat Rated Dry Diving Suits**

Currently our unit conducts diving operations without the use of Hazmat rated diving dry suits. This includes operations involving drowned bodies in various stages of decomposition. Additionally, our unit operates in the central valley of California where a large Ag industry exists requiring divers to enter water containing potentially toxic levels of chemicals and other biological pathogens. Diving areas include ag canals, ag ponding basins, reservoirs, natural rivers & the California Aqueduct.

Hazmat rated diving dry suits are superior to neoprene dive suits due to their highly protective attributes and ability to be effectively and repeatedly decontaminated. Neoprene wetsuits allow contaminated water to directly contact the diver's body. Hazmat rated dry suits offer 100% protection from water, liquids, chemicals, fertilizers, bacterium, and pathogens present when removing drowned bodies in advanced states of decomposition. During 2019 our unit was forced to dispose of gear due to our inability to decontaminate, or because the odor of decomposition couldn't be removed. Additionally, downing equipment due to these reasons is unfortunate due to additional expenditures that could have been avoided by possessing the appropriate dive suits.

**Hazmat rated diving dry suits will mitigate safety concerns by:**

- Preventing divers from exposure to chemicals, fertilizers, bacteria and pathogens present when removing a drowned body in an advanced state of decomposition or in a contaminated water environment.
- Allowing for complete decontamination as opposed to Neoprene recreational dive suits that are not designed for decontamination procedures.
- Mitigating and decreasing injury or health issues as a result of diver exposure to toxic diving environments.

**11 c. Describe any negative impacts to boating safety and/or boating enforcement if you do not get this grant.**

Our specific request for this equipment deals entirely with the health, safety, efficiency, and increased liability as it pertains to our divers engaged in operations to recover drowned bodies and other rescue/dive/recovery missions that come with added risk, and require the safety of hazmat dry dive suits and a 4-wire tethered rope communications system. The negative impacts will be that our divers will continue to be exposed to dangerous chemicals, bacteria, and pathogens while retrieving drowned bodies and other hazardous missions without the safety of hazmat dry suits. Furthermore, without tethered communications, our divers will also continue to be exposed to additional risk due to communication limitations. These limitations will have a negative impact due to the added potential for an underwater emergency that could be mitigated if there were direct communication. Additional negative impacts would be the need to have divers surface excessively to obtain specific information and diver fatigue from multiple resurfacings which will always necessitate the need for additional divers and resources. Our Boating enforcement / Water Rescue Unit is operating without the safety and security of HazMat dry suits and a

basic tethered communication system which is "generally accepted" and considered "best practices" by many Boating Enforcement and Water Rescue Units in the state.

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- "Convenience" (it would make life a little easier)
- "Protection" of existing equipment (ex: shade structure, hoists to get the vessels out of the water, etc. to extend longevity)

Justification: The addition of our requested items, specifically Hazmat dry suits and a tethered communication system are both safety items that serve to prevent and mitigate the potential sickness, injury or death of any unit member operating in diving operations that involve the recovery of drowned bodies.

- 11 e. If you are not awarded your full request, would your agency be able to supplement the difference?  Yes  No

If yes, what percentage can you supplement?

**11 f. What other capabilities exist in your region for this equipment? Justify why it is not feasible to borrow this equipment from a neighboring agency.**

From a practical standpoint, the items requested as part of this grant are items that would be considered immediately deployable and needed without delay. Meaning that when our team was activated for a mission, it would be impractical to request dry suits or a communication system from a regional partner due to the immediacy of the event our unit was responding too. The items requested are not specialty items such as a remotely operated vehicle (ROV), or specialty lifting bags and equipment that could reasonably be shared for missions. The equipment we are requesting is "daily use" and part of our "basic response package." Additionally, in the event of mutual aid and/or training operations, the equipment we are requesting would be needed and used by each participating team. So, when we train with a neighboring agency, which is typical or deployed in response to a mutual aid request, the items we are requesting are not shareable and each team needs their own equipment.

**11 g. How and why did you select this particular model? Explain if this is standard equipment or do you need something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested.**

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**OTS 4-Wire Communication System:** (Coms Box, Rope, Mask Mics, Bags, Y-Adaptor, etc.)

<b>Dive Rescue International</b>	<b>Ocean Technology Systems (OTS)</b>
\$10,540.09	\$12,821.89

**Hazmat Dry Suit:**

<b>Dive Rescue International</b>	<b>Tresher's Dive Supply</b>
Aqualung HazMat Dry Suit	Aqualung HazMat Dry Suit
(4) \$7789.75	(4) \$ 10,200

**Misc. Equipment - Informational**

11 h. What body(s) of water will this equipment be used on? Kings River, California Aqueduct, Agriculture Irrigation canals, various reservoirs, out of county mutual aid missions.

11 i. How many hours per year will this equipment be used by your BS&E Unit for Boating Safety Enforcement? 80

11 j. Will this equipment be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial activities, etc.)?  Yes  No

If so, list activities and percentage of time vs. Recreational Boating Safety Enforcement

11 k. Select the PRIMARY purpose this equipment will be used for:

- Search and rescue
- Enforcement of state and local measures
- Inspection of vessels
- Recovering drowned bodies
- Supervising organized water events

11 l. If this is search and rescue equipment (i.e. dive gear), how many boating-related emergencies did you respond to last year that required this type of equipment? Do not include non-boating emergencies (i.e. swimmers).

**12 Previous BSEE Grants**

	<b>FY 19/20</b>	<b>FY 18/19</b>	<b>FY 17/18</b>
Did your agency apply for a BSEE grant ?	No	No	No
Were you awarded a BSEE grant? (leave blank if No)			
Amount awarded: (List amount or leave blank if No or NA)			
Amount reimbursed: (List amount or leave blank if No or NA)			
List the Equipment Purchased: (List leave blank if No or NA)			

**Boating Safety and Enforcement Income**

**13. Revenue and Expenditures**

Boat Tax Revenue	11,312.00
<b>Other Revenue:</b>	
a) Other local revenue sources: (Example: launching facilities, campgrounds, parking, anything that goes toward marine patrol support)	0.00
b) Any State boating funding sources, including DBW subvention:	75,017.00
<b>TOTAL ANNUAL BOATING INCOME IN YOUR OPERATING BUDGET</b>	<b>86,329.00</b>
<b>TOTAL EXPENDITURES FOR BOATING SAFETY AND ENFORCEMENT</b>	<b>138,211.00</b>

14. If you participated in the subvention program, were all allocated funds expended in the previous closed year?  Yes  No  NA

If NO, state percentage of remaining funds.

Budget Detail for Boating Safety and Enforcement Equipment Grant - FY 2020 / 21

Agency: County of Kings  
 Application: Misc. Equipment

	Line Item	Qty	Rate	UOM	Total	Req Amount
<b>1</b>	<b>Patrol Boat / Equipment</b>					
	Marine Patrol Equipment Notes : 4-wire Rope/Tether Diver Communication system - \$10,540 Main Communication Control box & Needed Components(Team Equipment)  Aqua Lung HazMat PSD Dry Suit with SLT Hood/Neck Combo - \$7,790 Public Safety HazMat Dry Diver Suit - (2L) (1XL) (1M)	1.0000	18330.000	EA	18,330.00	18,330.00
<b>2</b>	<b>Adjustment</b>					
<b>TOTAL EXPENDITURES</b>					<b>18,330.00</b>	<b>18,330.00</b>

Budget Summary for Boating Safety and Enforcement Equipment Grant - FY 2020 / 21  
 Agency: County of Kings  
 Application: Misc. Equipment

	Category	Total	Req Amount	Narrative
1	Patrol Boat / Equipment	18,330.00	18,330.00	
2	Adjustment	0.00	0.00	
<b>TOTAL EXPENDITURES</b>		<b>18,330.00</b>	<b>18,330.00</b>	

**Applicant Certification**

a.  Under penalty of perjury, I certify that I have examined this application and the document(s), proposal(s), and statement(s) submitted in conjunction herewith, and that to the best of my information and belief, the information contained herein is true, accurate, correct, and complete.

b.  I certify that I am the person authorized to submit this application on behalf of the applicant.

Name: Cassandra Bakker

Title: Fiscal Analyst

Date Signed: 04/27/2020  
0





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 13, 2020

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

**SUBJECT:** APPROVING THE ISSUANCE OF UP TO \$24,000,000 OF BONDS TO REFINANCE EXISTING INDEBTEDNESS IN CONNECTION WITH THE FINANCING OF EDUCATIONAL FACILITIES FOR CROSSROADS CHRISTIAN SCHOOLS OF CORONA

### **SUMMARY:**

#### **Overview:**

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986. The TEFRA hearing was held on October 13, 2020.

#### **Recommendation:**

**Adopt a Resolution approving the tax-exempt financing and the issuance of the bonds by the California Public Finance Authority for Crossroads Christian Schools of Corona.**

#### **Fiscal Impact:**

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

### **BACKGROUND:**

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for

(Cont’d)

**BOARD ACTION:**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **APPROVING THE ISSUANCE OF UP TO \$24,000,000 OF BONDS TO REFINANCE EXISTING INDEBTEDNESS IN CONNECTION WITH THE FINANCING OF EDUCATIONAL FACILITIES FOR CROSSROADS CHRISTIAN SCHOOLS OF CORONA**

**October 13, 2020**

**Page 2 of 2**

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

Crossroads Christian Schools of Corona (the “Borrower”) has requested that CalPFA issue revenue bonds in an amount not to exceed \$24,000,000 to refinance the costs of the acquisition of 17 acres of property and the construction thereon of the existing school facility located at the southwest corner of Fullerton and E. Ontario Avenues in the City of Corona, California (the “Project”).

A public hearing was held for this Project on October 13, 2020. The Board has been asked to approve the issuance of the obligations as the host governmental unit.

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

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

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

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

\* \* \* \* \*

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING THE ISSUANCE BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY OF ITS EDUCATIONAL FACILITIES REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$24,000,000, FOR THE PURPOSE OF REFINANCING EXISTING INDEBTEDNESS IN CONNECTION WITH THE FINANCING OF EDUCATIONAL FACILITIES FOR THE BENEFIT OF CROSSROADS CHRISTIAN SCHOOLS OF CORONA AND CERTAIN OTHER MATTERS RELATING THERETO

RESOLUTION NO. \_\_\_\_\_

WHEREAS, Crossroads Christian Schools of Corona (the “Borrower”), a California nonprofit religious corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), has requested that the California Public Finance Authority (the “Authority”) issue one or more series of education facility revenue bonds in an aggregate principal amount not to exceed \$24,000,000 (the “Bonds”) refinance certain outstanding indebtedness incurred by the Borrower in connection with the acquisition by the Borrower of approximately 17 acres of property and the construction thereon of the existing school facility represented by two buildings comprising approximately 61,000 square feet for the instruction of students in grades pre-kindergarten through 12 located at the southwest corner of Fullerton and E. Ontario Avenues in the City of Corona, Riverside County, California 92881 (the “Facilities”), and to finance other costs and reserves in connection with the refinancing of such acquisition and the issuance of the Bonds (collectively, the “Project”); and

WHEREAS, the Facilities will be owned and operated by Borrower and used as a grade pre-Kindergarten through 12 school (the “School”); and

WHEREAS, the Project is located within the City of Corona, California; and

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

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

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

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

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

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

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

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

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

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

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the 13<sup>th</sup> day of October, 2020, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this \_\_\_ day of October, 2020.

\_\_\_\_\_  
Clerk of said Board of Supervisors



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 13, 2020

**SUBMITTED BY:** County Counsel – Lee Burdick  
Agricultural Commissioner-Sealer – Jimmy Hook

**SUBJECT:** AN ORDINANCE ADDING ARTICLE XI OF CHAPTER 14 OF THE KINGS COUNTY CODE OF ORDINANCES AND ESTABLISHING ONGOING REGULATIONS FOR INDUSTRIAL HEMP CULTIVATION IN THE UNINCORPORATED AREAS OF KINGS COUNTY FOLLOWING EXPIRATION OF THE INTERIM URGENCY ORDINANCE ON DECEMBER 31, 2020

**SUMMARY:**

**Overview:**

The current Interim Urgency Ordinance regulating the cultivation of industrial hemp in the unincorporated areas of Kings County expires on December 31, 2020. This ordinance incorporates the County's experience under the Interim Ordinance and will establish an ongoing framework for regulating hemp cultivation in the County once the Interim Ordinance expires.

**Recommendation:**

**Introduce and waive the first reading of an Ordinance adding Article XI to Chapter 14 of the County Code of Ordinances regarding the ongoing regulations for industrial hemp cultivation in the unincorporated areas of Kings County.**

**Fiscal Impact:**

Unknown.

**BACKGROUND:**

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

(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**

### **AN ORDINANCE ESTABLISHING ONGOING REGULATIONS FOR INDUSTRIAL HEMP CULTIVATION IN THE UNINCORPORATED AREAS OF KINGS COUNTY**

**October 13, 2020**

**Page 2 of 2**

Health, or safety. On June 25, 2019, consistent with Government Code Section 25123, the Board of Supervisors adopted an Interim Urgency Ordinance Requiring Permitting and Registration for Hemp Cultivation set forth at Article XI of Chapter 14 of the Kings County Code of Ordinances (“Interim Ordinance”), which is set to expire on December 31, 2020, unless otherwise amended or repealed.

Since the Board’s adoption of the Interim Ordinance, the County has had the experience of two growing seasons for industrial hemp. As a result, the Agricultural Commissioner-Sealer convened an internal working group, including, but not limited to, Chair Verboon, Supervisor Neves, Sheriff Dave Robinson, District Attorney Keith Fagundes, the Community Development Agency, County Counsel’s Office, and others to consider and forward for adoption a permanent ordinance, as amended from time to time, that incorporates and addresses that experience. In addition, in bringing this ordinance forward, the working group has considered and incorporated, where appropriate, regulating language that has been adopted in several other counties.

Such local regulation is necessary to limit the location of hemp plants, to reduce the spread of mites and other insects to nearby crops, and to address the concerns of residents, including concerns about public safety, odors, increased traffic, and declination in property values and air quality. The limitation of (1) acre per permit holder for hemp research or educational purposes is reasonable and necessary to protect the public’s health, safety, and welfare, and to prevent abuse of the County’s registration and permitting requirements.

Included with this Staff Report is both a clean copy of the proposed ordinance and a redlined copy of the ordinance showing with specificity how the proposed ordinance differs from the Interim Ordinance. The purpose of this ordinance is to establish an ongoing regulatory framework for the cultivation of industrial hemp in the unincorporated areas of Kings County after the current Interim Ordinance expires on December 31, 2020.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADDING ARTICLE XI OF CHAPTER 14 OF THE KINGS COUNTY CODE OF ORDINANCES AND ESTABLISHING ONGOING REGULATIONS FOR INDUSTRIAL HEMP CULTIVATION IN THE UNINCORPORATED AREAS OF KINGS COUNTY FOLLOWING EXPIRATION OF THE INTERIM URGENCY ORDINANCE ON DECEMBER 31, 2020

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

**Section 1: Findings and Declarations.**

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

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

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

1. In September 2018, the California Legislature enacted SB 1409 which amended (1) the definition of “industrial hemp” in Health and Safety Code Section 11018.5, subdivision (a), to delete the reference to its being a crop solely for fiber or oilseed production, and (2) Food and Agricultural Code Section 81006 to remove the requirement for dense planting and restrictions against pruning, tending, or culling. SB 1409 included the finding: “By removing limitations on the manner in which industrial hemp may be grown and the uses for which it may be grown, this act removes barriers to the growth of industrial hemp as an agricultural product, and for agricultural or academic research.” The bill, however, did not address the product safety regarding cannabis products. Under Food and Agricultural Code Section 81007, the California Department of Food and Agriculture (“CDFA”) is authorized to establish by regulation an agricultural pilot program pursuant to Section 7606 of the federal Agricultural Act of 2014, as codified at Section 5940, title 7, U.S. Codes. The CDFA has not yet adopted regulations to participate in, or promote, research projects recognized under federal law.

2. In December 2018, the President signed into law the 2018 Federal Farm Bill, H.R. 2, P.L. 115-334, which removed industrial hemp from the federal list of controlled substances, authorized the U.S. Department of Agriculture to create quality control standards for hemp production, and gave states the ability to adopt their own plans to exercise primary regulatory authority over the production of hemp within the state. Any state plan may include a reference to a law of the state regulating the production of hemp, to the extent said law is consistent with federal law.

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

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

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

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

7. Hemp can serve as a host to mites and other insects. At this time, there are no pesticides registered for hemp that specifically address such mites or other insects. The pesticides that have been approved for hemp are not always effective, which allows for such insects to move to nearby crops. The cultivation of hemp must be done consistent with reasonable regulations to avoid harm to the welfare of residents, public nuisances, and threats to the safety and viability of nearby crops.

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

C. Pursuant to California Government Code Section 25123, subdivision (d), the Board of Supervisors may pass an ordinance that is effective immediately if necessary to preserve the public peace, health, or safety. On June 25, 2019, consistent with Government Code Section 25123, the Board of Supervisors adopted an Interim Urgency Ordinance Requiring Permitting and Registration for Hemp Cultivation set forth at Article XI of Chapter 14 of the Kings County Code of Ordinances ("Interim Ordinance"), which is set to expire on December 31, 2020, unless otherwise amended or repealed. The purpose of this ordinance is to repeal and replace the Interim Ordinance with a permanent and ongoing regulatory framework, as may be amended from time to time, for the cultivation of industrial hemp in the unincorporated areas of Kings County.



**Section 2:** Article XI of Chapter 14, attached hereto and incorporated herein by reference, is hereby added to the Kings County Code of Ordinances following the expiration of the current Interim Ordinance on December 31, 2020.

**Section 3:** This ordinance shall take effect on January 1, 2021 following its adoption by four-fifths of the Board of Supervisors and shall be published once with the names of the members of the Board of Supervisors voting for and against the same in the *Hanford Sentinel*, a newspaper of general circulation published in the County of Kings within fifteen (15) days after its passage.

The foregoing ordinance was introduced at a regular meeting of this Board of Supervisors of the County of Kings held on October \_\_, 2020, and was adopted at a regular meeting of the Board of Supervisors on October \_\_, 2020, by the following vote:

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

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Doug Verboon  
Chairman of the Board of Supervisors  
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Catherine Venturella  
Clerk to the Board of Supervisors

ARTICLE XI. CULTIVATION OF HEMP

Sections:

- 14-190 Purpose
- 14-191 Authority
- 14-192 Definitions
- 14-193 Establishment and promulgation of County regulations
- 14-194 Hemp cultivation registration and permit required
- 14-195 Requirements for registration and issuance of a permit
- 14-196 Terms and conditions of permits
- 14-197 Destruction of non-compliant Hemp plants
- 14-198 Permit revocation
- 14-199 Limitation on the County’s liability
- 14-200 Violations declared a public nuisance
- 14-201 Each violation is a separate offense
- 14-202 Severability
- 14-203 Cumulative remedies

14-190 Purpose.

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

14-191 Authority.

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

14-192 Definitions.

When used in this article, the following words shall have the meaning ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated

thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

A. “Applicant” shall include any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, activity trust, receiver, syndicate, or any other group or combination acting as a unit, in the plural as well as the singular, who is eligible to cultivate industrial Hemp under this article.

B. “Hemp cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of industrial Hemp, including activities carried out by Hemp breeders or by established agricultural research institutions for research or educational purposes.

C. “Hemp” has the same meaning as in Health and Safety Code Section 11018.5 and is used interchangeably with “industrial Hemp.”

D. “Hemp breeder” has the same meaning as in Food and Agricultural Code Section 81000.

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

F. “Grow Field” shall mean the specific land area that is designated for the permitted cultivation of Hemp.

G. “Landlord” and “Owner” shall mean the deed holder of any land upon which Hemp is allowed to be cultivated where the Landlord/Owner is not the permitted grower.

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

I. “Processing” shall mean the operation of receiving, grading, packing, fermenting, distilling, extracting, preserving, grinding, crushing or changing the form of any Hemp, including without limitation any and all methods, for the purpose of preparing it for market or of marketing such Hemp.

J. “Regrowth” shall mean all spontaneously generated Hemp plants resulting from the prior cultivation of Hemp, whether on the same site as the original crop or off-site as a result of volunteer seed.

K. “Tenant” shall mean the permitted cultivator of Hemp who does not own the property on which the cultivation is permitted.

14-193 Establishment and promulgation of county regulations.

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

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

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

14-194 Hemp cultivation registration and permit required.

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

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

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

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

B. Applicants must be the Owner, or their designated agent, of the land upon which Hemp is to be cultivated or provide a notarized county consent form signed by the Owner or the Owner's designated agent.

C. The land upon which Hemp is to be cultivated must be located in General Agricultural Zone Districts (AG-20, AG-40), and must:

1. Have a minimum of a one-half mile setback from any Sensitive Receptor;

2. Have a minimum of a one-half mile setback from municipal jurisdictional boundaries, unless that municipality permits Hemp Processing and cultivation, in which case, no setback in the unincorporated area of the County is required;

3. Have a minimum setback of two hundred feet (200') from the property boundary of any parcel containing non-Hemp, agricultural cultivation not owned by the Applicant, unless notarized written consent is obtained; and

4. Have a minimum setback of seven hundred feet (700') from the property boundary of any parcel containing a residence not owned by the Applicant, unless notarized written consent is obtained.

D. Applicants shall provide all information showing they satisfy the registration requirements set forth in Food and Agricultural Code Section 81003.

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

F. Applicants shall obtain and provide an Operator Identification or Restricted Materials Permit from the Agricultural Commissioner-Sealer where appropriate.

G. Applicants shall submit a destruction plan that addresses the destruction, removal and abatement of a non-compliant crop, an abandoned crop, and all Regrowth to the Agricultural Commissioner-Sealer as part of its initial application for registration and a permit.

H. Before a permit is issued under this article, the Applicants shall submit a bond or other form of security acceptable to the Agricultural Commissioner-Sealer in the amount of one hundred percent (100%) of the estimated cost to fully abate a crop of Hemp that does not meet the requirements for legal harvest under applicable laws and regulations and to implement the destruction plan submitted pursuant to subsection (G) above. The financial security provided shall be released to the Applicant after the Agricultural Commissioner-Sealer determines that the security is no longer needed to secure the abatement of a non-compliant or abandoned Hemp crop or its Regrowth.

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

J. Any person who has been convicted of a felony related to a controlled substance under state or federal law shall be ineligible to hold a county Hemp cultivation permit during the 10-year period following the conviction. Each Applicant will be required to undergo a criminal background check before a permit will be granted.

14-196 Terms and Conditions of Permits.

Permit holders shall comply with the following terms and conditions:

A. Hemp cultivation by established agricultural research institutions for research or educational purposes shall be limited to a total of one (1) acre per permit

holder within the County of Kings. Seed that is bred under research conditions may only be planted and cultivated by established agricultural research institutions for research or educational purposes.

B. Processing of Hemp onsite is prohibited. This prohibition does not include those general agricultural cultivation practices as defined in Section 14-192, subsection B, above.

C. To maintain the public health, safety, and welfare, permit holders shall allow monitoring and inspection of any Hemp cultivation site in any manner deemed necessary by the Kings County Sheriff's Office, any law enforcement agency, or any other county department, including monitoring and surveillance by drones. Permit holders shall be responsible for payment of the actual costs, including, but not limited to, the costs of staff time, for monitoring and inspection activities. Permit holders may be responsible for the actual costs of each law enforcement response to complaints of non-compliance at the permitted cultivation site.

D. Hemp cultivation shall be conducted in compliance with state and local laws and regulations related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters, including, but not limited to, any rules, regulations or standards adopted by the Agricultural Commissioner-Sealer.

E. Each parcel permitted for Hemp cultivation shall be surrounded by a physical barrier, including, but not limited to, fencing, an irrigation ditch, or similar impediment to access, the adequacy of which shall be approved by the Agricultural Commissioner-Sealer. All access points to the parcel must have the ability to be secured.

F. Each parcel permitted for Hemp cultivation shall post signage indicating that Hemp is being cultivated at the site. The signage shall comply with the following requirements:

1. Required signage shall be posted at the corners of and at all usual points of entry to the parcel, including, but not limited to, each road, footpath, walkway or aisle that enters the cultivation area;

2. If the permitted parcel is adjacent to a public right-of-way, such as a road, path or trail, signage shall be posted at intervals not exceeding six hundred feet (600') along the boundary between the parcel and the right-of-way;

3. The signage shall contain letters, numbers and symbols at least five inches (5") in height in colors that contrast sharply with the immediate background to be visible and legible to a person with normal vision from a distance of twenty-five feet (25'); and

4. The signage shall include, at a minimum, the words "Industrial Hemp", "THC no more than .3%", and "No Trespassing".

G. Each structure used for the Hemp cultivation shall have all necessary permits required under state and county law and regulations. Structures for the indoor cultivation of Hemp shall:

1. Be subject to the same zoning and setback requirements as for outdoor cultivation;
2. Be fully enclosed, securable, and permitted under state and county laws and regulations;
3. Be subject to additional monitoring requirements as established by the Agricultural Commissioner-Sealer in consultation with the Sheriff's Office; and
4. Implement measures for odor control, the adequacy of which will be determined, approved and permitted by the Community Development Agency.
5. All new lighting shall be oriented away from sensitive uses, and shall be hooded, shielded and located to direct light pools downward and to prevent glare.

H. Each registration and permit issued pursuant to this article shall expire one (1) year from the date of its issuance.

14-197 Destruction of non-compliant Hemp plants.

A. A Hemp crop that does not comply with the provisions of this article and all applicable provisions of state law, county codes and associated regulations, as well as a crop that has not been harvested by the expiration date of the applicable permit without having secured a new permit, shall be destroyed. Crop destruction shall proceed as provided in all applicable laws and regulations, which includes Food and Agricultural Code section 81006 and California Code of Regulations, title 3, sections 4950 and 4950.1. The Agricultural Commissioner-Sealer shall approve the method of destruction. A Hemp grower who fails to destroy a Hemp crop as required shall forfeit the financial security provided under Section 14-195, subsection G above, and the Agricultural Commissioner-Sealer may proceed to destroy the non-compliant crop.

B. In the event the Tenant abandons a non-compliant Hemp crop, the Landlord will be responsible for destruction and removal of the crop consistent with the Tenant's destruction plan. If the Tenant's financial security provided under Section 14-195, subsection G above is inadequate to cover the actual costs of the abatement of the crop, the Landlord will be responsible for any costs remaining after application of the bond.

C. The Hemp grower shall have forty-five (45) days from the date any test reveals the Hemp crop contains THC levels in excess of one percent (1%) or following a second test for a Hemp crop that initially tests between three-tenths of one percent (.3%) and one percent (1%) during which to destroy the crop. If a Tenant abandons the crop, the

Landlord must initiate the process of destroying the crop within twenty-four (24) hours of receiving notice from the Agricultural Commissioner-Sealer directing the destruction and must complete the destruction within forty-five (45) days from the date of the initiation.

D. Once a Hemp crop is harvested, destroyed or removed, the Tenant and the Landlord are jointly responsible for abating all Regrowth from the harvested or destroyed crop at any time following the permitted cultivation season.

14-198 Permit revocation.

A. Any Person who violates this article knowingly and willfully may have their permit revoked and, if the permit is revoked, shall be ineligible to apply for a permit to cultivate Hemp within the County of Kings for three (3) years from the date of the final decision of the Agricultural Commissioner-Sealer that a violation has been made knowingly and willfully.

B. The Agricultural Commissioner-Sealer, Sheriff, District Attorney or County Counsel shall have the right to petition the Kings County Board of Supervisors for revocation of a Hemp cultivation permit upon a showing of good cause.

14-199 Limitations on county's liability.

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

14-200 Violations declared a public nuisance.

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

14-201 Each violation is a separate offense.

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

14-202 Severability.

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



14-203 Cumulative remedies

Nothing in this articles shall prohibit or prevent prosecution for violations under any other law. All remedies provided for in this article are cumulative and not exclusive.

[341248]

ORDINANCE NO. \_\_\_\_\_

**AN INTERIM URGENCY ORDINANCE REQUIRING  
PERMITTING AND REGISTRATION  
FOR HEMP CULTIVATION**

**AN ORDINANCE ADDING ARTICLE XI OF CHAPTER 14 OF THE KINGS COUNTY  
CODE OF ORDINANCES AND ESTABLISHING ONGOING REGULATIONS FOR  
INDUSTRIAL HEMP CULTIVATION IN THE UNINCORPORATED AREAS OF KINGS  
COUNTY FOLLOWING EXPIRATION OF THE INTERIM URGENCY ORDINANCE  
ON DECEMBER 31, 2020**

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

**Section 1: Findings and Declarations.**

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

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

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

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

1. In September 2018, ~~SB 1409 was the~~ California Legislature enacted ~~in~~SB 1409 which ~~amended (1)~~ the definition of "industrial hemp" in ~~Health and Safety Code~~ Section 11018.5, subdivision (a), ~~of the Health and Safety Code was amended deleting to delete~~ the reference to its being a crop ~~solely~~ for fiber or oilseed production. ~~Section 81006 of the, and (2) Food and Agricultural Code was also amended to its current form, including amendment of Section 81006~~ to remove ~~the~~ requirement for dense planting and restrictions against pruning, tending, or culling. - SB 1409 included the finding: "By removing limitations on the manner in which industrial hemp may be grown and the uses for which it may be grown, this act removes barriers to the growth of industrial hemp as an agricultural product, and for agricultural or academic research." -The bill, however, did not address the product safety regarding cannabis products. -Under ~~Section 81007 of the~~ Food and Agricultural Code ~~Section 81007~~, the California Department of Food and Agriculture ~~("CDFA")~~ is authorized to establish by regulation an agricultural pilot program pursuant to Section 7606 of the federal Agricultural Act of 2014, as codified at Section 5940, title 7, U.S. Codes. -The CDFA has not yet adopted regulations to participate in, or promote, research projects recognized ~~by~~under federal law.

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2. In December 2018, the President signed into law the 2018 Federal Farm Bill, H.R. 2, P.L. 115-334, which removed industrial hemp from the federal list of controlled substances, authorized the U.S. Department of Agriculture to create quality control standards for hemp production, and gave states the ability to adopt their own ~~state~~ plans to exercise primary regulatory authority over the production of hemp within the state. ~~The Any~~ state plan may include a reference to a law of the state regulating the production of hemp, to the extent said law is consistent with federal law.

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

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

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

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6. ~~\_\_\_\_\_ [Deleted]~~

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

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

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

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~~10.—The Kings County Agricultural Commissioner Sealer reported that the hemp growing season is soon to be underway with most planting expected to occur within the next two to three weeks. While there are no hemp plants in the ground as of June 20, 2019, at least two growers have made known their plans to plant between June 21 and 23, 2019. Any delay in adopting an ordinance addressing the cultivation of hemp will hamper enforcement efforts, place growers who planted early in an untenable position, and leave the citizens of the County without the reasonable protections afforded them by the County’s registration and permitting requirements.~~

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

C. Pursuant to California Government Code Section 25123, subdivision (d), the Board of Supervisors may pass an ordinance that is effective immediately if necessary to preserve the public peace, health, or safety. On June 25, 2019, consistent with Government Code Section 25123, the Board of Supervisors adopted an Interim Urgency Ordinance Requiring Permitting and Registration for Hemp Cultivation set forth at Article XI of Chapter 14 of the Kings County Code of Ordinances (“Interim Ordinance”), which is set to expire on December 31, 2020, unless otherwise amended or repealed. The purpose of this ordinance is to repeal and replace the Interim Ordinance with a permanent and ongoing regulatory framework, as may be amended from time to time, for the cultivation of industrial hemp in the unincorporated areas of Kings County.

**Section 2:** Article XI of Chapter 14, attached hereto and incorporated herein by reference, is hereby added to the Kings County Code of Ordinances: following the expiration of the current Interim Ordinance on December 31, 2020.

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

~~Section 4.—This ordinance shall take effect immediately on January 1, 2021 following its adoption by four-fifths of the Board of Supervisors and, before the expiration of fifteen (15) days after its passage, shall be published once with the names of the members of the Board of Supervisors voting for and against the same in the *Hanford Sentinel*, a newspaper of general circulation published in the County of Kings within fifteen (15) days after its passage.~~

The foregoing ordinance was introduced at a regular meeting of this Board of Supervisors of the County of Kings held on June 25, 2019~~October~~, 2020, and was adopted at a regular meeting ~~held of the Board of Supervisors~~ on June 25, 2019~~October~~, 2020, by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

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ABSTAIN: Supervisors

Chairman of the

~~Joe Neves, Doug Verboon~~

Board of Supervisors  
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this \_\_\_\_ day of \_\_\_\_\_,  
~~2019~~2020.

Catherine Venturella

Clerk ~~of said~~to the Board of Supervisors

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ARTICLE XI. CULTIVATION OF HEMP

Sections:

- 14-190 Purpose
- 14-191 Authority
- 14-192 Definitions
- 14-193 Establishment and promulgation of County regulations
- 14-194 Hemp cultivation registration and permit required
- 14-195 Requirements for registration and issuance of a permit
- 14-196 Terms and conditions of permits
- 14-197 ~~Limitation on the County's liability~~ Destruction of non-compliant Hemp plants
- 14-198 Permit revocation
- ~~14-199~~ Limitation on the County's liability
- ~~14-200~~ Violations declared a public nuisance
- ~~14-199201~~ Each violation is a separate offense
- ~~14-200202~~ Severability
- ~~14-203~~ Cumulative remedies

14-190 Purpose.

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

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14-191 Authority.

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

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14-192 Definitions.

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

A. ~~“Applicant” shall include any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, activity trust, receiver, syndicate, or any other group or combination acting as a unit, in the plural as well as the singular, who is eligible to cultivate industrial Hemp under this article.~~

A.B. ~~“Hemp cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of hemp industrial Hemp, including activities carried out by seedHemp breeders or by established agricultural research institutions for research or educational purposes.~~

B.C. ~~“Hemp” has the same meaning as in Section 11018.5 of the Health and Safety Code. Section 11018.5 and is used interchangeably with “industrial Hemp.”~~

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

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

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

F. ~~“Grow Field” shall mean the specific land area that is designated for the permitted cultivation of Hemp.~~

G. ~~“Landlord” and “Owner” shall mean the deed holder of any land upon which Hemp is allowed to be cultivated where the Landlord/Owner is not the permitted grower.~~

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

I. ~~“Processing” shall mean the operation of receiving, grading, packing, fermenting, distilling, extracting, preserving, grinding, crushing or changing the form of any Hemp, including without limitation any and all methods, for the purpose of preparing~~

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it for market or of marketing such Hemp.

J. “Regrowth” shall mean all spontaneously generated Hemp plants resulting from the prior cultivation of Hemp, whether on the same site as the original crop or off-site as a result of volunteer seed.

K. “Tenant” shall mean the permitted cultivator of Hemp who does not own the property on which the cultivation is permitted.

14-193 Establishment and promulgation of county regulations.

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

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

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

14-194 Hemp cultivation registration and permit required.

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

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

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

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

B. Applicants must be the ~~deed holder~~Owner, or their designated agent, of the

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land upon which ~~hemp~~Hemp is to be cultivated or provide a notarized county consent form signed by the ~~deed holder~~Owner or the Owner's designated agent.

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C. The land upon which ~~hemp~~Hemp is to be cultivated must be located in General Agricultural Zone Districts (AG-20, AG-40), and must have:

1. Have a minimum of a one-half a-mile set backsetback from any Sensitive Receptor,~~and must be located outside;~~

~~C.2. Have a minimum of a Local Agency Formation Commission (LAFCO) Sphere of Influence one-half mile setback from municipal jurisdictional boundaries, unless that municipality permits Hemp Processing and cultivation, in which case, no setback in the unincorporated area of the County is required;~~

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3. Have a minimum setback of two hundred feet (200') from the property boundary of any parcel containing non-Hemp, agricultural cultivation not owned by the Applicant, unless notarized written consent is obtained; and

4. Have a minimum setback of seven hundred feet (700') from the property boundary of any parcel containing a residence not owned by the Applicant, unless notarized written consent is obtained.

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

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

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F. Applicants shall obtain and provide an Operator Identification or Restricted Materials Permit from the Agricultural Commissioner-Sealer where appropriate.

G. Applicants shall submit a destruction plan that addresses the destruction, removal and abatement of a non-compliant crop, an abandoned crop, and all Regrowth to the Agricultural Commissioner-Sealer as part of its initial application for registration and a permit.

H. Before a permit is issued under this article, the Applicants shall submit a bond or other form of security acceptable to the Agricultural Commissioner-Sealer in the amount of one hundred percent (100%) of the estimated cost to fully abate a crop of Hemp that does not meet the requirements for legal harvest under applicable laws and regulations and to implement the destruction plan submitted pursuant to subsection (G) above. The financial security provided shall be released to the Applicant after the Agricultural Commissioner-Sealer determines that the security is no longer needed to secure the abatement of a non-compliant or abandoned Hemp crop or its Regrowth.

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

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~~J.~~ Any person who has been convicted of a felony related to a controlled substance under state or federal law shall be ineligible to hold a county Hemp cultivation permit during the 10-year period following the conviction. Each Applicant will be required to undergo a criminal background check before a permit will be granted.

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#### 14-196 Terms and Conditions of Permits.

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Permit holders shall comply with the following terms and conditions:

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A. Hemp cultivation ~~by established agricultural research institutions~~ for research or educational purposes shall be limited to a total of one (1) acre per permit holder within the County of Kings. ~~Seed that is bred under research conditions may only be planted and cultivated by established agricultural research institutions for research or educational purposes.~~

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

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C. ~~In order to~~To maintain the public health, safety, and welfare, permit holders shall allow monitoring and inspection of any ~~hemp~~Hemp cultivation site ~~by drones operated in any manner deemed necessary~~ by the Kings County Sheriff's Office, ~~any law enforcement agency, or any other county department of the County of Kings, including monitoring and surveillance by drones.~~ Permit holders shall be responsible for payment of the actual costs, including, but not limited to, the costs of staff time, for monitoring and inspection activities. ~~Permit holders may be responsible for the actual costs of each law enforcement response to complaints of non-compliance at the permitted cultivation site.~~

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

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

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~~E.~~ Each parcel permitted for Hemp cultivation shall be surrounded by a physical barrier, including, but not limited to, fencing, an irrigation ditch, or similar impediment to access, the adequacy of which shall be approved by the Agricultural

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Commissioner-Sealer. All access points to the parcel must have the ability to be secured.

F. Each parcel permitted for Hemp cultivation shall post signage indicating that Hemp is being cultivated at the site. The signage shall comply with the following requirements:

1. Required signage shall be posted at the corners of and at all usual points of entry to the parcel, including, but not limited to, each road, footpath, walkway or aisle that enters the cultivation area;

2. If the permitted parcel is adjacent to a public right-of-way, such as a road, path or trail, signage shall be posted at intervals not exceeding six hundred feet (600') along the boundary between the parcel and the right-of-way;

3. The signage shall contain letters, numbers and symbols at least five inches (5") in height in colors that contrast sharply with the immediate background to be visible and legible to a person with normal vision from a distance of twenty-five feet (25'); and

4. The signage shall include, at a minimum, the words "Industrial Hemp", "THC no more than .3%", and "No Trespassing".

G. Each structure used for the Hemp cultivation shall have all necessary permits required under state and county law and regulations. Structures for the indoor cultivation of Hemp shall:

1. Be subject to the same zoning and setback requirements as for outdoor cultivation;

2. Be fully enclosed, securable, and permitted under state and county laws and regulations;

3. Be subject to additional monitoring requirements as established by the Agricultural Commissioner-Sealer in consultation with the Sheriff's Office; and

4. Implement measures for odor control, the adequacy of which will be determined, approved and permitted by the Community Development Agency.

5. All new lighting shall be oriented away from sensitive uses, and shall be hooded, shielded and located to direct light pools downward and to prevent glare.

F.H. Each registration and permit issued pursuant to this article shall expire on ~~December 31, 2020~~ one (1) year from the date of its issuance.

14-197 Destruction of non-compliant Hemp plants.

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A. A Hemp crop that does not comply with the provisions of this article and all applicable provisions of state law, county codes and associated regulations, as well as a crop that has not been harvested by the expiration date of the applicable permit without having secured a new permit, shall be destroyed. Crop destruction shall proceed as provided in all applicable laws and regulations, which includes Food and Agricultural Code section 81006 and California Code of Regulations, title 3, sections 4950 and 4950.1. The Agricultural Commissioner-Sealer shall approve the method of destruction. A Hemp grower who fails to destroy a Hemp crop as required shall forfeit the financial security provided under Section 14-195, subsection G above, and the Agricultural Commissioner-Sealer may proceed to destroy the non-compliant crop.

B. In the event the Tenant abandons a non-compliant Hemp crop, the Landlord will be responsible for destruction and removal of the crop consistent with the Tenant's destruction plan. If the Tenant's financial security provided under Section 14-195, subsection G above is inadequate to cover the actual costs of the abatement of the crop, the Landlord will be responsible for any costs remaining after application of the bond.

C. The Hemp grower shall have forty-five (45) days from the date any test reveals the Hemp crop contains THC levels in excess of one percent (1%) or following a second test for a Hemp crop that initially tests between three-tenths of one percent (.3%) and one percent (1%) during which to destroy the crop. If a Tenant abandons the crop, the Landlord must initiate the process of destroying the crop within twenty-four (24) hours of receiving notice from the Agricultural Commissioner-Sealer directing the destruction and must complete the destruction within forty-five (45) days from the date of the initiation.

D. Once a Hemp crop is harvested, destroyed or removed, the Tenant and the Landlord are jointly responsible for abating all Regrowth from the harvested or destroyed crop at any time following the permitted cultivation season.

14-198 Permit revocation.

A. Any Person who violates this article knowingly and willfully may have their permit revoked and, if the permit is revoked, shall be ineligible to apply for a permit to cultivate Hemp within the County of Kings for three (3) years from the date of the final decision of the Agricultural Commissioner-Sealer that a violation has been made knowingly and willfully.

B. The Agricultural Commissioner-Sealer, Sheriff, District Attorney or County Counsel shall have the right to petition the Kings County Board of Supervisors for revocation of a Hemp cultivation permit upon a showing of good cause.

14-199 Limitations on ~~county's~~county's liability.

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

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14-~~198~~200 Violations declared a public nuisance.

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

14-~~199~~201 Each violation is a separate offense.

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

14-~~200~~202 Severability.

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

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14-203 Cumulative remedies

Nothing in this articles shall prohibit or prevent prosecution for violations under any other law. All remedies provided for in this article are cumulative and not exclusive.

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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 October 13, 2020

**SUBMITTED BY:** Department of Public Health - Edward Hill

**SUBJECT:** FISCAL YEAR 2020-2021 MATERNAL CHILD ADOLESCENT HEALTH AGREEMENT FUNDING APPLICATION

**SUMMARY:**

**Overview:**

The Maternal, Child and Adolescent Health (MCAH) Division of the California Department of Public Health provides funding for MCAH programs focusing on low-income mothers and children. Authorization is requested to submit the annual Agreement Funding Application (AFA) to the State for Fiscal Year (FY) 2020-2021.

**Recommendation:**

**Authorize the Chairman to sign the Fiscal Year 2020-2021 Maternal, Child and Adolescent Health Agreement Funding Application.**

**Fiscal Impact:**

There is no cost to the General Fund associated with the recommended action. Applying for and receiving the MCAH grant funding will reduce the use of realignment funds. The potential grant will not exceed \$262,792 which is anticipated in the adopted FY 2020-2021 Budget.

**BACKGROUND:**

The proposal for FY 2020-2021 incorporates funds for the Comprehensive Perinatal Services Program (CPSP), Maternal and Child Health County Allocation, Sudden Infant Death Program, Prenatal Care Guidance and Perinatal Outreach and Education Program. The implementation of the goals and objectives by the Kings County Health Department reflects the belief that Public Health's strategies and interventions will result in improved outcomes resulting from perinatal program coordination, patient advocacy, and expanded access 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**

### **FISCAL YEAR 2020-2021 MATERNAL CHILD ADOLESCENT HEALTH AGREEMENT FUNDING APPLICATION**

**October 13, 2020**

**Page 2 of 2**

services for all pregnant and child-bearing women regardless of ethnicity or socioeconomic status.

The MCAH AFA application has been reviewed and approved as to form by County Counsel.



**BUDGET SUMMARY**

**FISCAL YEAR**  
2020-21

**BUDGET**  
ORIGINAL

**BUDGET STATUS**  
ACTIVE

**BUDGET BALANCE**  
2.67

Version 7.0 - 150 Quarterly 4.20.20

Program:	Maternal, Child and Adolescent Health (MCAH)																
Agency:	202016 Kings																
SubK:																	
		MCAH-TV			MCAH-SIDS		OAH		AGENCY FUNDS		NON-ENHANCED MATCHING (50/50)			ENHANCED MATCHING (75/25)			
	(1)	(2)	(3)	(4)	(5)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
	TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	OAH	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
	ALLOCATION(S)	→	111,238.00		3,000.00		0.00										#VALUE!

EXPENSE CATEGORY	(1)	(2)	(3)	(4)	(5)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
(I) PERSONNEL	276,227.46		86,368.51		0.00		0.00		0.00		0.00		80,237.66		0.00		109,621.30
(II) OPERATING EXPENSES	23,046.00		8,023.44		0.00		0.00		0.00		0.00		14,222.56		0.00		800.00
(III) CAPITAL EXPENDITURES	0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(IV) OTHER COSTS	3,000.00		0.00		3,000.00		0.00		0.00		0.00		0.00		0.00		0.00
(V) INDIRECT COSTS	53,864.35		16,843.38		0.00		0.00		0.00		0.00		37,020.97		0.00		0.00
<b>BUDGET TOTALS*</b>	356,137.81	31.23%	111,235.33	0.84%	3,000.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	36.92%	131,481.19	0.00%	0.00	31.01%	110,421.30
<b>BALANCE(S)</b>	→		2.67		0.00		0.00										

TOTAL MCAH-TV	111,235.33	→	111,235.33														
TOTAL MCAH-SIDS	3,000.00	→		3,000.00													
TOTAL TITLE XIX	148,556.58	→								0.00	[50%]	65,740.60		0.00	[75%]	82,815.98	
TOTAL AGENCY FUNDS	93,345.91	→							0.00		[50%]	65,740.59			[25%]	27,605.32	

**\$ 262,791.91** Maximum Amount Payable from State and Federal resources

WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

MCAH/PROJECT DIRECTOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ AGENCY FISCAL AGENT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT	PCA Codes	MCAH-TV	MCAH-SIDS	OAH	AGENCY FUNDS	MCAH-Cnty NE	MCAH-Cnty E
(I) PERSONNEL	53107	86,368.51	53112	0.00		53118	53117
(II) OPERATING EXPENSES		8,023.44		0.00		40,118.83	82,215.98
(III) CAPITAL EXPENSES		0.00		0.00		7,111.28	600.00
(IV) OTHER COSTS		0.00		0.00		0.00	0.00
(V) INDIRECT COSTS		16,843.38		3,000.00		0.00	0.00
Totals for PCA Codes	262,791.91	111,235.33	3,000.00	0.00		18,510.49	0.00
						65,740.60	82,815.98

Program: Maternal, Child and Adolescent Health (MCAH)		UNMATCHED FUNDING										NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
Agency: 202016 Kings		MCAH-TV		MCAH-SIDS		OAH		AGENCY FUNDS		MCAH-Only NE		MCAH-Only E							
SubK:		(1)	(2)	(3)	(4)	(5)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
		TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	OAH	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*	
<b>(II) OPERATING EXPENSES DETAIL</b>																			
TOTAL OPERATING EXPENSES		23,046.00		8,023.44		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
													45.40%	14,222.56		0.00		800.00	
													% TRAVEL NON-ENH MATCH				% TRAVEL ENH MATCH	% PERSONNEL MATCH	
TRAVEL		4,000.00	34.60%	1,384.00		0.00		0.00		0.00		0.00	45.40%	1,816.00		0.00	20.00%	800.00	0.00%
TRAINING		7,000.00	34.86%	2,440.20		0.00		0.00		0.00		0.00	65.14%	4,559.80		0.00		0.00	0.80%
1 Communications		1,510.00	34.86%	526.39		0.00		0.00		0.00		0.00	65.14%	983.61					0.80%
2 Information Services		7,386.00	34.86%	2,574.76		0.00		0.00		0.00		0.00	65.14%	4,811.24					0.80%
3 Office Expense		3,150.00	34.86%	1,098.09		0.00		0.00		0.00		0.00	65.14%	2,051.91					0.80%
4				0.00		0.00		0.00		0.00		0.00		0.00					
5				0.00		0.00		0.00		0.00		0.00		0.00					
6				0.00		0.00		0.00		0.00		0.00		0.00					
7				0.00		0.00		0.00		0.00		0.00		0.00					
8				0.00		0.00		0.00		0.00		0.00		0.00					
9				0.00		0.00		0.00		0.00		0.00		0.00					
10				0.00		0.00		0.00		0.00		0.00		0.00					
11				0.00		0.00		0.00		0.00		0.00		0.00					
12				0.00		0.00		0.00		0.00		0.00		0.00					
13				0.00		0.00		0.00		0.00		0.00		0.00					
14				0.00		0.00		0.00		0.00		0.00		0.00					
15				0.00		0.00		0.00		0.00		0.00		0.00					
** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.																			
<b>(III) CAPITAL EXPENDITURE DETAIL</b>																			
TOTAL CAPITAL EXPENDITURES				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
<b>(IV) OTHER COSTS DETAIL</b>																			
TOTAL OTHER COSTS		3,000.00		0.00		3,000.00		0.00		0.00		0.00		0.00		0.00		0.00	
SUBCONTRACTS																			
1				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
2				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
3				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
4				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
5				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
OTHER CHARGES																			
1 SIDS		3,000.00	0.00%	0.00	100.00%	3,000.00		0.00		0.00		0.00		0.00		0.00		0.00	
2				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
3				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
4				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
5				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
6				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
7				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
8				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
<b>(V) INDIRECT COSTS DETAIL</b>																			
TOTAL INDIRECT COSTS		53,864.35		16,843.38		0.00		0.00		0.00		0.00		37,020.97					
19.50% of Total Wages + Fringe Benefits		53,864.35	31.27%	16,843.38		0.00		0.00		0.00		0.00	68.73%	37,020.97					



**BUDGET SUMMARY**

FISCAL YEAR  
**2021-22**

BUDGET  
**ORIGINAL**

BUDGET STATUS  
**ACTIVE**

BUDGET BALANCE  
**2.67**

Version 7.0 - 150 Quarterly 4.20.20

Program:	<b>Maternal, Child and Adolescent Health (MCAH)</b>																
Agency:	<b>202016 Kings</b>																
SubK:																	
		MCAH-TV			MCAH-SIDS		OAH		AGENCY FUNDS		NON-ENHANCED MATCHING (50/50)			ENHANCED MATCHING (75/25)			
	(1)	(2)	(3)	(4)	(5)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
	TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	OAH	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*
	ALLOCATION(S)	→	111,238.00		3,000.00		0.00										#VALUE!

EXPENSE CATEGORY	(1)	(2)	(3)	(4)	(5)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
(I) PERSONNEL	276,227.46		86,368.51		0.00		0.00		0.00		0.00		80,237.66		0.00		109,621.30
(II) OPERATING EXPENSES	23,046.00		8,023.44		0.00		0.00		0.00		0.00		14,222.56		0.00		800.00
(III) CAPITAL EXPENDITURES	0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
(IV) OTHER COSTS	3,000.00		0.00		3,000.00		0.00		0.00		0.00		0.00		0.00		0.00
(V) INDIRECT COSTS	53,864.35		16,843.38		0.00		0.00		0.00		0.00		37,020.97		0.00		0.00
<b>BUDGET TOTALS*</b>	356,137.81	31.23%	111,235.33	0.84%	3,000.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	36.92%	131,481.19	0.00%	0.00	31.01%	110,421.30
<b>BALANCE(S)</b>	→		2.67		0.00		0.00										

TOTAL MCAH-TV	111,235.33	→	111,235.33														
TOTAL MCAH-SIDS	3,000.00	→		3,000.00													
TOTAL TITLE XIX	148,556.58	→								0.00	[50%]	65,740.60		0.00	[75%]	82,815.98	
TOTAL AGENCY FUNDS	93,345.91	→							0.00		[50%]	65,740.59			[25%]	27,605.32	

**\$ 262,791.91** Maximum Amount Payable from State and Federal resources

WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

MCAH/PROJECT DIRECTOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ AGENCY FISCAL AGENT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT	PCA Codes	MCAH-TV	MCAH-SIDS	OAH	AGENCY FUNDS	MCAH-Cnty NE	MCAH-Cnty E
(I) PERSONNEL	53107	86,368.51	53112	0.00		53118	53117
(II) OPERATING EXPENSES		8,023.44		0.00		40,118.83	82,215.98
(III) CAPITAL EXPENSES		0.00		0.00		7,111.28	600.00
(IV) OTHER COSTS		0.00		0.00		0.00	0.00
(V) INDIRECT COSTS		16,843.38		3,000.00		0.00	0.00
Totals for PCA Codes	262,791.91	111,235.33	3,000.00	0.00		18,510.49	0.00
						65,740.60	82,815.98

Program: Maternal, Child and Adolescent Health (MCAH)		UNMATCHED FUNDING										NON-ENHANCED MATCHING (50/50)				ENHANCED MATCHING (75/25)			
Agency: 202016 Kings		MCAH-TV		MCAH-SIDS		OAH		AGENCY FUNDS		MCAH-Only NE		MCAH-Only E							
		(1)	(2)	(3)	(4)	(5)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	
		TOTAL FUNDING	%	MCAH-TV	%	MCAH-SIDS	%	OAH	%	Agency Funds*	%	Combined Fed/State	%	Combined Fed/Agency*	%	Combined Fed/State	%	Combined Fed/Agency*	
													% TRAVEL NON-ENH MATCH			% TRAVEL ENH MATCH		% PERSONNEL MATCH	
<b>(II) OPERATING EXPENSES DETAIL</b>																			
<b>TOTAL OPERATING EXPENSES</b>		<b>23,046.00</b>		<b>8,023.44</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>14,222.56</b>		<b>0.00</b>		<b>800.00</b>	<b>65.94%</b>
TRAVEL		4,000.00	34.60%	1,384.00		0.00		0.00		0.00		0.00	45.40%	1,816.00		0.00	20.00%	800.00	0.00%
TRAINING		7,000.00	34.86%	2,440.20		0.00		0.00		0.00		0.00	65.14%	4,559.80		0.00		0.00	0.80%
1 Communications		1,510.00	34.86%	526.39		0.00		0.00		0.00		0.00	65.14%	983.61					0.80%
2 Information Services		7,386.00	34.86%	2,574.76		0.00		0.00		0.00		0.00	65.14%	4,811.24					0.80%
3 Office Expense		3,150.00	34.86%	1,098.09		0.00		0.00		0.00		0.00	65.14%	2,051.91					0.80%
4				0.00		0.00		0.00		0.00		0.00		0.00					
5				0.00		0.00		0.00		0.00		0.00		0.00					
6				0.00		0.00		0.00		0.00		0.00		0.00					
7				0.00		0.00		0.00		0.00		0.00		0.00					
8				0.00		0.00		0.00		0.00		0.00		0.00					
9				0.00		0.00		0.00		0.00		0.00		0.00					
10				0.00		0.00		0.00		0.00		0.00		0.00					
11				0.00		0.00		0.00		0.00		0.00		0.00					
12				0.00		0.00		0.00		0.00		0.00		0.00					
13				0.00		0.00		0.00		0.00		0.00		0.00					
14				0.00		0.00		0.00		0.00		0.00		0.00					
15				0.00		0.00		0.00		0.00		0.00		0.00					
** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.																			
<b>(III) CAPITAL EXPENDITURE DETAIL</b>				0.00		0.00		0.00		0.00		0.00		0.00					
<b>TOTAL CAPITAL EXPENDITURES</b>				0.00		0.00		0.00		0.00		0.00		0.00					
<b>(IV) OTHER COSTS DETAIL</b>				0.00		3,000.00		0.00		0.00		0.00		0.00		0.00		0.00	65.94%
<b>TOTAL OTHER COSTS</b>		<b>3,000.00</b>		<b>0.00</b>		<b>3,000.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	
<b>SUBCONTRACTS</b>				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00
1				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00
2				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00
3				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00
4				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00
5				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	0.00
<b>OTHER CHARGES</b>				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	Match Available
1 SIDS		3,000.00	0.00%	0.00	100.00%	3,000.00		0.00		0.00		0.00		0.00		0.00		0.00	65.94%
2				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
3				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
4				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
5				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
6				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
7				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
8				0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00	
<b>(V) INDIRECT COSTS DETAIL</b>				16,843.38		0.00		0.00		0.00		0.00		37,020.97					
<b>TOTAL INDIRECT COSTS</b>		<b>53,864.35</b>		<b>16,843.38</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>37,020.97</b>					
19.50% of Total Wages + Fringe Benefits		53,864.35	31.27%	16,843.38		0.00		0.00		0.00		0.00	68.73%	37,020.97					



# FY 2020-2021 AGREEMENT FUNDING APPLICATION (AFA) CHECKLIST

Agency Name: Kings County Department of Public Health  
Agreement #: 2020-16 Program:  MCAH  BIH  AFLP  CHVP  
(Check one box only)

Please check the box next to all submitted documents. All documents must be submitted by email using the required naming convention on page 2.	
<input checked="" type="checkbox"/>	1. <u>AFA Checklist</u>
<input checked="" type="checkbox"/>	2. <u>Agency Information Form</u> (Excel version and PDF with signatures)
<input checked="" type="checkbox"/>	3. <u>Signed Budget Template</u> for FY 20.21 only. Budget has been prepopulated with your most current 19.20 budget on file.
<input type="checkbox"/>	4. <u>CDPH 9083 Government Agency Taxpayer ID Form</u> -Only if remit to address has changed.
<input checked="" type="checkbox"/>	5. <u>Attestation of Compliance with the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff</u>

Please contact your Contract Manager (CM) if you have any questions.

**AGREEMENT FUNDING APPLICATION  
POLICY COMPLIANCE AND CERTIFICATION**

Please enter the **agreement or contract** number for each of the applicable programs

2020-16	<u>MCAH</u>	0	<u>BIH</u>		0	<u>AFLP</u>	
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The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations and policies with which it has certified it will comply.

Chairman, Board of Supervisors

Original signature of official authorized to  
commit the Agency to an MCAH Agreement

Title

Doug Verboon

Name (Print)

Date

MCAH Director

Original signature of MCAH/AFLP Director

Title

Nichole Fisher

Name (Print)

Date



**AGREEMENT FUNDING APPLICATION  
POLICY COMPLIANCE AND CERTIFICATION**

Please enter the **agreement or contract** number for each of the applicable programs

2020-16	<u>MCAH</u>	0	<u>BIH</u>		0	<u>AFLP</u>	
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The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations and policies with which it has certified it will comply.

<p>Original signature of official authorized to commit the Agency to an MCAH Agreement</p>		<p>Chairman, Board of Supervisors</p>	
<p>_____</p>		<p>_____</p>	
<p>Doug Verboon</p>		<p>_____</p>	
<p>Name (Print)</p>		<p>Date</p>	
<p>Original signature of MCAH/AFLP Director</p>		<p>MCAH Director</p>	
<p>_____</p>		<p>_____</p>	
<p>Nichole Fisher</p>		<p>_____</p>	
<p>Name (Print)</p>		<p>Date</p>	

	CONTACT	FIRST NAME	LAST NAME	TITLE	ADDRESS	PHONE	EMAIL ADDRESS
1	AGENCY EXECUTIVE DIRECTOR	Edward	Hill	Director of Public Health	330 Campus Drive Hanford Ca 93230	559-852-2625	Edward.Hill@co.kings.ca.us
2	MCAH DIRECTOR	Nichole	Fisher	Nurse Division Manager	330 Campus Drive Hanford Ca 93230	559-852-2586	Nichole.Fisher@co.kings.ca.us
3	MCAH COORDINATOR (Only complete if different from #2)	Maricela	Castellanos	Public Health Nurse	330 Campus Drive Hanford Ca 93230	559-852-4824	Maricela.Castellanos@co.kings.ca.us
4	MCAH FISCAL CONTACT	Desiree	Aragon	Fiscal Specialist	330 Campus Drive Hanford Ca 93230	559-852-2632	Desiree.Aragon@co.kings.ca.us
5	FISCAL OFFICER	Edward	Hill	Director of Public Health	330 Campus Drive Hanford Ca 93230	559-852-2625	Edward.Hill@co.kings.ca.us
6	CLERK OF THE BOARD or	Catherine	Venturella	Clerk of the Board	1400 W. Lacey Blvd Hanford Ca 93230	559-852-2370	Catherine.Venturella@co.kings.ca.us
7	CHAIR BOARD OF SUPERVISORS	Doug	Verboon	Chair Board of Supervisors	1400 W. Lacey Blvd Hanford Ca 93230	559-852-2366	Doug.Verboon@co.kings.ca.us
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY	Doug	Verboon	Chair Board of Supervisors	1400 W. Lacey Blvd Hanford Ca 93230	559-852-2366	Doug.Verboon@co.kings.ca.us
9	FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR	N/A	N/A	N/A	N/A	N/A	N/A
10	SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR/CONTACT	Czarina	Marasigan	Public Health Nurse	330 Campus Drive Hanford Ca 93230	559-852-4847	Czarina.marasigan@co.kings.ca.us
11	PERINATAL SERVICES COORDINATOR	Czarina	Marasigan	Public Health Nurse	330 Campus Drive Hanford Ca 93230	559-852-4847	Czarina.marasigan@co.kings.ca.us



SONIA Y. ANGELL, MD, MPH  
State Public Health Officer & Director

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

**Attestation of Compliance with the Requirements for Enhanced Title XIX Federal Financial Participation (FFP) Rate Reimbursement for Skilled Professional Medical Personnel (SPMP) and their Direct Clerical Support Staff**

In compliance with the Social Security Act (SSA) section 1903(a)(2), Title 42 Code of Federal Regulations (CFR) part 432.2 and 432.50, and the Federal and State guidelines provided, the County of Kings has determined that the list of individuals in the attached Exhibit A are eligible for the enhanced SPMP reimbursement rate, for the State Fiscal Year 2020-2021, based on our review of all the criteria below:

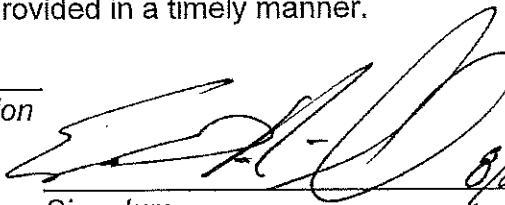
- Professional Education and Training
- Job Classification
- Job Duties /Duty Statement
- Specific Tasks (if only a portion will be claimed as SPMP enhanced functions)
- Organizational Chart
- Accurate, complete, and signed SPMP Questionnaire
- Active California License/Certification

The undersigned hereby attests that he/she:

- Has personally reviewed the criteria above and its supporting documentation, and determined that the individuals meet the federal requirements for the enhanced SPMP reimbursement rate.
- Will maintain all the aforementioned records and supporting documentation for audit purposes for a minimum of 3 years.
- Certifies that SPMP expenditures are from eligible non-federal sources and are in accordance with 42 CFR Section 433.51
- Understands that if SPMP requirements are not met, the agency will be financially responsible for repaying the costs to the California Department of Public Health (CDPH).
- Understands that CDPH may request additional information to substantiate the SPMP claims and such information must be provided in a timely manner.

County of Kings  
Agency Name/ Local Health Jurisdiction

Edward Hill, Director of Public Health  
Name and Title

  
Signature      8/24/2020  
Date



**SPMP ATTESTATION  
Exhibit A**

	<b>Agency Employee</b>	<b>Classification/Position</b>	<b>Professional Education/Training</b>	<b>Type of License</b>	<b>Active CA License No./ Certification No.</b>
1	<del>Nichole Fisher</del>	Public Health Nurse/MCAH Director	Bachelor of Science in Nursing	RN/PHN	634520/68107
2	<del>Maricela Castellanos</del>	Public Health Nurse/MCAH Coordinator	Bachelor of Science in Nursing	RN/PHN	784036/79833
3	<del>Czarina Marasigan</del>	Public Health Nurse/Perinatal Services Coordinator/SIDS Coordinator	Bachelor of Science in Nursing	RN/PHN	780352/78685
4	<del>Veronica Ticman</del>	County Health Nurse	Bachelor of Science in Nursing	RN	95070256
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## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

**Agency Name:** Kings County Department of Public Health

**Agreement/Grant Number:** 2020-16

**Compliance Attestation for Fiscal Year:** 2020-2021

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

#### Signed

**Kings County Department of Public Health**  
*Agency Name*

**2020-16**  
*Agreement/Grant Number*

Click or tap here to enter text.  
*of MCAH Director*  
*Signature of AFLP Director (CBOs only)*

Click or tap here to enter text.  
*Signature*  
*Date*

**Nichole Fisher**  
*Printed Name of MCAH Director*  
*Printed Name of AFLP Director (CBOs only)*

Click or tap to enter a date.  
*Date*

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES  
HEALTH AND SAFETY CODE  
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

- (a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.
- (b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.
- (c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

- (1) All information shall be medically accurate, current, and objective.
  - (2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.
  - (3) The program content shall be age appropriate for its targeted population.
  - (4) The program shall be culturally and linguistically appropriate for its targeted populations.
  - (5) The program shall not teach or promote religious doctrine.
  - (6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.
  - (7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.
- (b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

## Exhibit K

### Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

- (1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.
- (2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).
- (c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.
- (d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.
- (e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.
- (f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.
- (g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).
- (h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

## CERTIFICATION OF INDIRECT COST RATE METHODOLOGY

Please list the Indirect Cost Rate (ICR) Percentage and supporting methodology for the contract or allocation with the California Department of Public Health, Maternal Child and Adolescent Health Division (CDPH/MCAH Division).

Date: 6/5/2019

Agency Name: County of Kings

Contract/Agreement Number: 2019/16

Contract Term/Allocation Fiscal Year: FY 2019-20

### **1. NON-PROFIT AGENCIES/ COMMUNITY BASED ORGANIZATIONS (CBO)**

Non-profit agencies or CBOs that have an approved ICR from their Federal cognizant agency are allowed to charge their approved ICR or may elect to charge less than the agency's approved ICR percentage rate.

Private non-profits local agencies that do not have an approved ICR from their Federal cognizant agency are allowed a maximum ICR percentage of 15.0 percent of the Total Personnel Costs.

The ICR percentage rate listed below must match the percentage listed on the Contract/Allocation Budget.

\_\_\_\_\_ % Fixed Percent of:

Total Personnel Costs:

### **2. LOCAL HEALTH JURISDICTIONS (LHJ)**

LHJs are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch ICR or may elect to charge less than the agency's approved ICR percentage rate. The ICR rate may not exceed 25.0 percent of Total Personnel Costs or 15.0 percent of Total Direct Costs. The ICR application (i.e. Total Personnel Costs or Total Allowable Direct Costs) may not differ from the approved ICR percentage rate.

The ICR percentage rate listed below must match the percentage listed on the Allocation/Contracted Budget.

**25.00%** Fixed Percent of:

Total Personnel Costs:

Total Allowable Direct Costs:

### **3. OTHER GOVERNMENTAL AGENCIES AND PUBLIC UNIVERSITIES**

University Agencies are allowed up to the maximum ICR percentage approved by the agency's Federal cognizant agency ICR or may elect to charge less than the agency's approved ICR percentage rate. Total Personnel Costs or Total Direct Costs cannot change.

\_\_\_\_\_ % Fixed Percent of:

Total Personnel Costs (Includes Fringe Benefits)

Total Personnel Costs (Excludes Fringe Benefits)

Total Allowable Direct Costs



## CERTIFICATION OF INDIRECT COST RATE METHODOLOGY


Please provide you agency's detailed methodology that includes all indirect costs, fees and percentages in the box below.

Indirect Costs are base on FTE and include the following Accounts:

REGULAR EMPLOYEE SALARIES  
EXTRA HELP SALARIES  
OVERTIME  
RETIREMENT  
HEALTH INSURANCE  
MANAGEMENT BENEFITS  
WORMMANS COMP INSURANCE  
UNEMPLOYMENT INSURANCE  
O.A.S.D.I.  
24 HOUR CUSTODY MEDICAL  
CASH OVER/STORAGE  
CONTRIBUTIONS TO OTHER GOVT. AGENCYS  
INCENTIVES  
LAB SERVICES  
LABORATORY SUPPLIES  
MEDICAL, DENTAL & LAB SERVICES  
MEDICAL COST/TRANSPORTATION/MAINTENANCE  
MEDICAL SUPPLIES  
PROFESSIONAL LICENSE FEES  
OFFSET PRINTING/STORES  
LAB REFRIGERATOR  
MOBILE DECONTAMINATION UNIT  
MAINTENANCE EQUIPMENT  
MAINTENANCE S.I.&G.  
INFORMATION TECHNOLOGY SERVICES  
INSURANCE - MALPRACTICE  
MEMEBERSHIPS  
MOTOR POOL SERVICES  
BOOKS AND PERIODICALS  
COMPUTER SOFTWARE  
OFFICE EQUIPMENT  
OFFICE EXPENSE  
PUBLIC EDUCATION MATERIALS

Please submit this form via email to your assigned Contract Manager.

The undersigned certifies that the costs used to calculate the ICR are based on the most recent, available and independently audited actual financials and are the same costs approved by the CDPH to determine the Department approved ICR.

Signature: 

Printed First & Last Name: Nancy Gerking

Title/Position: Fiscal Analyst II

Date: 6/5/2019

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: 2020-16
Previous Contract Number (if applicable): 2019-16
Contractor's Name: Kings County Department of Public Health
Contractor's Complete Address: 330 Campus Drive, Hanford, CA 93230
Contractor's Contact Person: Maricela Castellanos
Contact's Telephone Number: 559-852-4824

Date Current Contract Expires: June 30, 2021
CDPH Program Name: Maternal, Child and Adolescent Health
CDPH Program Contract Manager: Aaron Gillis
CDPH Program Address: 1615 Capitol Ave, PO Box 997420-MS 8300, Sacramento, CA 95814
CDPH Program Contract Manager's Telephone Number: 916-322-5516
Date of this Report: 5/10/20

(THIS IS NOT A BUDGET FORM)

Table with 7 columns: STATE/CDPH PROPERTY TAG, QUANTITY, ITEM DESCRIPTION, UNIT COST PER ITEM (Before Tax), CDPH ASSET MGMT. USE ONLY (DISPOSAL) Number, ORIGINAL PURCHASE DATE, MAJOR/MINOR EQUIPMENT SERIAL NUMBER, and OPTIONAL PROGRAM USE ONLY. The first row contains 'NOTHING TO REPORT'.

## INSTRUCTIONS FOR CDPH 1204

(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to: (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Public Health Administrative Manual (PHAM)*, Section 1-1000 and Section 3-1320.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

**Inventory:** List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See PHAM, Section 1-1020.)

**Disposal:** (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See PHAM, Section 1-1050.)

- List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;
  - Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**
    - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
    - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)
  - Minor Equipment/Property: **(These items were issued green state/ CDPH property tags.)**

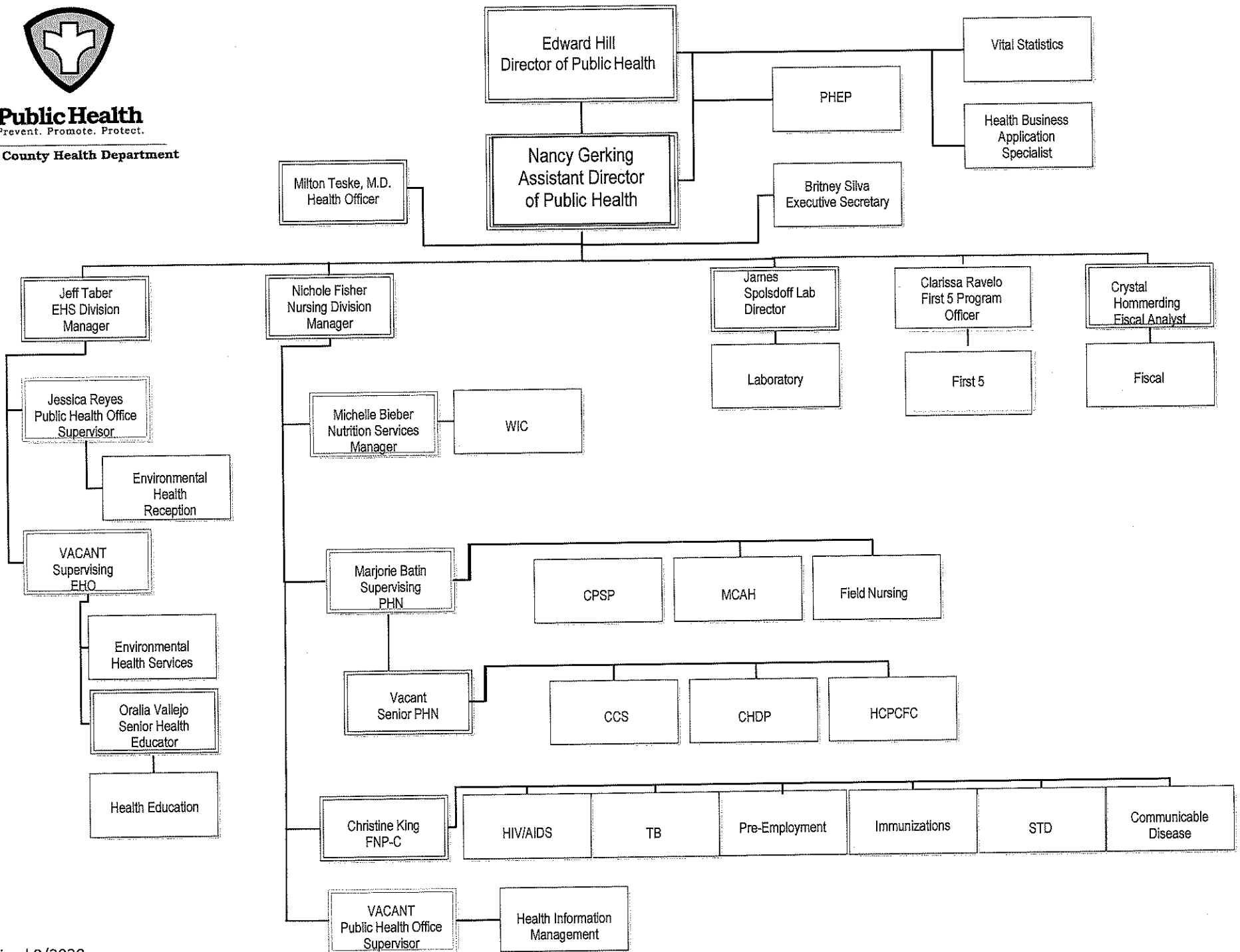
Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.
- If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See PHAM, Section 17-4000.)
- If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")
- The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, Sacramento, CA 95899-7377.
- Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 341-6168.



**Public Health**  
Prevent. Promote. Protect.

**Kings County Health Department**

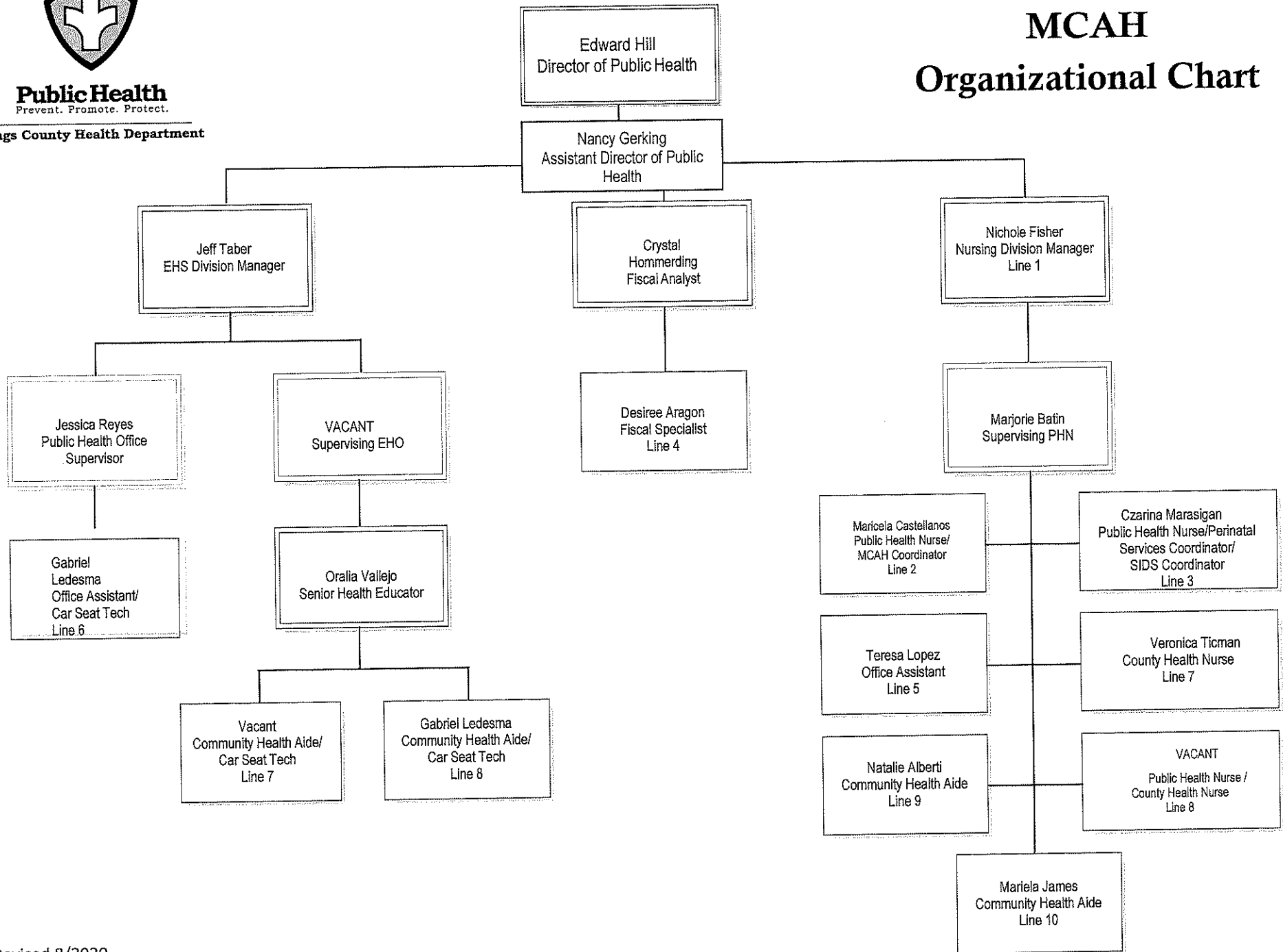




**Public Health**  
Prevent. Promote. Protect.

**Kings County Health Department**

# MCAH Organizational Chart



California Department of Public Health (CDPH)  
Maternal, Child and Adolescent Health (MCAH) Program  
Scope of Work (SOW)

**IMPORTANT:** By clicking this box, I agree to allow the state MCAH Program to post my Scope of Work on the CDPH/MCAH website.

The Local Health Jurisdiction (LHJ), in collaboration with the State MCAH Program, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families. The goals and objectives in this MCAH SOW incorporate local problems identified by LHJs in the 5-Year Needs Assessments and reflect the Title V priorities of the MCAH Division. The local 5-Year Needs Assessment identified problems that LHJs may address in their 5-Year Action Plans. The LHJ 5-Year Action Plans inform the development of the annual MCAH SOW.

**All LHJs must perform the activities in the shaded areas in Goals 1-3 and monitor and report on the corresponding evaluation/performance measures.**

In addition, each LHJ is required to develop at least two local objectives in Goal 1, one to address the health of reproductive age women and one to address the needs of pregnant women and two local objectives for Goal 3, a SIDS/SUID objective and an objective to improve infant health. LHJs that receive FIMR funding will perform the activities in the shaded area in Goal 3.5, including one local objective addressing fetal, neonatal, post-neonatal and infant deaths. In the second shaded column of 3.5a, Intervention Activities to Meet Objectives, insert the number and percent of cases that will be reviewed for the fiscal year. Lastly, if resources allow, LHJs should develop additional objectives, which can be placed under any of the Goals 1-5. All activities in this SOW must take place within the fiscal year. Please see the [MCAH Policies and Procedures](#) for further instructions on completing the SOW.

The development of this SOW was guided by several public health frameworks including the ones listed below. Please consider integrating these approaches when conceptualizing and organizing local program, policy, and evaluation efforts.

- o [The Ten Essential Services of Public Health](#)
- o [The Spectrum of Prevention](#)
- o [Life Course Perspective](#)
- o [The Social-Ecological Model](#)
- o [Social Determinants of Health](#)
- o [Strengthening Families](#)

All Title V programs must comply with the MCAH Fiscal Policies and Procedures Manual, which is found on the CDPH/MCAH website

CDPH/MCAH Division expects each LHJ to make progress towards Title V State Performance Measures and Healthy People 2020 goals. These goals involve complex issues and are difficult to achieve, particularly in the short term. As such, in addition to the required activities to address Title V State Priorities and requirements, the MCAH SOW provides LHJs the opportunity to develop locally determined objectives and activities that can be realistically achieved given the scope and resources of local MCAH programs.

LHJs are required to comply with requirements as stated in the MCAH Program Policies and Procedures Manual, such as attending statewide meetings, conducting a Needs Assessment every five years, submitting Agreement Funding Applications, and completing Annual Progress Reports.

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 1: Women/Maternal Domain: Improve access to and utilization of comprehensive, quality health and social services**

The shaded and/or highlighted areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>Objective 1.1</b></p> <p><b>All women of reproductive age, pregnant women, infants, children, adolescents and children and youth with special health care needs (CYSHCN) will have access to needed and preventive, medical, dental, and social services by:</b></p> <ul style="list-style-type: none"> <li>• Targeting outreach services to identify pregnant women, women of reproductive age, infants, children and adolescents and their families who are eligible for Medi-Cal assistance or other publicly provided health care programs and assist them in applying for these benefits<sup>2</sup></li> <li>• Decreasing Medi-Cal eligible women, children, post-partum women without insurance<sup>1</sup></li> </ul>	<p><b>Assessment</b></p> <p><b>1.1a</b></p> <ul style="list-style-type: none"> <li>i. Identify and monitor the health status of women of reproductive age, pregnant women, infants, children, adolescents, and CYSHCN, including the social determinants of health and access/barriers to the provision of:                             <ul style="list-style-type: none"> <li>• Preventive, medical, dental, and social services</li> </ul> </li> <li>ii. Review data books and monitor trends over time, geographic areas and population group disparities</li> <li>iii. Annually, share your data with key local health department leadership</li> </ul>	<p><b>1.1a</b></p> <ul style="list-style-type: none"> <li>i. This deliverable will be fulfilled by completing and submitting your Community Profile with your Agreement Funding Application each year</li> <li>ii. Briefly describe process for monitoring and interpreting data</li> <li>iii. Report the date data shared with the key health department leadership. Briefly describe their response, if significant.</li> </ul>	<p><b>1.1a</b></p> <p>Nothing is entered here.</p>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 1: Women/Maternal Domain: Improve access to and utilization of comprehensive, quality health and social services**

The shaded and/or highlighted areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p><b>1.1b</b>                      Participate in collaboratives, coalitions, community organizations, etc., to review data and develop policies and products to address social determinants of health and disparities.</p>	<p><b>1.1b</b>                      Report the total number of collaboratives with MCAH staff participation.</p> <p>Submit online Collaborative Surveys that document participation, objectives, activities and accomplishments of MCAH – related collaboratives.</p>	<p><b>1.1b</b>                      List policies or products developed to improve infrastructure that address MCAH priorities.</p>
	<p><b>Policy Development</b>  <b>1.1c</b>                      i. Review, revise and enact protocols or policies that facilitate access to Medi-Cal, California Children’s Services (CCS), Covered CA, and Women, Infants, and Children (WIC)</p>	<p><b>1.1c</b>                      i. List types of protocols or policies developed or revised to facilitate access to health care services.</p>	<p><b>1.1c</b>                      i. List formal and informal agreements in place including Memoranda of Understanding with Medi-Cal Managed Care Plans (MCP) or other organizations that address the needs of mothers and infants</p>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements



**Goal 1: Women/Maternal Domain: Improve access to and utilization of comprehensive, quality health and social services**

The shaded and/or highlighted areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	ii. Develop and implement protocols to ensure all clients in MCAH programs are enrolled in a health insurance plan, linked to a provider, and complete an annual visit. Protocols include the following key components: <ul style="list-style-type: none"> <li>• Assist clients to enroll in health insurance</li> <li>• Link clients to a health care provider for a preventive and/or medical visit</li> <li>• Develop a tracking mechanism to verify that the client enrolled in health insurance, completed a preventive or well medical visit</li> </ul>	ii. Briefly describe the key components of the protocols developed to ensure all clients in MCAH programs are enrolled in insurance or a health plan, linked to a provider and complete an annual preventative and/or medical visit.	ii. Describe and summarize the impact of protocols or policy and systems changes that facilitate access to Medi-Cal, CCS, Covered CA, and WIC.
	<b>Assurance 1.1d</b> Develop staff knowledge and public health competencies for MCAH related issues	<b>1.1d</b> Summarize staff knowledge and competencies gained	<b>1.1d</b> Nothing is entered here

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 1: Women/Maternal Domain: Improve access to and utilization of comprehensive, quality health and social services**

The shaded and/or highlighted areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<b>1.1e</b> Conduct activities to facilitate referrals to Medi-Cal, Covered CA, CCS, and other low cost/no-cost health insurance programs for health care coverage <sup>2</sup>	<b>1.1e</b> Describe activities to ensure referrals to health insurance, programs and preventive visits	<b>1.1e</b> Report the number of referrals to Medi-Cal, Covered CA, CCS, or other low/no-cost health insurance or programs.
	<b>1.1f</b> Provide a toll-free or "no-cost to the calling party" telephone information service and other appropriate methods of communication, e.g., local MCAH Program web page to the local community <sup>2</sup> to facilitate linkage of MCAH population to services	<b>1.1f</b> Describe the methods of communication, including the, cultural and linguistic challenges and solutions to linking the MCAH population to services	<b>1.1f</b> Report the following: <ul style="list-style-type: none"> <li>• Number of calls to the toll-free or "no-cost to the calling party" telephone information service</li> <li>• The number of web hits to the appropriate local MCAH Program webpage</li> </ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 1.2: WOMEN/MATERNAL DOMAIN: Improve access to and utilization of comprehensive, quality health and social services for reproductive age women.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>REQUIRED LOCAL OBJECTIVE:</b> Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ is required to develop at least one specific short and/or intermediate SMART outcome objective(s) to address access to needed preventive services. <i>Number each locally developed objective as follows: 1.2, 1.2a, 1.2b, 1.2c, 1.2d, etc.</i></p>			
<p><b>Objective 1.2</b>                       By June 30, 2021, promote STI education, awareness and resources to 80 percent of women of reproductive age and their partners who present to the Kings County Health Department for services or are seen by a Public Health Nurse.</p>	<p><b>1.2a</b></p> <ul style="list-style-type: none"> <li>• Work with internal Intervention &amp; Prevention (I&amp;P) unit to monitor STI trends and to identify what populations are affected.</li> <li>• Provide local health care clinics, CPSP providers, school nurses, community coalition partners, etc. with Kings County STI statistics.</li> <li>• Work with agencies to identify the at-risk STI population to educate and reinforce preventative measures.</li> <li>• Links to online resources that can provide additional data and educational information.</li> <li>• Identify community partners to reinforce educational awareness (clinics, Medi-Cal managed care plans, Reproductive Sexual Health workgroup, California Health Collaborative, Kings Partnership for Prevention).</li> <li>• Promote education and awareness by creating materials with local data, resources and educational information.</li> </ul>	<p><b>1.2a</b></p> <ul style="list-style-type: none"> <li>• Describe collaborative activities and partners involved.</li> <li>• Describe data collection and review process.</li> <li>• Describe educational and awareness materials.</li> </ul>	<p><b>1.2a</b></p> <ul style="list-style-type: none"> <li>• Number of partners with whom the data was presented to or shared with.</li> <li>• Number of partners with whom the educational and awareness materials were shared with.</li> </ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 1.3: WOMEN/MATERNAL DOMAIN: All pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>Objective 1.3</b></p> <p><b>All women will have access to quality maternal and early perinatal care, including CPSP services for Medi-Cal eligible women by:</b></p> <ul style="list-style-type: none"> <li>Increasing first trimester prenatal care initiation<sup>1</sup></li> <li>Increasing postpartum visit<sup>1</sup></li> <li>Increasing access to providers that can provide the appropriate services and level of care for reproductive age women<sup>1</sup></li> </ul>	<p><b>Assurance</b></p> <p><b>1.3a</b></p> <ul style="list-style-type: none"> <li>i. Develop MCAH staff knowledge of the system of maternal and perinatal care</li> <li>ii. Develop a comprehensive resource and referral guide of available health and social services</li> <li>iii. Attend the yearly CPSP statewide meeting</li> <li>iv. Conduct local activities to facilitate increased access to early and quality perinatal care</li> </ul>	<p><b>1.3a</b></p> <p>Report the following:</p> <ul style="list-style-type: none"> <li>i. List of trainings received by staff on perinatal care, such as roundtables, regional meetings, collaborative work</li> <li>ii. Submit resource and referral guide</li> <li>iii. Date and attendance at the CPSP yearly meeting</li> <li>iv. List activities implemented to increase access of women to early and quality perinatal care. Identify barriers and opportunities to improve access to early and quality perinatal care</li> </ul>	<p><b>1.3a</b></p> <p>Provide the number and describe the outcomes of:</p> <ul style="list-style-type: none"> <li>Roundtable meetings</li> <li>Regional meetings</li> <li>Other maternal and perinatal meetings</li> </ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 1.3: WOMEN/MATERNAL DOMAIN: All pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p><b>1.3b</b>                      Outreach to perinatal providers, including Medi-Cal Managed Care</p> <ol style="list-style-type: none"> <li>i. Enroll in CPSP (Fee-for-Service and FQHC/RHC/IHC providers)</li> <li>ii. Identify and work with MCP liaisons to provide CPSP comparable services</li> <li>iii. Assist MCP providers to provide CPSP comparable services</li> </ol>	<p><b>1.3b</b></p> <ol style="list-style-type: none"> <li>i. Enroll FFS and FQHC/RHC/IHC providers Identify the MCP liaison(s).</li> <li>ii. Work with MCP(s) to provide CPSP comparable services</li> <li>iii. Work with MCP providers to provide CPSP comparable services</li> </ol>	<p><b>1.3b</b>                      Nothing is entered here</p>
	<p><b>1.3c</b>                      Coordinate perinatal activities between MCAH and the Regional Perinatal Programs of California (RPPC) to improve maternal and perinatal systems of care, including coordinated post-partum referral systems for high-risk mothers and infants upon hospital discharge</p>	<p><b>1.3c</b>                      List number of meetings attended to facilitate coordination of activities between RPPC and MCAH and briefly describe outcomes</p>	<p><b>1.3c</b>                      Nothing is entered here.</p>
	<p><b>1.3d</b>                      Conduct technical assistance and face-to-face quality assurance/quality improvement (QA/QI) activities with CPSP providers or managed care providers in collaboration with</p>	<p><b>1.3d</b>                      Report the number of CPSP provider technical assistance activities conducted by phone or email                       Report the number of QA/QI face-</p>	<p><b>1.3d</b>                      Describe the results of technical assistance provided by phone or email                       Describe the results of QA/QI activities that were conducted</p>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 1.3: WOMEN/MATERNAL DOMAIN: All pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	MCP(s) liaison to ensure that CPSP services are implemented and protocols are in place	to-face site visits conducted with: <ul style="list-style-type: none"> <li>• Enrolled CPSP providers</li> <li>• MCPs providers (with MCP liaison(s))</li> <li>• Number of chart reviews</li> </ul> List common problems or barriers and successful interventions	with: <ul style="list-style-type: none"> <li>• Enrolled CPSP providers</li> <li>• MCPs providers (with MCP liaison(s))</li> <li>• Summary of findings from the chart reviews</li> </ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 1.4: WOMEN/MATERNAL DOMAIN: Improve access to and utilization of comprehensive, quality health and social services for pregnant women.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>REQUIRED LOCAL OBJECTIVE:</b> Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ is required to develop at least one specific short and/or intermediate SMART outcome objective(s) to address access to needed preventive services. <i>Number each locally developed objective as follows: 1.4, 1.4a, 1.4b, 1.4c, 1.4d, etc.</i></p>			
<p><b>Objective 1.4</b></p> <p><b>By June 30, 2021, identify a minimum of 2 community partners and 1 community service available to address Perinatal Mood and Anxiety Disorders (PMAD) to establish a clear process to ensure pregnant and postpartum women are screened and referred for PMAD.</b></p>	<p><b>1.4</b></p> <ul style="list-style-type: none"> <li>• Develop relationships and engage community partners, WIC and CPSP staff.</li> <li>• Update providers on information and data regarding PMAD and the importance of regular assessment throughout pregnancy and postpartum.</li> <li>• Assess current screening and referral practices to mental health services, and barriers.</li> <li>• Identify adequacy and need for additional resources to address PMAD.</li> <li>• Engage Managed Care Medi-Cal plans for availability of additional resources for the Medi-Cal population.</li> <li>• Work towards consistent timing of the PMAD screenings process.</li> <li>• Work towards streamlining the referral process to mental health providers.</li> <li>• Identify non-traditional providers who can screen and refer for PMAD.</li> <li>• Increase PMAD Awareness in the community.</li> </ul>	<p><b>1.4</b></p> <ul style="list-style-type: none"> <li>• Describe the collaborative process to support screening and appropriate referrals of all pregnant and postpartum women for PMAD.</li> <li>• Identify one resource per city in Kings County that can provide Mental Health Services to women identified as needing services.</li> <li>• Identify one provider in Kings County who specializes in Maternal Mental Health.</li> <li>• Describe provider screening and referral processes.</li> <li>• Describe streamlining process.</li> <li>• Describe PMAD Awareness activity.</li> <li>• Name non-traditional providers who can screen and refer for PMAD.</li> </ul>	<p><b>1.4</b></p> <ul style="list-style-type: none"> <li>• Number of CPSP Clinics assessed for screening and referral practices/Number of CPSP Clinics.</li> </ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.**

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>Objective 2.1</b></p> <p><b>Provide developmental screening for all children<sup>1</sup> in MCAH programs</b></p> <ul style="list-style-type: none"> <li>All children, including CYSHCN, receive a yearly preventive medical visit</li> <li>Increase the rate of developmental screening for children ages 0-5 years according to AAP guidelines – 9 months, 18 months and 30 months</li> </ul>	<p><b>Child Objective</b></p> <p><b>2.1a</b></p> <p>Promote the <u>American Academy of Pediatrics (AAP)</u> developmental screening guidelines.</p> <p><b><u>The following bolded activities, i, ii, are required:</u></b></p> <ol style="list-style-type: none"> <li><b>Promote regular preventive medical visits for all children, including CYSHCN, in MCAH Home Visiting and Case Management programs, per Bright Futures/AAP,</b></li> <li><b>Adopt protocols/policies, including a QA/QI process, to screen, refer, and link all children in MCAH Home Visiting or Case Management Programs</b></li> </ol>	<p><b>2.1a</b></p> <p><b><u>Required</u></b></p> <p><b>Describe or report the following for MCAH programs:</b></p> <ol style="list-style-type: none"> <li><b>Activities to promote the yearly preventive medical visit</b></li> <li><b>Describe protocols/policies including QA/QI process to screen, refer and link all children in MCAH programs</b></li> </ol>	<p><b>2.1a</b></p> <p><b><u>Required</u></b></p> <p><b>Describe or report the following for children in MCAH programs</b></p> <ol style="list-style-type: none"> <li><b>Number of children, including CYSHCN, receiving a yearly preventive medical visit</b></li> <li><b>Number of children in MCAH programs receiving developmental screening</b> <ul style="list-style-type: none"> <li>Number of children with positive screens that complete a follow-up visit with their primary care provider</li> <li>Number of children with positive screens linked to services</li> <li>Number of calls received for referrals and linkages to services</li> </ul> </li> </ol>

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**Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.**

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<b><u>CYSHCN Objective(s)</u></b> <b><u>At least one activity is required.</u></b> <b><u>Choose from activities 2.1.b-2.1.</u></b> <b><u>(highlight your choices in yellow):</u></b>	<b><u>Report the following based on the activities you chose to implement in the second column (highlight your choices in yellow):</u></b>	<b><u>Describe the following based on the activities you chose to implement in the second column (highlight your choices in yellow):</u></b>
	<b>2.1b</b> Promote the use of <u>Birth to 5: Watch Me Thrive</u> , Learn the Signs, Act Early or other screening materials consistent with AAP guidelines	<b>2.1b</b> Number of providers or provider systems receiving information about Birth to 5, Learn the Signs, Act Early or other screening materials	<b>2.1b</b> Nothing is entered here
	<b>2.1c</b> Participate in <u>Help Me Grow</u> (HMG) or programs that promote the core components of HMG	<b>2.1c</b> Describe participation in HMG or HMG like programs	<b>2.1c</b> Outcomes of participation in HMG or HMG like programs. Describe results of work to implement HMG core components
	<b>2.1d</b> Increase understanding of the specific barriers to referral and evaluation by early intervention or pediatric specialists (including mental/behavioral health)	<b>2.1d</b> Describe barriers to referral and evaluation by early intervention or pediatric specialists	<b>2.1d</b> Nothing is entered here
	<b>2.1e</b> Plan and implement a family engagement project to improve local efforts to serve children and youth with special health care needs (e.g., convene a family	<b>2.1e</b> Describe project activities, goals, and outcomes such as number of family members engaged, number of community meetings, and other process measures specific to the	<b>2.1e</b> Nothing is entered here

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**Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.**

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	advisory group to assess how CYSHCN are served in local home visiting or case management programs)	planned project	
	<b>2.1f</b> Work with health plans (HPs), including MCPs, to identify and address barriers to screening, referral, linkage and to assist the HPs in increasing developmental screenings for their members, per AAP guidelines, through education, provider feedback, incentives, quality improvement, or other methods	<b>2.1f</b> Describe barriers and strategies to increase screening, referral and linkage <ul style="list-style-type: none"> <li>Number of HPs requiring screenings per AAP guidelines</li> </ul>	<b>2.1f</b> Nothing is entered here
	<b>2.1g</b> Identify methods to measure and monitor rates of developmental and other types of childhood screening, referrals, and successful linkages to care in your jurisdiction	<b>2.1g</b> If applicable, provide data on developmental and other screening rates, referrals, and successful linkages to care for the target population	<b>2.1g</b> Nothing is entered here
	<b>2.1h</b> Based on local needs, develop strategies to promote awareness of and address childhood adversity and trauma, including Adverse Childhood Experiences (ACEs), and build family and	<b>2.1h</b> Provide a description, and data if applicable, on process measures and outcomes relevant to the planned activities	<b>2.1h</b> Nothing is entered here

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The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	community resilience		
	<b>2.1i</b> Outreach and education to providers to promote developmental screening, referral and linkages	<b>2.1i</b> Describe type of outreach/education performed and results of outreach to providers	<b>2.1i</b> Nothing is entered here
	<b>2.1j</b> Provide care coordination for CYSHCN, especially non-CCS eligible children or children enrolled in CCS in need of services not covered by CCS	<b>2.1j</b> Describe activities for care coordination provided	<b>2.1j</b> List the number of children receiving care coordination

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**Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.**

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>OPTIONAL LOCAL OBJECTIVE:</b> Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 2.2, 2.2a, 2.2b, 2.2c, etc.</i></p>			
<p><b>Objective 2.2</b></p> <p><b>A minimum of 2 Child Passenger Safety (CPS) services will be offered by certified CPS technicians through the Kings County Department of Public Health (KCDPH) fitting station.</b></p> <ul style="list-style-type: none"> <li><b>Kings County residents will have assistance installing their child restraint system from a certified CPS technician through the KCDPH fitting station.</b></li> <li><b>Parents/guardians will receive a no cost child restraint, if a need is determined, in combination with technician led education on correct installation and harnessing; parents/guardians will demonstrate correct use of child restraints in accordance with best practice for CPS programming.</b></li> </ul>	<p><b>2.2</b></p> <ul style="list-style-type: none"> <li>CPS program fitting station cards will be delivered to the local hospital perinatal services unit, for distribution during labor &amp; delivery (L&amp;D) hospital tours &amp; upon patient discharge from L&amp;D.</li> <li>Fitting station cards will be distributed at all Health Education events attended by KCDPH Child Passenger Safety Staff.</li> <li>KCDPH will offer one-on-one education to the public and court-appointed participants via the fitting station.</li> <li>No cost child restraint systems will be obtained through a partnership with the Safe Kids Coalition for distribution.</li> </ul>	<p><b>2.2</b></p> <ul style="list-style-type: none"> <li>Describe program promotion efforts.</li> <li>(Insert number) of fitting station cards were distributed via the hospital perinatal services unit.</li> <li>(Insert number) of community events where CPS fitting station cards were distributed.</li> </ul>	<p><b>2.2</b></p> <ul style="list-style-type: none"> <li>(Insert number) of child restraint systems provided to Kings County residents.</li> <li>(Insert number) of people educated and assisted through the fitting station.</li> </ul>
<p><b>Objective 2.3</b></p>	<p><b>2.3</b></p> <ul style="list-style-type: none"> <li>Establish a foundation to the</li> </ul>	<p><b>2.3</b></p> <ul style="list-style-type: none"> <li>Describe the community partners</li> </ul>	<p><b>2.3</b></p> <ul style="list-style-type: none"> <li>Number of cases reviewed.</li> </ul>

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**Goal 2: CHILD/CYSHCN DOMAIN: Improve the cognitive, physical, and emotional development of all children, including children and youth with special health care needs.**

The shaded and bolded areas represent required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>OPTIONAL LOCAL OBJECTIVE:</b> Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 2.2, 2.2a, 2.2b, 2.2c, etc.</i></p>			
<p><b>Reduce preventable pediatric deaths.</b></p>	<p>Pediatric Death Review (PDR) process.</p> <ul style="list-style-type: none"> <li>Identify additional community partners to participate in the process.</li> <li>Gather and analyze meaningful data and trends in Kings County.</li> <li>Work towards preventative measures and awareness based on trend analysis.</li> </ul>	<p>participating in the PDR.</p>	<ul style="list-style-type: none"> <li>Number of deaths reported.</li> </ul>

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<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing the rate of SIDS/SUID deaths**

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>Objective 3.1</b>  <b>All parents/caregivers experiencing a sudden and unexpected death will be offered grief and bereavement support services</b>	<b>Assurance</b>  <b>3.1a</b> Establish contact with parents/caregivers of infants with presumed SIDS death to provide grief and bereavement support services <sup>3</sup>  Identify local resources that provide grief and bereavement support services.  Provide grief and support materials to parents	<b>3.1a</b> (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.  Describe resources available to parents/guardians who have experienced a SIDS/SUIDS death.	<b>3.1a</b> Nothing is entered here
	<b>3.1b</b> Contact local coroner office to ensure timely reporting and referral of parents of all babies who die suddenly and unexpectedly regardless of circumstances of death	<b>3.1b</b> Report the coroner's notifications received  Briefly describe barriers and opportunities for success	<b>3.1b</b> Nothing is entered here
<b>Objective 3.2.</b> <b>All professionals, para-professionals, staff, and community members will receive information and education on SIDS risk reduction practices and infant safe sleep</b>	<b>3.2a</b> Disseminate AAP guidelines on infant safe sleep and SIDS risk reduction to providers, pediatricians, CPSP providers, parents, community members and other caregivers of infants	<b>3.2a</b> Numbers receiving AAP guidelines on infant safe sleep: <ul style="list-style-type: none"> <li>• Providers</li> <li>• Pediatricians</li> <li>• CPSP providers</li> <li>• Child care providers</li> <li>• Other – list</li> </ul>	<b>3.2a</b> Nothing is entered here

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing the rate of SIDS/SUID deaths**

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<b>3.2b</b> Attend the SIDS Annual Conference/SIDS training(s), SIDS Coordinators' meeting and other conferences/trainings related to infant health <sup>3</sup> .	<b>3.2b</b> Provide staff member name and date of attendance at SIDS Annual Conference/SIDS training(s) and other conference/trainings related to infant health.	<b>3.2b</b> Describe results of staff trainings related to infant health.

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality by reducing the rate of SIDS/SUID deaths**

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>REQUIRED LOCAL OBJECTIVE:</b> Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ must provide at least one specific short and/or intermediate SMART outcome objective(s) to address SIDS/SUID. Number each locally developed objective as follows: 3.3, 3.3a, 3.3b, 3.3c., etc.</p>			
<p><b>Objective 3.3</b>                       By June 30, 2021, identify 2 community partners and 1 internal department partner to form a SIDS/SUIDS Coalition.</p>	<p><b>3.3</b></p> <ul style="list-style-type: none"> <li>Develop relationships and engage community partners, WIC, First 5, Coroner's office, CPSP staff, behavioral health, etc.</li> <li>Initiate the process of developing/locating tools and information for consistent messaging for educational and awareness purposes.</li> </ul>	<p><b>3.3</b></p> <ul style="list-style-type: none"> <li>Describe the efforts to collaborate and create a SIDS/SUIDS Coalition in Kings County.</li> <li>Describe the relationships and partnerships created from these efforts.</li> </ul>	<p><b>3.3</b></p> <ul style="list-style-type: none"> <li>Describe the process of developing/locating information for consistent messaging for education and awareness purposes.</li> </ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements



**Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality**

The shaded area represents required activities.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>REQUIRED LOCAL OBJECTIVE:</b> Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ must provide at least one specific short and/or intermediate SMART outcome objective(s) to address perinatal/infant health. <i>Number each locally developed objective as follows: 3.4, 3.4a, 3.4b, 3.4c., etc.</i></p>			
<p><b>Objective 3.4</b>                       By June 30, 2021, analyze data, identify resources and gather information about services for perinatal substance abuse.</p>	<p><b>3.4</b></p> <ul style="list-style-type: none"> <li>Collect and analyze perinatal substance abuse data.</li> <li>Meet with health care providers, CPSP providers, and other community partners to identify perinatal substance abuse resources.</li> <li>Identify current referral processes, requirements, priorities, levels of treatment and support.</li> <li>Identify and engage the local resources.</li> <li>Obtain a collection of local resource materials and services information.</li> </ul>	<p><b>3.4</b></p> <ul style="list-style-type: none"> <li>Describe the data around perinatal substance abuse, specific to Kings County.</li> <li>Describe the process of identifying local resources.</li> <li>Describe the local resource materials and service information collected.</li> </ul>	<p><b>3.4</b></p> <ul style="list-style-type: none"> <li>Number of health care providers, CPSP providers, and other community partners interviewed to identify local resources.</li> <li>Number of local resources identified as providing services for the perinatal substance abuse population.</li> </ul>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<b>For FIMR LHJs only complete Objective 3.5</b> <b>Reduce preventable fetal, neonatal and post-neonatal and infant deaths.</b>	<b>For FIMR LHJs only complete Assessment 3.5a</b> Complete the review of at least ___ cases, which is approximately ___% of all fetal, neonatal, and post-neonatal deaths.	<b>For FIMR LHJs only complete Assessment 3.5a</b> Develop a process for sample. Submit number of cases reviewed as specified in the Annual Report table.	<b>For FIMR LHJs only complete Assessment 3.5a</b> Submit annual local summary report of findings and recommendations (periodicity to be determined by consulting with MCAH).
	<b>Assurance 3.5b</b> Establish, facilitate, and maintain a Case Review Team (CRT) to review selected cases, identify contributing factors to fetal, neonatal, and post-neonatal deaths, and make recommendations to address these factors.	<b>3.5b</b> Submit FIMR Tracking Log and FIMR Committee Membership forms for CRT and CAT with the Annual Report.	<b>3.5b and c</b> Nothing is entered here
	<b>3.5c</b> Establish, facilitate, and maintain a Community Action Team (CAT) to recommend and implement community, policy, and/or systems changes that address review findings.		

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 3: PERINATAL/INFANT DOMAIN: Reduce infant morbidity and mortality**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>REQUIRED LOCAL OBJECTIVE for FIMR LHJs Only:</b> Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. Each LHJ must provide at least one specific short and/or intermediate SMART outcome objective(s) to address perinatal/infant health. <i>Number each locally developed objective as follows: 3.6, 3.6a, 3.6b, 3.6c, etc.</i></p>			
<p><b>Objective 3.6</b></p> <p>Insert a local objective that addresses reducing the number of preventable, fetal, neonatal, post-neonatal, and infant deaths.</p> <p>Examples of focus areas can include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Prematurity/Low birth weight</li> <li>• Perinatal substance use</li> <li>• Access to enhanced perinatal (neonatal) services</li> <li>• Birth intervals/Birth Spacing</li> </ul>	<p><b>3.6</b></p> <p>Based on CRT recommendations, identify and implement at least one evidence based or informed intervention involving policy, systems, or community norm changes here</p>	<p><b>3.6</b></p> <p>Develop process measures for applicable intervention activities here</p>	<p><b>3.6</b></p> <p>Develop short and/or intermediate outcome-related performance measures for the objectives and activities here</p>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 4: CROSSCUTTING DOMAIN: Increase the proportion of children, adolescents and women of reproductive age who maintain a healthy weight.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>OPTIONAL LOCAL OBJECTIVE:</b> Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 4.1, 4.1a, 4.1b, 4.1c, etc.</i></p>			
<p><b>Objective 4.1</b></p> <p>Insert a local objective that addresses the proportions of children, adolescents and women of reproductive age who maintain a healthy weigh by:</p> <ul style="list-style-type: none"> <li>Increasing consumption of a healthy diet<sup>1</sup></li> <li>Increasing physical activity<sup>1</sup></li> </ul> <p>Examples of focus areas can include but are not limited to:</p> <ul style="list-style-type: none"> <li>Overweight/obesity in children</li> <li>Physical activity</li> <li>Recommended weight gain during pregnancy</li> <li>Recommended intake of folic acid</li> <li>Food security</li> <li>Access to WIC services</li> </ul>	<p><b>4.1</b></p> <p>List evidence-based or informed activities to meet the objective(s) here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance</p>	<p><b>4.1</b></p> <p>Develop process measures for applicable intervention activities here</p>	<p><b>4.1</b></p> <p>Develop short and/or intermediate outcome related performance measures for the objectives and activities here</p>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**Goal 5: ADOLESCENT DOMAIN: Promote and enhance adolescent strengths, skills, and supports to improve adolescent health.**

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p><b>OPTIONAL LOCAL OBJECTIVE:</b> Insert locally developed Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below. <i>Number each locally developed objective as follows: 5.1, 5.1a, 5.1b, 5.1c, etc.</i></p>			
<p><b>Objective 5.1</b></p> <p>Insert a local objective that promotes and enhances adolescents strengths, skills and supports improve health by:</p> <ul style="list-style-type: none"> <li>Decreasing teen pregnancies<sup>1</sup></li> <li>Reducing teen dating violence, bullying and harassment<sup>1</sup></li> </ul> <p>Examples of focus areas can include but not limited to:</p> <ul style="list-style-type: none"> <li>Adolescent sexual health, including contraception, preconception health, STIs</li> <li>Racial ethnic disparities in adolescent birth rates</li> <li>Adolescent injuries</li> <li>Adolescent violence</li> <li>Adolescent mental health</li> <li>Development of a Positive Youth Development framework</li> <li>Reducing suicides</li> </ul>	<p><b>5.1</b></p> <p>List evidence-based or informed activities to meet the objective(s) here</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development, and Assurance</p>	<p><b>5.1</b></p> <p>Develop process measures for applicable intervention activities here</p>	<p><b>5.1</b></p> <p>Develop short and/or intermediate outcome related performance measures for the objectives and activities here</p>

<sup>1</sup> 2016-2020 Title V State Priorities

<sup>2</sup> MCH Title V Block Grant Requirements

<sup>3</sup> State Requirements

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION**

**FUNDING AGREEMENT PERIOD  
FY 2020-2021**

**AGENCY INFORMATION FORM**

Agencies are required to submit an electronic and signed copy (original signatures only) of this form along with their Annual AFA Package.

Agencies are required to submit updated information when updates occur during the fiscal year. Updated submissions do not require certification signatures.

**AGENCY IDENTIFICATION INFORMATION**

**Any program related information being sent from the CDPH MCAH Division will be directed to all Program Directors.**

**Please enter the agreement or contract number for each of the applicable programs**

2020-16	<a href="#">MCAH</a>	<a href="#">BIH</a>		<a href="#">AFLP</a>	
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Update Effective Date: \_\_\_\_\_ (only required when submitting updates)

Federal Employer ID#:	94-6000814
Complete Official Agency Name:	County of Kings Department of Public Health
Business Office Address:	330 Campus Drive, Hanford, CA 93230
Agency Phone:	559-584-1401
Agency Fax:	559-584-5672
Agency Website:	<a href="http://www.countyofkings.com">www.countyofkings.com</a>

## AGREEMENT FUNDING APPLICATION POLICY COMPLIANCE AND CERTIFICATION

Please enter the **agreement or contract** number for each of the applicable programs

2020-16	<a href="#">MCAH</a>	0	<a href="#">BIH</a>		0	<a href="#">AFLP</a>
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The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that these Maternal, Child and Adolescent Health (MCAH) programs will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that all MCAH related programs will comply with the most current MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that the MCAH related programs will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that the MCAH related programs may be subject to all sanctions, or other remedies applicable, if the MCAH related programs violate any of the above laws, regulations and policies with which it has certified it will comply.

\_\_\_\_\_  
Original signature of official authorized to  
commit the Agency to an MCAH Agreement

Doug Verboon  
\_\_\_\_\_  
Name (Print)

Chairman, Board of Supervisors  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Original signature of MCAH/AFLP Director

Nichole Fisher  
\_\_\_\_\_  
Name (Print)

MCAH Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

	CONTACT	FIRST NAME	LAST NAME	TITLE	ADDRESS	PHONE	EMAIL ADDRESS
1	AGENCY EXECUTIVE DIRECTOR	Edward	Hill	Director of Public Health	330 Campus Drive Hanford Ca 93230	559-852-2625	Edward.Hill@co.kings.ca.us
2	MCAH DIRECTOR	Nichole	Fisher	Nurse Division Manager	330 Campus Drive Hanford Ca 93230	559-852-2586	Nichole.Fisher@co.kings.ca.us
3	MCAH COORDINATOR (Only complete if different from #2)	Maricela	Castellanos	Public Health Nurse	330 Campus Drive Hanford Ca 93230	559-852-4824	Maricela.Castellanos@co.kings.ca.us
4	MCAH FISCAL CONTACT	Desiree	Aragon	Fiscal Specialist	330 Campus Drive Hanford Ca 93230	559-852-2632	Desiree.Aragon@co.kings.ca.us
5	FISCAL OFFICER	Edward	Hill	Director of Public Health	330 Campus Drive Hanford Ca 93230	559-852-2625	Edward.Hill@co.kings.ca.us
6	CLERK OF THE BOARD or	Catherine	Venturella	Clerk of the Board	1400 W. Lacey Blvd Hanford Ca 93230	559-852-2370	Catherine.Venturella@co.kings.ca.us
7	CHAIR BOARD OF SUPERVISORS	Doug	Verboon	Chair Board of Supervisors	1400 W. Lacey Blvd Hanford Ca 93230	559-852-2366	Doug.Verboon@co.kings.ca.us
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY	Doug	Verboon	Chair Board of Supervisors	1400 W. Lacey Blvd Hanford Ca 93230	559-852-2366	Doug.Verboon@co.kings.ca.us
9	FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR	N/A	N/A	N/A	N/A	N/A	N/A
10	SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR/CONTACT	Czarina	Marasigan	Public Health Nurse	330 Campus Drive Hanford Ca 93230	559-852-4847	Czarina.marasigan@co.kings.ca.us
11	PERINATAL SERVICES COORDINATOR	Czarina	Marasigan	Public Health Nurse	330 Campus Drive Hanford Ca 93230	559-852-4847	Czarina.marasigan@co.kings.ca.us





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 13, 2020

**SUBMITTED BY:** Department of Public Health – Edward Hill/Nancy Gerking  
**SUBJECT:** EMERGENCY MEDICAL SERVICES PROVIDER AGREEMENT

**SUMMARY:**

**Overview:**

On January 15, 2020, a Request for Proposals (RFP) was released for the provision of exclusive emergency ambulance and paramedic ambulance services. As a result of the RFP, American Ambulance submitted the only bid for the provision of these services. The negotiated agreement is submitted to your Board for consideration.

**Recommendation:**

**Authorize the Chairman to sign the agreement with K.W.P.H. Enterprises dba American Ambulance for the provision of exclusive emergency ambulance and paramedic ambulance services to continue effective November 1, 2020.**

**Fiscal Impact:**

This is a fee-for-service contract and the rates established in the proposed Agreement are the maximum allowable fees which will be charged to private insurance, MediCal, Medicare and other payors for the ambulance services provided. Ambulance rates cannot be changed unless approved by your Board. The County is responsible for in-custody ambulance transportation expenses; these expenses were anticipated in the FY 2020-2021 County budget.

**BACKGROUND:**

On January 15, 2020, the Kings County Purchasing Division and the Central California Emergency Medical Services Agency released formal Request for Proposals (RFP) for the provision of exclusive ambulance and paramedic ambulance services. On March 2, 2020, one ambulance agency, American Ambulance, submitted a proposal in response to the RFP. The proposal was deemed responsive to the RFP. The Agreement, as developed, will continue services with American Ambulance on November 1, 2020 and will automatically expire October 31,

(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

## EMERGENCY MEDICAL SERVICES PROVIDER AGREEMENT

October 13, 2020

Page 2 of 2

2025.

The Agreement maintains many of the performance standards in place under the current Agreement with American Ambulance, which has been the provider since 2000. The current performance standard includes metro response times (8 minutes or less) for designated areas of Avenal, Corcoran, Hanford and Lemoore and includes a rural response time requirement (20 minutes) for all areas outside of the metro response areas. The metro and rural response zones for Kings County are specifically and completely cited within the Agreement. The Agreement also includes financial penalties for not meeting the required standards of the Agreement.

The proposed Agreement includes the following significant changes:

- The Field Supervisor will now be required to operate in a true supervisory capacity and not be logged on an ambulance as a crew member.
- Specific language no longer exists that will require a certain number or locations of ambulances.
- The replacement of ambulances based on mileage has been eliminated.
- The Contractor will be required to maintain the Med Radio infrastructure.
- Removed the Board of Supervisors from the appeals process, with the exception of decisions involving a determination of material breach.
- The ambulance rates have been modified as depicted below:

User Fee	Current User Fee	Proposed User Fee
ALS 1 Base Rate	\$996.00	\$1,194.00
ALS-1 Emergency Base Rate	\$1,577.00	\$1,886.52
ALS-2 Base Rate	\$1,577.00	\$2,746.20
BLS Base Rate	\$830.00	\$991.02
BLS Emergency Base Rate	\$1,328.00	\$1,588.02
Paramedic Intercept	\$766.50	\$1,743.24
Mileage (rate per mile)	\$39.50	\$39.50
Non-Transport ALS Treatment Fee	\$500.00	\$500.00
Non-Transport assessment fee	\$150.00	\$200.00
Stand-by Rate (waiting with patient)	\$30.00/15 minutes	\$40.00/15 minutes
Special Event Stand-by (dedicated unit)	\$30.00/15 minutes	\$40.00/15 minutes

The EMS agency compared the proposed user fees to a February 2020 ambulance rate survey of local ambulance providers, which identified American's Advanced Life Support Emergency user fee of \$1886 as being consistent with the ambulance user fees charged by ambulance providers throughout the four-county EMS region. American's user fees are below the rates charged in Tulare County and below the rate for its operations in Fresno County. The ambulance rates in the counties adjacent to the four-county EMS region (i.e., Kern, Merced, Stanislaus, San Joaquin) are significantly higher than American's proposed user fees. The Ambulance Rate Comparison is attached.

Staff requests your Board authorize the Chair to sign this Agreement with American Ambulance for emergency and paramedic ambulance services in the Exclusive Operating Area of Kings County.

County Counsel has reviewed and approved this contract as to form.

# DRAFT

EMERGENCY MEDICAL SERVICES PROVIDER AGREEMENT FOR  
EMERGENCY AMBULANCE SERVICE AND ADVANCED LIFE SUPPORT  
(PARAMEDIC)  
AMBULANCE SERVICE

Kings County Agreement Number: 2020-\_\_\_\_\_

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## LISTING OF ATTACHMENTS

### Description

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- A-2 Ambulance Response Zones - Description
- B-1 Exclusive Operating Area – Map
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County of Kings Agreement Number: 2020- \_\_\_\_\_

EMERGENCY MEDICAL SERVICES PROVIDER AGREEMENT FOR EMERGENCY  
AMBULANCE SERVICE AND ADVANCED LIFE SUPPORT (PARAMEDIC)  
AMBULANCE SERVICE

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (this "Agreement"), by and between the County of Kings, a political subdivision of the State of California, hereinafter referred to as "the County," and K.W.P.H. Enterprises, doing business as American Ambulance, a California corporation hereinafter referred to as "Contractor."

W I T N E S S E T H

WHEREAS, the County is authorized by law to approve and implement an emergency medical services system for the provision of emergency medical services and ambulance services to persons within Kings County; and

WHEREAS, the County designated the Fresno County Department of Public Health as the local Emergency Medical Services (EMS) Agency for the County of Kings pursuant to California Health and Safety Code Section 1797.200; and

WHEREAS, the County and its EMS Agency recognize the need for the provision of emergency medical services and ambulance transport services for those residents and visitors of Kings County who may become ill or injured; and

WHEREAS, the County and its EMS Agency desire to limit the number of providers of emergency ambulance service and advanced life support (paramedic) ambulance service in order to continue to maintain a cost effective system of ambulance services which provides high quality medical care; and

WHEREAS, pursuant to Division 2.5 of the California Health and Safety Code, the Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act," or the "EMS Act," the EMS Agency, upon the recommendation of the County, established an exclusive operating area ("EOA") for emergency ambulance service and advanced life support (paramedic) ambulance service and thereby restricted the number of providers of such services operating within the EOA; and

WHEREAS, the EMS Agency prepared for the County a Request for Proposals (the "RFP") for the selection of a provider of emergency ambulance service and advanced life support (paramedic)

ambulance service for the EOA; and

WHEREAS, on January 15, 2020, County issued the RFP; and

WHEREAS, on March 2, 2020, Contractor submitted its credentials, proposal, proposer's price sheet, and proposer's budget information (the "Proposal"); and

WHEREAS, pursuant to the EMS Act and the EMS Agency's EMS Plan, the County, upon the recommendation of the EMS Agency, selected the Contractor as the provider of such services within the EOA; and

WHEREAS, Contractor desires to provide ambulance service and emergency medical services at the advanced life support (paramedic) level as authorized by law within Kings County and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration in the premises, representations, covenants, terms, conditions, agreements, and assurances set forth herein, the sufficiency, adequacy, and receipt of which are hereby acknowledged, County and Contractor hereby agree as follows:

#### I. LOCAL EMERGENCY MEDICAL SERVICES AGENCY

The parties acknowledge and agree that the County designated a local Emergency Medical Services (EMS) Agency for County with the authority to plan, implement, and evaluate an emergency medical services system in Kings County pursuant to California Health and Safety Code Sections 1797.200 and 1797.204. The parties further acknowledge and agree that the EMS Medical Director of the EMS Agency has the full authority of a medical director set forth in Health and Safety Code Section 1798.

#### II. SCOPE OF AGREEMENT

The parties acknowledge and agree that the execution of this Agreement shall fulfill any and all of the requirements for a written agreement with the EMS Agency for agencies providing advanced life support services as specified in Section 100158 of Title 22 of the California Code of Regulations.

#### III. TERMS AND CONDITIONS OF RFP AND CONTRACTOR'S PROPOSAL

All terms and conditions set forth in the RFP, including any issued addenda thereto, and all

terms and conditions set forth in Contractor's Proposal in response to RFP, shall form an integral part of this Agreement and are hereby incorporated herein by reference. The parties also acknowledge that the RFP sets forth the conditions of this Agreement under which this Agreement may be modified based upon changes in the provision of medical services in the community and reimbursement therefor. If such modifications are made, the County and the EMS Agency may adjust performance and staffing requirements herein consistent with the modifications in EMS operational and medical standards that may be established by the EMS Agency in order to re-engineer the local EMS System.

#### IV. PERFORMANCE STANDARDS

##### A. DUTIES OF CONTRACTOR

The Contractor shall furnish and/or manage ambulance and dispatch services, field operations, billing/collection services, personnel management, vehicle and equipment maintenance, in-service training of the Contractor's personnel, quality improvement monitoring, purchasing and inventory control, and numerous related support services. The radio frequencies and repeater sites currently being utilized in Kings County are the responsibility of Contractor, and any associated costs related to maintaining the radio system infrastructure will be the responsibility of Contractor. All vehicles used in the provision of services for this Agreement, selected on-board durable or reusable equipment, all communication infrastructure, outside of that directly provided by the County, and all other equipment and software employed by the Contractor in the direct delivery of these services shall be furnished by the Contractor.

All billings shall be conducted according to the billing standards specified in this Agreement. The Board of Supervisors shall have the authority to regulate maximum allowable user fees as specified in Sections V.B. and V.C., herein.

The Contractor shall not set its fees above the maximum user fees established by the Board of Supervisors.

The Contractor shall maintain a central ambulance facility, maintenance and storage facility, and maintain all EMS equipment and facilities; recruit, supervise, and manage personnel, and provide or arrange for in-service training of Contractor's personnel, including, but not limited to, all dispatchers, field, and billing personnel; propose and provide justification for fee changes; manage all billing and collection functions; provide data in a manner consistent with the requirements in this Agreement; cooperate with and respond to the EMS Agency and the EMS Medical Director on matters related to patient care; and generally manage all aspects of its ambulance system operation.

As compensation for services rendered, the Contractor shall receive:

- Designation by the EMS Agency as the exclusive provider of emergency ambulance service and advanced life support (paramedic) ambulance service within the EOA as provided herein; and
- Access to a system of medical control through the EMS Agency and EMS Medical

Director(s) and, as applicable, local EMS Base Hospital(s); and

- Income from fee-for-service revenues and contracted services charged to user as provided herein; and
- Compensation for ambulance services provided to the County for persons who are wards, prisoners, employees (for on the job injuries only), and mental health patients of Kings County.

By submitting its Proposal in response to the RFP and entering into this Agreement, the Contractor promises, covenants, warrants, and agrees to employ whatever level of effort is necessary to achieve the clinical, response time, and other performance standards required by the terms and conditions of this Agreement. While the Contractor's Proposal included descriptions of initial vehicle deployment plans and basing models, as well as dispatch center coverage as estimated by the Contractor to be sufficient or even in excess of that necessary to meet the performance standards required hereunder, the receipt and evaluation of the Contractor's Proposal by the County and EMS Agency and execution of this Agreement shall not be construed as acceptance of the sufficiency of Contractor's proposed level of effort to provide services. Rather, in evaluating the Contractor's Proposal, the County and EMS Agency neither accept nor reject the Contractor's level of effort to provide services.

The Contractor shall provide emergency ambulance and advanced life support (paramedic) ambulance services within the EOA twenty-four (24) hours-per-day, seven (7) days per week during the effective term of this Agreement, according to the terms and conditions set forth within said Agreement. Further, the Contractor shall be responsible for responding to all requests for ambulance service within the EOA as received by a ambulance dispatch center and for transporting all patients that require an ambulance operated by an emergency ambulance service and/or an advanced life support (paramedic) ambulance service. The ambulance dispatch center operated by the Contractor shall coordinate requests for ambulance services county-wide including, but not limited to, ambulance service areas that are outside of the EOA but within Kings County, and EMS aircraft coordination. Consistent with the provision of such service, the Contractor shall furnish, operate, maintain, and replace, as necessary, any and all items of equipment, apparatus, and supplies, whether real, personal, or otherwise, and qualified personnel as may be necessary to fulfill its obligations under this Agreement.

The Contractor must perform to the response times as specified in this Agreement. The response time standards may be adjusted by the EMS Agency upon reasonable advanced written notice by the County to the Contractor throughout the course of this Agreement as needed to maintain a medically- and cost-effective system of emergency care. Such changes may qualify the Contractor for a compensation adjustment under Section V.C.3.

Contractor shall respond to all requests for ambulance service, whether immediate, urgent, or scheduled, as received by the ambulance dispatch center and located within the EOA or within an instant or mutual aid responsibility of the Contractor.

At any time during the term of this Agreement, the EMS Medical Director may authorize EMS Dispatch Protocols to categorize requests by call priority so that some requests will not require

an ambulance dispatch. The Contractor shall be an active participant, along with the Regional Medical Control Committee, local managed care organizations, ambulance dispatchers, and the EMS Agency, in analyzing and developing such protocols.

The Contractor shall, at a minimum:

1. Operate an ambulance system within the EOA in order to meet all response time and clinical standards.
2. Employ and manage competent ambulance personnel and ambulance dispatchers.
3. Maintain and staff a local business office within Kings County for customer inquiries.
4. Provide or contract for employee in-service training.
5. Provide or contract for equipment maintenance.
6. Provide ambulance units and other vehicles as necessary or specified herein.
7. Furnish all fuel, lubricant, and maintenance services necessary for vehicle operation.
8. Furnish supply inventory and all necessary supplies.
9. Operate an ambulance dispatch center for county-wide services and an ambulance system within the EOA to meet all response time and clinical standards.
10. Maintain good working relations with all other health care providers and personnel.
11. Maintain good working relationships with fire departments for continued first responder support, and use of fire department facilities as ambulance posts, if applicable.
12. Secure new or replacement ambulance post locations as necessary.
13. Maintain good working relations with law enforcement agencies.
14. Market scheduled transport work and other ancillary services to improve system and disaster response capacity.
15. Ensure courteous and professional conduct of office, communication center, and field personnel at all times.
16. Maintain neat, clean, and professional appearance of personnel, equipment, and facilities.
17. Consummate mutually beneficial support agreements with neighboring ambulance services, subject to approval by the EMS Agency.
18. Promote and maintain a good reputation in Kings County through participation in:
  - a. Publishable research;
  - b. Industry affairs;

- c. Prompt response and follow-up to inquiries and complaints;
- d. Leadership and participation in community activities; and
- e. Public information and education including press relations, explanations regarding fees, regulations and system operations, increasing public awareness and knowledge of the EMS System, injury/mortality prevention/reduction, and general health and safety promotion including the provision of CPR and first aid training to the public (e.g., health fairs, school programs, radio and local talk shows and business group meetings).

19. Participate actively in the medical audit process, and provide special training/support for personnel in need of such assistance or skills. The Contractor shall maintain knowledge of developments in equipment and procedures throughout the industry and report such developments to the EMS Agency.

20. Maintain state and local vehicle permits and personnel certifications.

21. Cause the EMS Agency Policies and Procedures to be properly implemented and maintained in the field through personnel in-service training, revisions, and amendments to Contractor's employee handbook, newsletters, and employee orientations.

22. Advise the EMS Agency of any financial implications of system changes under consideration.

23. When requested by neighboring jurisdictions, analyze services and develop a proposal to furnish services to such jurisdictions.

24. Provide for data processing, billing, collection, and reporting system.

25. Provide adequate numbers of EMS Training Officers for pre-hospital training programs.

26. Provide data and records to the EMS Agency, the Regional Medical Control Committee, and the Kings County Ambulance Commission.

27. Operate an ambulance dispatch center including the provision of call prioritization and medical pre-arrival instruction according to the standards established by the EMS Agency.

28. Provide, upon request, in-service training to first responder personnel on procedures for basic life support (BLS) to assist paramedic personnel (paramedic assist training).

29. Provide a minimum of one (1) disaster response vehicle that is capable of transporting equipment and personnel to a disaster location and is authorized by the California Highway Patrol as an emergency response vehicle.

30. Provide continuous supervision of its operations through a Field Supervisor.

#### B. COUNTY AND EMS AGENCY RESPONSIBILITIES

The County and EMS Agency shall have the following responsibilities with regard to this Agreement:



1. Approve and implement an Emergency Medical Services (EMS) System consistent with state law and regulation and authorize a system of advanced life support (paramedic) services and medical direction.
2. Provide a system of medical oversight/medical direction for the EMS System and a coordinated quality assurance and quality improvement program for the EMS System.
3. Refer calls for ambulance, advanced life support (paramedic) services, and emergency medical services within the geographic areas set forth herein to the Contractor in accordance with established EMS Agency Policies and Procedures.
4. Designate the Contractor as the exclusive provider of emergency ambulance services and advanced life support (paramedic) ambulance services for the EOA, consistent with the terms and conditions of this Agreement, the Local EMS Plan, and the EMS Act.
5. Assist the Contractor in developing, implementing, and maintaining an internal field supervision system to provide evaluation of the Contractor's prehospital and dispatch personnel providing service according to the standards established by the EMS Agency.
6. Perform periodic inspections of the Contractor's ambulance service records, vehicles, facilities, personnel certifications, and patient billings.
7. In the event of the reduction or termination of emergency medical services, be responsible for complying with all laws, if any, respecting reduction or termination of such services in effect at the time of the termination.
8. Administer this Agreement in order to monitor the performance of services that are the subject of this Agreement.
9. As required by law, conduct periodic competition to select the EOA's provider of emergency ambulance services and advanced life support (paramedic) ambulance services.
10. To review and, in its discretion, as provided herein, approve the user fees charged by the Contractor.
11. To review and, in its discretion, as provided herein, approve contractual commitments made by the Contractor when such commitments would extend beyond the term of this Agreement.
12. Allow contractor use of the current EMS communication system infrastructure, as specified herein, with future maintenance of the system becoming the responsibility of Contractor.
13. Compensation for ambulance services provided to the County for persons who are wards, prisoners, employees (for on the job injuries only), and mental health patients of Kings County.

The County will cause the EMS Agency to carry out the responsibilities of the EMS Agency under this Agreement.

#### C. PERFORMANCE AGREEMENT

The Contractor's proposed level of effort to provide services under this Agreement does not relieve the Contractor from performing its minimum performance requirements under this

Agreement to the satisfaction of the County and the EMS Agency, regardless of the level of effort needed. That is, while the County and EMS Agency are interested in the Contractor's credentials, key personnel, maintenance program, staffing plan, vehicle coverage plans, training capabilities, and the like, the County and EMS Agency are more interested in, and therefore require, the Contractor's actual performance under this Agreement according to the terms and conditions of this Agreement to the satisfaction of the County and the EMS Agency. The Contractor's obligations to perform under this Agreement may be summarized as follows:

When a request for services is received by the Contractor at the ambulance dispatch center, an appropriately trained ambulance dispatcher must answer that request promptly, must follow approved EMS dispatch policies and procedures, offer planned pre-arrival assistance, and must manage the appropriate EMS response given the nature of the request and the competing demands upon the system at that point and time including, when appropriate, the notification of non-transport first responders and EMS aircraft provider agencies. At any time during the term of this Agreement, with the approval of the EMS Medical Director, this may include referring low priority requests to the calling party's managed care plan or the Contractor providing "advice nurse" services under contract to managed care plans and integrated delivery systems.

Ambulance response times must meet the response time standards set forth herein, and every ambulance unit provided by the Contractor must, at all times, be equipped and staffed to operate at the appropriate staffing level on all ambulance responses, as outlined in EMS policy. Clinical performance must be consistent with EMS Agency-approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times. Patient transportation and disposition shall be according to EMS Agency Policies and Procedures. At any time during the term of this Agreement, with the approval of the EMS Medical Director, this may include mechanisms for alternate transport destinations, and expanded "treat and release" and "treat and alternate transportation" protocols.

Services and care delivered must be continuously evaluated by the Contractor's internal quality improvement program, and as necessary through the EMS Agency's quality improvement program in order to improve and maintain effective clinical performance. The Contractor must make an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This process requires the highest levels of performance and reliability of Contractor, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results as required to be provided by Contractor hereunder. Contractor acknowledges that if it fails to perform its obligations under this Agreement, the County and the EMS Agency will take the necessary steps to promptly replace the Contractor with another contractor in order to protect the public's health and safety.

#### D. SCOPE OF THE EXCLUSIVE OPERATING AREA

The EMS Act allows the EMS Agency, upon the recommendation of the County, to restrict operations to one or more emergency ambulance services or providers of limited advanced life

support or advanced life support within a specific geographic area. According to the procurement process leading up to this Agreement, the EMS Agency will restrict operations within the EOA, as defined in Section IV.F., herein, to Contractor as a single emergency ambulance service selected through the procurement process established for this purpose. No other entity will be authorized by the County or the EMS Agency to operate as an emergency ambulance service within the EOA during the term of this Agreement (except as otherwise provided in Section IV.D.1., herein). As the only emergency ambulance service provider, the Contractor will be the only entity within the EOA allowed to utilize ambulance vehicles equipped with red emergency warning lights and siren pursuant to authorization by the California Highway Patrol through California Vehicle Code Section 2416.

The procurement process leading up to this Agreement also restricts operations within the EOA to a single provider of advanced life support (paramedic) ground ambulance services (i.e., the Contractor) (except as otherwise provided in Section IV.D.1., herein). No other providers of advanced life support (paramedic) ground ambulance services will be authorized by the County or the EMS Agency to operate such services within the EOA during the term of this Agreement. However, the County and EMS Agency reserve the right to allow providers other than the Contractor to operate enhanced first responder services for 911 responses, including, but not limited to, advanced life support (paramedic), Advanced EMT, or BLS-defibrillation first responder services, and to operate advanced life support (paramedic) air ambulance and/or air rescue services within the EOA. This includes flights and air transportation within the EOA. Dispatch for helicopter air ambulance/air rescue services shall be provided consistent with EMS Agency Policies and Procedures.

The EOA does not restrict the provision of non-emergency transportation services that may be provided by entities other than an emergency ambulance service and which do not require vehicles equipped with emergency lights and siren pursuant to California Vehicle Code Section 2416, including, but not limited to, services provided by *wheelchair* or *litter van* services.

This Agreement does not include an exclusive operating area for non-transport medical services at the basic life support ("BLS") level of service. BLS non-transport services at special events, such as sporting or music events, may be provided by any appropriately licensed organization, including the Contractor.

1. Limited Exceptions to the EOA

The EOA shall encompass the operation of all ground emergency ambulance services and advanced life support (paramedic) ambulance services within the EOA with the following exceptions:

a. Disaster Assistance: Ambulances providing assistance at the County's request during disaster incidents may operate within the EOA.

b. Instant or Mutual Aid: The provision of ambulance services pursuant to and requested in accordance with EMS Agency Policies and Procedures, as authorized by a County representative, and/or under formal instant aid or mutual aid agreements between the Contractor and a third party that have been reviewed and approved by the County and EMS Agency, shall be exempt

from the EOA for that specific incident.

c. Contracted Specialty Care Units: Ambulance services providing specialty inter-facility care and transportation (e.g., neonatal/pediatric transport or critical care transport) utilizing registered nurses and/or physician staffing under a contract with a hospital or health maintenance organization and transporting patients during inter-facility transfers, may utilize ambulance vehicles equipped with red emergency warning lights and sirens only for inter-facility transports. Such vehicles and personnel may not be utilized for pre-hospital responses and may not be staffed by paramedics in the place of registered nurses and/or physicians. This includes neonatal and pediatric transport services under contract to Children's Hospital Central California.

d. Veteran's Administration (VA) Contract Ambulance Services: Ambulance services operating pursuant to a federal contract for direct purchase of ambulance services for the VA shall be exempt from the EOA solely for the purpose of servicing that contract.

e. Federally Operated Ambulances: Ambulance services provided either by an agency of the Federal government or a person or entity pursuant to a contract with such agency, shall be exempt from the EOA solely for the purpose of services to that federal facility or agency. Such exception shall not extend to ambulance services provided to the general public except when such members of the public are at said federal facility or agency.

f. State Operated and Contracted Ambulances: Ambulance services provided either by an agency of the State government or a person or entity pursuant to a contract with such agency, shall be exempt from the EOA solely for the purpose of services to that state facility or agency. Such exception shall not extend to ambulance services provided to the general public except when such members of the public are at said state facility or agency.

For purposes of Section IV.D.1., Medicare and Medicaid (Medi-Cal) authorizations or other arrangements for reimbursement for services shall be considered a reimbursement arrangement, not a federal or state contract for direct purchase of ambulance services.

#### E. INHERENT POTENTIAL LIMITATIONS TO THE EOA AND THIS AGREEMENT

Notwithstanding anything to the contrary in this Agreement, Contractor acknowledges and agrees that:

1. The nature and extent of the County's and the EMS Agency's authority to create, operate under, and enforce the EOA and authorize the Contractor to provide emergency medical services under this Agreement is governed by the California Constitution and the laws and regulations thereunder including, but not limited to, the EMS Act and Title 22, Division 9 of the California Code of Regulations.

2. In this regard, the Contractor shall not be granted any greater rights or authorization under this Agreement or in connection with the EOA than the County and the EMS Agency possess under the California Constitution and the laws and regulations thereunder and are authorized to confer upon the Contractor. Therefore, if the rights or authority of the County or the EMS Agency to create, operate under, and enforce the EOA or authorize the Contractor to provide emergency medical services under this Agreement are limited or eliminated in any manner (e.g., by a court of

competent jurisdiction or by a constitutionally-allowed legislative enactment) then:

a. The Contractor's affected rights under this Agreement shall be limited or eliminated accordingly, and neither the County nor the EMS Agency shall be liable therefore; and

b. The County and the Contractor shall enter into negotiations concerning the scope of Contractor's performance of services, and compensation therefore that may be provided under the remainder of this Agreement and, upon the mutual agreement of the parties, the parties will enter into a written amendment to this Agreement pursuant to Section VII.E.2.

#### F. GEOGRAPHIC AREA OF THE EXCLUSIVE OPERATING AREA

The Kings County Exclusive Operating Area is described in Attachments B-1 and B-2 as attached hereto and incorporated herein by reference, and includes the cities of Avenal, Corcoran, Hanford, and Lemoore, as well as the entire unincorporated area of Kings County, excluding only the Lemoore Naval Air Station, which is served by Naval ambulance personnel, and those areas bordering Kingsburg and Riverdale as specifically described in Attachment B-3, which is attached hereto and incorporated herein by reference. The following non-exclusive areas are the only areas of Kings County not initially included as part of the EOA and described in Attachment B-3:

- Riverdale Service Area (Zone 01) - This area is serviced by a Fresno County provider agency which has an advanced life support (paramedic) ambulance stationed in the Community of Riverdale adjacent to the Kings County border.
- Kingsburg Service Area (Zone 03) - This area is serviced by a Fresno County provider agency, which has an advanced life support (paramedic) ambulance stationed in the City of Kingsburg adjacent to the Kings County border.
- Lemoore Naval Air Station (Zone 04) - This area is serviced by the Lemoore Naval Air Station.

#### G. EXPANSION OF THE EOA

During the term of this Agreement or any extension thereof, the EMS Agency shall have the exclusive discretionary right to incorporate the geographic areas initially designated as non-exclusive areas, Section IV.F., above, into the EOA, thereby requiring the Contractor to be responsible for providing emergency and advanced life support (paramedic) ambulance services to these areas pursuant to the terms and conditions of this Agreement. The addition of these optional areas to the EOA is intended to provide a *safety net* for the residents and visitors of these areas should a major disruption of ambulance services occur with the current provider agency for one or more non-exclusive service areas.

Contractor shall work cooperatively with the non-exclusive provider agencies to provide a coordinated ambulance delivery system. However, the potential exists that, during the term of this Agreement, one or more of the current non-exclusive provider agencies may discontinue or modify its operation. In any such case, the EMS Agency may require that the Contractor implement services under this Agreement within such area(s) and that such area(s) be incorporated into the EOA.

Riverdale Service Area (Zone 01) and Kingsburg Service Area (Zone 03) - As of the

commencement of this Agreement, these areas are being served by ambulance providers based outside of Kings County. If, for any reason, the out-of-County provider is unable to provide services to these service areas, Contractor shall automatically be responsible for providing all services to Zone 01 and/or Zone 03 pursuant to the terms and conditions of this Agreement. The EMS Agency shall notify the Contractor that such area is being incorporated into the EOA, and Contractor shall provide services under this Agreement to Zone 01 and/or Zone 03 provided, however, the Contractor shall not be required to post an ambulance unit within Zone 01 or Zone 03.

The County and the EMS Agency may exercise their option to require the Contractor to provide services pursuant to the terms and conditions of this Agreement in any of the non-exclusive areas at any time. The exercise of such option as to one or more non-exclusive area shall not preclude the County or the EMS Agency from exercising this option as to any other non-exclusive areas at any subsequent time during the term of this Agreement.

The geographic area of each of these non-exclusive service areas as described in Attachment B-3 includes the definitions for metro response areas and rural response areas for these service areas. The Contractor shall be responsible for response time performance standards and for the performance of the Contractor's other obligations under this Agreement for such areas that are added to the EOA.

#### H. ESTIMATED BUSINESS VOLUME

The County specifically makes no representations or guarantees concerning the number of requests for ambulance service, ambulance transports, quantities or length of long-distance transfer services, or frequency of special events coverage which will be associated with this Agreement. Any and all historical data on past volumes of business in the EOA or within the County that may be provided by County to Contractor are used to illustrate the historical level of performance and not as a guarantee or assurance of future business volume.

#### I. AMBULANCE STAFFING

The Contractor shall provide one-hundred percent (100%) of the ground ambulances for services within the EOA, staffed and equipped at the advanced life support (paramedic) level, except in the following situations (in which case the following conditions shall apply):

1. Critical care inter-facility transport services staffed with registered nurses and/or physicians, including, but not limited to, neonatal/pediatric contract transport units, if operated by the Contractor.
2. Scheduled or non-emergency long-distance transports may utilize BLS level personnel (EMT-I), but only if the sending physician has determined that ALS personnel are not required for patient care due to either patient condition, or a nurse or physician will be in attendance during the transport.
3. Contract ambulance services to the state or federal government, including, but not limited to, Veteran's Administration contract ambulance services, state prisons, and fire camp standbys.
4. During periods of a locally declared disaster that have a significant impact on the

Contractor's resources, the Contractor shall be exempt from providing advanced life support (paramedic) level staff if it has exhausted, or is unable to recall in a timely manner not detrimental to patient care, all its paramedic level personnel.

5. Special event and standby coverage service utilizing a dedicated ambulance unit when such alternate level of service is acceptable to the event sponsor.

6. Non-emergency medical transportation services to scheduled transport requests when advanced life support (paramedic) services are not medically necessary for the transport, including scheduled ambulance transports, litter van or wheelchair van services provided by the Contractor.

7. Calls for service in which specific problem natures have been identified in EMS Policy as not requiring an ALS level of service.

The Contractor may utilize its own discretion on resource management regarding advanced life support (paramedic) ambulance units. The Contractor may operate a *single tiered system* - utilizing advanced life support (paramedic) ambulance units for all responses, including the above noted exceptions to advanced life support staffing requirements. Alternatively, the Contractor may operate a *multi-tiered system* - staffing different types of units with different staffing levels in order to service the various types of responses. The Contractor has the operational flexibility to operate under either model to provide a cost-effective system. However, the Contractor's obligation to perform its minimum performance requirements under this Agreement to the satisfaction of the County and the EMS Agency shall not be lessened if Contractor elects to operate a multi-tier system - that is, the Contractor shall in any event be responsible to provide an advanced life support (paramedic) staffed and equipped ambulance unit to one-hundred percent (100%) of Priority 1, 2, 3, and 4 emergency requests for services, as defined in the EMS Agency Policies and Procedures Manual, and all incidents where a scheduled transport (Priority 5) requires an advanced life support (paramedic) ambulance unit.

If the Contractor elects to utilize BLS ambulances as a part of a *multi-tiered system*, and, in the case of incidents which require the response of an advanced life support (paramedic) ambulance unit, the Contractor utilizes BLS ambulances in conjunction with non-transport advanced life support (paramedic) units, the following standards shall apply:

- a. Response time performance shall be determined according to Section IV.N.
- b. Rendezvous between BLS ambulance units and advanced life support (paramedic) units shall be initiated according to the standards described in EMS Policy #510.
- c. BLS ambulance personnel shall adhere to EMS Agency Policies and Procedures regarding treatment and the urgency of transport. Patient transport shall not be inappropriately delayed, contrary to EMS Agency Policies and Procedures, in order to wait for the arrival of a non-transport advanced life support (paramedic) unit in order to prevent the levy of liquidated damages regarding a BLS response.
- d. If the Contractor proposes to utilize EMT-I-level ambulances for services under this Agreement, the Contractor shall train its personnel and shall equip these units at the BLS-defibrillation level.

At any time during the term of this Agreement, the requirement for advanced life support (paramedic) staffing may be modified by the EMS Agency based upon medical necessity.

The Contractor may sub-contract with other organizations for partial or full staffing of ambulance units subject to Section VII.E.3. of this Agreement. Under such contracted staffing arrangements, the Contractor shall remain solely responsible for performing its minimum performance requirements under this Agreement, throughout the entire exclusive operating area, to the satisfaction of the County and the EMS Agency and in strict adherence to this Agreement.

J. DEPLOYMENT OF AMBULANCE UNITS AND SYSTEM STATUS MANAGEMENT PLAN

1. System Status Management Plan

The Contractor's method and manner for providing ambulance services (including community-based coverage and back-up) shall be documented in its system status management plan. The system status management plan will be developed by the Contractor. The Contractor's system status management plan shall include two ambulance units stationed within each of the Cities of Avenal and Corcoran, as long as Contractor is the primary contracted ambulance provider for the Department of Corrections facilities located in these communities. Additionally, the system status management plan shall address posting and back-up coverage of community-based units. The Contractor shall provide the EMS Agency with fifteen (15) calendar days advanced written notice of changes in the system status management plan which lower the priority of community-based back-up coverage, or which result in a net decrease in unit hours either in the metro area or the rural area. The EMS Agency's review and/or recommendations on the system status management plan or any modified plan is not an approval or acceptance by the County or EMS Agency of the Contractor's level of effort to perform services under this Agreement, nor may it be inferred that such level of effort is a substitute for Contractor's performance of its minimum performance requirements under this Agreement to the satisfaction of the County and the EMS Agency.

Although the Contractor may employ and alter its system status management plan, the Contractor shall be held responsible for response time results, and for providing response times among the various areas of the EOA on a substantially equal basis as described in Section IV.N.10.

The Contractor may implement temporary adjustments or modifications, which do not last longer than a single day, to its system status plan to meet operational needs or changes in demand without the required fifteen (15) calendar days' notice as provided in the foregoing paragraph.

If the Contractor proposes to utilize a combination of ALS and BLS ambulances, the Contractor's system status management plans shall reflect each staffing plan.

2. Unit Hour Utilization and Personnel Scheduling

An important factor affecting response time reliability and system efficiency is effective *unit hour utilization* (i.e., the number of ambulance transports divided by number of actual unit hours). Under this Agreement, the Contractor is permitted and encouraged to employ innovative and sophisticated techniques for maximizing unit hour utilization. If the Contractor schedules field personnel in a manner such that personnel are not scheduled for shifts that exceed twelve (12) hours



and the Contractor demonstrates controls, to the satisfaction of the County and the EMS Agency, which will limit the ability of the Contractor's personnel to work "back-to-back" shifts, then the Contractor will not, in such case, be subject to any unit hour utilization limits. However, if the Contractor utilizes schedules which exceed this standard, the Contractor is subject to a maximum monthly unit hour utilization ratio of 0.40. The Contractor may not operate above this level without approval by the EMS Director. However, so long as the Contractor's response time performance exceeds the requirements of this Agreement, and provided that the Contractor can show the EMS Director that the increased productivity will not place an unreasonable workload upon field personnel (given proposed scheduling arrangements), the EMS Director shall not unreasonably withhold its approval of the Contractor's request to exceed the maximum unit hour utilization ratio.

### 3. Initial System Status Management Plan

During the first three (3) months of operations under this Agreement, the Contractor shall adhere to the initial system status management plan submitted in its Proposal, or a modification of that plan which is approved in writing by the EMS Agency. Thereafter, for the term of this Agreement, at the Contractor's discretion and subject to prior review of the EMS Agency, the system status management plan may be altered by the Contractor to produce the required response time performance with the greatest possible efficiency.

The parties anticipate that, initially, the Contractor will utilize comparatively more unit hours of production than may be necessary after the Contractor has gained additional local experience. The EMS Agency's review of the Contractor's system status management plan shall not be deemed an acknowledgement or acceptance by the EMS Agency of this minimum *level of effort* of performance, or relieves the Contractor from performing its minimum performance requirements under this Agreement to the satisfaction of the County and the EMS Agency.

The initial system status management plan shall specify the general locations of ambulances, including the community-based units specified in Section IV.K., herein. This plan shall additionally specify for each post location, if the post location will be an indoor post site or an outdoor post site, post priorities, and the number of vehicles to be deployed during each hour of the day, each day of the week, during the first three (3) months of operation. The plan shall additionally address the Contractor's priorities for staffing and providing back-up coverage of the community-based unit locations specified by this Agreement. The plan shall also discuss specific schedules, as is necessary as to demonstrate the types of shifts the Contractor intends to employ in implementing the plan (e.g., 24 hour shifts in all areas, 24 hour shifts in rural areas, 12 hour shifts in metropolitan/urban response areas).

#### K. COMMUNITY-BASED AMBULANCE UNITS AND BACK-UP AMBULANCE COVERAGE

The Contractor shall be responsible for stationing ambulance units at specific locations in the EOA ("community-based ambulance coverage"). The Contractor shall provide twenty-four (24) hour-per-day, each and every day of the year coverage of the community-based ambulance units in the following specific locations for 100% of the time that this Agreement is in effect, pursuant to the base system performance standards:

1. West County Unit (based in the City of Avenal) – Two (2) ambulances.

2. South-East County Unit (based in the City of Corcoran) – Two (2) ambulances.

The Contractor is only required to maintain two (2) ambulance units in each of the cities of Avenal and Corcoran, when the Contractor (or subcontractor) is the primary provider of ambulance services to the prison. Specifically, the Contractor will be required to staff two (2) ambulance units in the City of Avenal if the Contractor is the primary ambulance provider for the Avenal State Prison. If the Contractor is not the primary ambulance provider to Avenal State Prison, then the Contractor is only required to maintain a minimum of one (1) ambulance unit in the City of Avenal. Similarly, the Contractor will be required to staff two (2) ambulance units in the City of Corcoran if the Contractor is the primary ambulance provider for the two prisons in Corcoran. If the Contractor is not the primary ambulance provider to the two prisons in Corcoran, then the Contractor is only required to maintain a minimum of one (1) ambulance unit in the City of Corcoran.

The Contractor's system status management plan shall provide that back-up ambulance coverage shall be dispatched and commence its travel enroute to cover the area within ten (10) minutes of when a community-based ambulance unit becomes unavailable and leaves the City of Avenal or Corcoran without an ambulance.

Back-up coverage for the City of Avenal or Corcoran is tied to the availability of an ambulance in each individual city. For example, when the ambulance units in Avenal become unavailable (enroute to the scene or out-of-service), back-up requirements are in effect. The same is true in the City of Corcoran. The Contractor may establish priorities for back-up coverage of community-based ambulance units in the Contractor's system status management plan and may incorporate "*move-up and cover plans*" involving community-based ambulance units. Lack of back-up ambulance coverage due to a lack of available ambulance units is not, by itself, the basis for an appeal of liquidated damages for a late response or a referred call, as identified herein.

L. INSTANT AID AND MUTUAL AID REQUESTS

To the extent that the Contractor has units available, and to the extent consistent with its primary responsibility to provide ambulance and emergency medical services within the EOA, the Contractor shall, in accordance with EMS Agency Policies and Procedures, render immediate "instant aid" and "mutual aid" to those providers of emergency medical services operating within adjacent areas in order to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.

1. "Instant Aid" shall be defined as a request for immediate response to an incident within the jurisdiction of another provider or agency. Such responses may be the subject of a pre-established agreement between the Contractor and such provider or agency. Examples include but are not limited to: (1) a request for a response into the service area of another agency due to the Contractor's unit being the closest available unit; and (2) a request for a response into the service area of another agency to assist with a multi-casualty incident.

The Contractor shall be responsible for providing an instant aid ambulance response to all areas of Kings County and adjacent counties. In this regard, the Contractor shall be responsible for sending an advanced life support (paramedic) ambulance unit in those cases where the Contractor's unit is the closest available ambulance in response to a request for service and/or a multi-casualty

incident. For calls which require an immediate dispatch (Priorities 1 or 2) or urgent dispatch (Priority 3 or 4), the Contractor is responsible for immediately dispatching the closest available unit. However, no response time standards will be required of the Contractor for responses outside of the EOA. For scheduled calls (Priority 5), the Contractor must dispatch an appropriate ambulance within 30 minutes of notification of the call or within 30 minutes of the scheduled pick-up time (whichever is later).

2. “Mutual Aid” shall be defined as a request for immediate response to a major incident which has overwhelmed or exceeded the resources of another provider or agency and is not the subject of an “Instant Aid” agreement. An example would include but not be limited to the Contractor establishing a Mutual Aid agreement with neighboring areas to respond during disaster incidents.

The Contractor is required to provide an instant aid/mutual aid response when it is the closest unit to an incident in an adjacent service area. However, the Contractor is not required to provide back-up *coverage* outside of its contract service area unless requested to by the EMS Agency in unusual circumstances. The Contractor may negotiate instant aid/mutual aid agreements with surrounding provider agencies to provide for coverage and response, subject to the EMS Agency’s review and written approval.

#### M. DISPATCH CENTER OPERATION

As a part of the services under this Agreement, the Contractor shall be responsible for operating an ambulance dispatch center.

##### 1. Overview of Ambulance Dispatch Center Operations

a. The Contractor will be responsible for answering medical calls from the public and medical facilities for service on seven digit lines and/or ring down lines from medical facilities and other public safety dispatch centers. The ambulance dispatch center must be a secondary 9-1-1 public safety answering point (PSAP). 9-1-1 calls are either transferred or conferenced from other PSAPs.

b. At its sole expense, the Contractor shall be responsible for the dispatching of all providers of emergency ambulance services in Kings County, instant aid and mutual aid ambulance units, including those from other counties, and all EMS helicopters designated for utilization in Fresno, Kings, Madera, and Tulare Counties. The Contractor’s operation of the ambulance dispatch center shall not provide greater emphasis to the dispatching of the Contractor’s units over those of other provider agencies. EMS Dispatch personnel shall manage requests for ambulance service in accordance with EMS Agency Policies and Procedures.

c. The Contractor’s ambulance dispatcher shall assign the medical priority of the response using EMS Agency-approved dispatch protocols.

d. The Contractor’s ambulance dispatchers shall provide, as appropriate, telephone pre-arrival medical instructions using EMS Agency-approved dispatch protocols.

e. The Contractor shall utilize only dispatch policies and procedures that have been authorized by the EMS Agency provided, however, that these may be EMS Agency Policies and

Procedures, or the Contractor's procedures which have been approved by the EMS Agency.

f. All radio and telephone communications, including pre-arrival instructions and time track are digitally recorded and kept for a minimum of one hundred and eighty (180) calendar days.

g. The Contractor shall ensure that all dispatching and communications (computer record or dispatch card) with ambulance units is conducted in a manner consistent with federal, state legislation and laws, including EMS Agency Policies and Procedures, whether now in effect or as hereafter enacted.

h. The Contractor shall work cooperatively with the EMS Agency to plan for and implement upgrades and enhancements of its dispatch and communications system which are mutually agreed, by the EMS Agency and the Contractor, to be beneficial to the EMS system and financially feasible for the Contractor.

i. The Contractor's ambulance dispatchers shall provide disaster and special incident coordination. During such time of unusual occurrence, the Contractor's ambulance dispatcher staff and County Health Department, including EMS Agency staff, shall work in conjunction with each other to manage medical dispatch coordination for the incident.

j. Other than during the EMS Agency's normal business hours, the ambulance dispatch center will be the primary point of contact for EMS Agency staff. The ambulance dispatch center shall forward messages received during these time periods to the EMS Agency staff on-call.

## 2. Dispatch Documentation

The Contractor's ambulance dispatchers shall be responsible for documenting all requests for ambulance service received by the ambulance dispatch center. The primary method for such documentation will be the Computer Assisted Dispatch (CAD) system at the ambulance dispatch center. Ambulance dispatchers shall be responsible for entering data into the CAD system in accordance with EMS Agency Policies and Procedures. The Contractor's EMS Dispatch personnel shall directly and immediately input requests for services into the CAD system as requests are received without initially documenting the request in some other manner (e.g., writing dispatch information on paper or some other medium) in order to ensure the accurate recording of times relative to the request and the response.

Any actions on the part of the Contractor's ambulance dispatchers to enter data in such a way as to document false information (including delaying the entering of data or omitting data) may be considered by the County and EMS Agency as a Material Breach of the Agreement by the Contractor. The Contractor shall adhere to the EMS Agency's other methods of dispatch documentation including the use of manual dispatch cards (during times of computer failure), forms for the documentation of hazardous materials and multi-casualty incidents, audio taping systems at the ambulance dispatch center, and coding conventions utilized for both the CAD system and manual dispatch card system.

## 3. Staffing

All Contractor's ambulance dispatchers shall all be trained and certified in the Medical

Priority Dispatch System through the National Academy of Emergency Medical Dispatch (NAEMD) or other equivalent training approved by the EMS Agency Director. Dispatchers shall be certified by the EMS Agency in accordance with EMS Agency Policy and Procedure. Dispatchers are required to attend continuing education and recertification testing to maintain their certification.

a. Scheduling of Ambulance Dispatchers

The Contractor shall provide a scheduling plan for ambulance dispatcher staffing. The staffing schedule may be adjusted to “peak load” time periods. A dispatch supervisor level dispatcher shall be provided by the Contractor at all times during dispatch operations. At no time shall the Contractor staff the ambulance dispatch center with less than one (1) dispatch supervisor (certified as an EMS dispatcher) and one (1) ambulance dispatcher, meaning that such personnel are on-duty and available at the ambulance dispatch center including personnel on meal breaks. Such minimum staffing shall not include the hours of Contractor’s management staff who direct dispatch operations except in those times that such management staff are functioning as either an ambulance dispatcher or dispatch supervisor. Dispatch supervisors must also have current certification as ambulance dispatchers. This minimum staffing standard shall be considered a minimum and shall not alter or diminish the Contractor's responsibility to add sufficient staff to properly manage incoming requests for ambulance services.

b. Dispatch Performance Standards

The Contractor shall provide sufficient dispatcher staff at the EMS Communications Center to allow prompt answering of all telephone requests for ambulance service and no telephone request for immediate ambulance response shall be placed on hold except for rare times of extreme system overload. This includes ring down lines with hospitals and other dispatch centers. In addition, staffing shall be adequate to allow dispatchers to provide necessary telephone pre-arrival instructions except for rare times of extreme system overload. The following minimum standards form the objective performance data for EMS dispatch operations:

1. For each month, a minimum of ninety-eight percent (98%) of calls for service through the 911 system shall be answered in three (3) rings or less.

2. For each month, a minimum of ninety percent (90%) of requests for the immediate dispatch of an ambulance and/or fire apparatus, in accordance with EMS Agency approved dispatch protocols and excluding multiple unit responses and reassigned responses, shall be alerted (the dispatcher completes all necessary procedures to alert the unit) within sixty (60) seconds of the call received time. This includes both the Contractor’s units and other ambulance agency units.

4. Professionalism

The Contractor and its ambulance dispatcher staff shall maintain a professional relationship and level of interaction with the public, medical facilities, as well as other public safety answering points, both within the County and surrounding counties. The EMS Agency will periodically review dispatch recordings to monitor the professionalism of the ambulance dispatch personnel.

5. Access Mechanisms

The primary access telephone number for the public will be 9-1-1. The Contractor will emphasize 9-1-1 as a part of its advertisements and public information programs. Direct lines (ring down lines) also exist with the major public safety dispatch centers and base hospitals within the system. The Contractor shall have a local access telephone numbers for Kings County and may advertise the telephone number for urgent interfacility transfers or scheduled response access. The Contractor may install other telephone lines at its own expense for system access (e.g., "800" telephone numbers). All telephone lines used for access or communications with ambulance crews, hospitals, the general public, or other agencies shall not incur any toll charge to the calling party, shall be recorded electronically, and shall include a 24-hour continuous time track.

6. Computer Assisted Dispatch (CAD)

Contractor shall furnish and maintain a computer aided dispatch (CAD) system for its ambulance dispatch center. Specific requirements shall include the following:

a. The CAD system shall be specifically designed and programmed to support the needs of the Kings County EMS system.

b. The Contractor shall ensure that CAD system is capable of recording and maintaining information in accordance with Section 1100.7 of Title 13 of the California Code of Regulations. This shall include all requests for ambulance services including referrals to other provider agencies, canceled runs, special event stand-bys, and all responses by the supervisor and disaster units. CAD Documentation shall include but not be limited to:

- (1) Date call received;
- (2) Time call received;
- (3) Name of requesting person or agency;
- (4) Time unit(s) alerted;
- (5) Time unit(s) enroute;
- (6) Time unit(s) on-scene;
- (7) Time unit(s) depart scene;
- (8) Time unit(s) arrive destination;
- (9) Time unit(s) in-service/available;
- (10) Location of incident, including ambulance response zones as described in Attachment A-1 and A-2;
- (11) Nature of incident;
- (12) Names of responding personnel;
- (13) Identification of unit(s) sent;
- (14) Location of responding ambulance unit when dispatched;

- (15) Mode of response and any change in response mode (time shall be noted);
- (16) Destination of transporting unit(s);
- (17) Mode of transport and any change in transport mode (time shall be noted);
- (18) Number of patients transported;
- (19) Disposition of non-transporting unit(s) (if canceled, include reason and by whom);
- (20) Reasons for delays (if applicable);
- (21) Name of person receiving the call; and
- (22) Name of person dispatching the call.

c. The CAD system must have safeguards that will preclude Contractor's personnel from being able to alter the data record of any call.

d. The CAD system shall be programmed with current geo-location files that will ensure accurate address and location information.

e. The CAD system shall interface directly with the enhanced 9-1-1 emergency telephone system to allow for the transfer of ANI/ALI information directly from the enhanced 9-1-1 system.

f. The CAD system must be capable of monitoring ambulance unit status and assignments (i.e., post screen). In addition, the CAD shall have the capability of providing a system snapshot that will provide information, including report format, as to the location and availability of all ambulance units at any given time.

g. The CAD must include an automatic vehicle location system that records the movement and exact location of ambulances, including the supervisor units.

h. The CAD must provide for in-vehicle mapping and dispatch information, including the use of "status" buttons, which allow ambulance crews to press a button to change the status of the ambulance.

i. The CAD must provide for automatic text paging of incident information to ambulance crews.

j. The CAD must be capable of allowing the EMS Agency online access for monitoring purposes.

k. The CAD system must be capable of producing reports that will identify all call records. Calls that fall outside of established time criteria shall be easily identified.

l. The CAD system must be capable of providing downloaded data on computer disk to be supplied to the EMS Agency on a monthly basis, or whenever requested.

m. CAD Data must be retained for a minimum of five (5) years.

n. In the event that either the County or Contractor develops geofile information, upon request by the other party, such information shall be made available. If the geofile information is third party copyrighted or if such acquisition requires additional licensing, the requesting party will be responsible, therefore, including all costs associated with such acquisition.

#### 7. EMS Agency and County Staff at the Ambulance Dispatch Center

The EMS Agency may, at any time and without notice, observe ambulance dispatch operations. The role of the EMS Agency is not a supervisory role over Contractor's personnel and is not a method of directing dispatch operations except in rare circumstances, such as disaster operations. The EMS Agency role is to monitor the Contractor's operations for adherence to standards of the Agreement and EMS Agency Policies and Procedures. EMS Agency staff do, however, provide a resource for interpretation of policy.

#### N. RESPONSE PERFORMANCE STANDARDS AND REQUIREMENTS

Response times are a combination of dispatch operations and field operations. The EMS Agency will provide the Contractor with significant flexibility in its methods of providing the services called for under this Agreement. This is based upon the Contractor's commitment to perform its services in accordance with the minimum response time standards set forth herein. An error on the Contractor's part in one or more phases of its operation (e.g., dispatch, system status management plan, vehicle maintenance and the like) shall not be the basis for the EMS Agency granting an exception from the imposition of liquidated damages (identified herein) to the Contractor's performance in another phase of its operation (e.g., response time performance). Appropriate response time performance is a result of the Contractor's coordinated effort of its total ambulance operation and therefore is solely the Contractor's responsibility. Response times shall be measured in minutes and seconds and shall be documented in accordance with Section IV.N., herein.

Except for ambulance calls requiring a scheduled response (Priority 5), ambulance response times are measured commencing with receipt of when the request for service at the ambulance dispatch center is timed stamped (based upon and at the time when the address/location, call back telephone number, and initial presumptive patient condition are identified by the dispatcher) by either the computer assisted dispatch system or in cases of computer down time, on manual dispatch cards. Response time shall be measured in minutes and seconds.

Ambulance response time for calls requiring a scheduled response (Priority 5) is defined as the interval between the scheduled pick-up time and the moment the first fully staffed and equipped ambulance arrives at the scene. Response time for scheduled responses shall be measured in minutes and seconds.

Response time standards do not apply to situations where the Contractor's ambulance unit is cancelled prior to arrival at-scene. However, liquidated damages may apply to individual responses which are cancelled prior to arrival at the scene where such cancellation occurred significantly after the appropriate response time deadline (refer to Section IV.N.14., herein).

In situations where, due to computer failure, manual dispatch cards are being utilized, the same standards of response time will be adhered to by the Contractor; however, response times will



be measured in whole minutes since it is usually not possible, under such circumstances, to capture seconds. The parties recognize that this type of performance record-keeping is not as strict a standard as minutes and seconds. However, since computer failure limits the Contractor's access to automated dispatch enhancements and system status management information, such a variation from normal response time standards is appropriate in such circumstances.

Response time standards may be adjusted by the EMS Agency during the term of this Agreement consistent with the modifications in EMS operational and medical standards which are developed by the EMS Agency to re-engineer the local EMS System. Changes may include performance standards which measure intervals to key medical interventions or to the initiation of transport.

The following standards will be utilized for this Agreement:

1. Priorities of Response

The priorities of response for the Kings County EMS System are defined, as of the commencement of this Agreement, in the EMS Agency Policy and Procedure Manual (EMS Policy #405) and may be modified by the EMS Agency. Response time standards for these priorities may be adjusted by the EMS Agency, without the consent of the Contractor, but only upon reasonable advanced written notice to the Contractor, during the term of this Agreement.

2. Response Times for Requests Which Prompt an Immediate or Urgent Dispatch (Priorities 1-4)

Response times are measured from the time the request for service is received at the ambulance dispatch center, as defined in this Section IV.N., until a fully staffed and equipped advanced life support (paramedic) ambulance unit arrives at the scene of the incident. The arrival of a non-transport advanced life support (paramedic) unit, alone, will not satisfy the response time standard. Also, the arrival of a non-paramedic ambulance unit, alone, will not satisfy the response time standard. However, the combined response of these two (2) types of units will satisfy the response time standard based upon the arrival of both units at the scene. Response time measurement, in such case, will be based upon the arrival time of the later arriving unit.

a. "Request received" is defined as the moment the address/location, call back telephone number, and initial presumptive patient condition (PPC) are identified by the ambulance dispatch center.

b. "At scene" is defined as the moment when the fully staffed and equipped ambulance unit is physically at or within one hundred (100) feet of the scene. In situations where the unit is responded to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents or non-secured scenes), arrival at scene shall be the time the unit arrives at or within one-hundred (100 ) feet of the designated staging location.

c. In instances that units fail to report "at scene," the time of the next communication with that unit shall be used as the "at scene" time. However, the Contractor may appeal such instances under this Agreement when it can document the actual arrival time through another means (e.g. first responder, communications tapes/logs, Global Positioning Satellite, and the like).

d. For the purpose of response time performance calculations, response time standards do not apply to situations where the Contractor is cancelled prior to arrival at scene.

3. Response Times for Requests Which Prompt a Scheduled Dispatch (Priority 5)

a. Response times for scheduled requests are measured as follows:

(1) From the scheduled pick-up time until a fully staffed and equipped ambulance unit (BLS unit, when allowed under this Agreement, or ALS unit) arrives at scene.

(2) The scheduled pick-up time shall be established with the calling party as the time the unit needs to arrive at the patient's point of departure. It shall be established for all Priority 5 dispatches consistent with EMS Agency Policies and Procedures.

(3) Response times for calls which either are on-time or arrived at early (prior to the scheduled pick-up time) shall be reported as a response time of zero (0) minutes.

(4) For the purpose of response time performance calculations, response time standards do not apply to situations where the Contractor is cancelled prior to arrival at scene.

4. Performance Indicators for Alerting and Initiating Response

The following performance indicators shall be used to evaluate the timeliness of the Contractor's dispatch and field operations on requests that require an immediate dispatch (Priorities 1 and 2) or an urgent dispatch (Priorities 3 and 4). The EMS Agency recognizes that, in some cases, the Contractor's performance may fall outside this range of performance indicators. Therefore, such performance indicators are not used as standards for enforcing Contractor's performance of its obligations under this Agreement in the same manner as enforcement of the Contractor's obligation to comply with response time standards under this Agreement. Rather, they are utilized as a means of determining whether the Contractor meets the criteria for an exception to response time standards and for evaluating the need for more in-depth Quality Improvement review by the EMS Agency and/or Contractor of Contractor's operations.

a. Dispatch Interval - Immediate Dispatch (Priorities 1 and 2)

The time from call received to ambulance unit alert shall be sixty (60) seconds or less on at least ninety percent (90%) of such responses each month. A detailed review by the Contractor and EMS Agency shall occur for all cases which are over one hundred twenty (120) seconds. This performance standard is also a performance measurement of dispatch performance.

b. Dispatch Interval - Urgent Dispatch (Priorities 3 and 4)

The time from call received to ambulance unit alert shall be sixty (60) seconds or less on at least ninety percent (90%) of such responses each month. A detailed review by the Contractor and EMS Agency shall occur for all cases which are over five (5:00) minutes. This performance standard is also a performance measurement of dispatch performance.

c. Crew Response (Chute) Time - Immediate Dispatch (Priorities 1 and 2) or Urgent Dispatch (Priorities 3 and 4)

The time from unit alert to ambulance unit enroute shall be sixty (60) seconds or

less on at least ninety percent (90%) of such responses each month. A detailed review by the Contractor and EMS Agency shall occur for all cases which are over one hundred twenty (120) seconds.

5. Suspension of Low Priority Responses

Upon notification by the Contractor, priority 5 and 6 responses and, in extreme cases, priority 3 and 4 responses may be temporarily suspended by the EMS Agency in time of unexpected and unavoidable system overload (e.g., major multi-casualty situations). Such services shall be restored once sufficient reserve emergency production capacity is available or the incident is resolved. The Contractor shall notify the requesting party of the delay in services.

6. Referral of Calls and Dispatch Delays

Incidents prompting an immediate or urgent dispatch will be dispatched (unit alerted) without delay. However, during periods of peak load (but not meeting the requirements for suspending low priority responses - Section IV.N.5., herein), the Contractor may desire, due to low levels of available ambulance units, to delay the dispatch of ambulance units to some incidents until units become available to manage the new incident. Such delays by the Contractor are not authorized exceptions to the performance standards and other provisions of this Agreement. While a delayed response using one of the Contractor's nearby units may provide a faster response than an immediate referral to a provider from outside of the EOA, prolonged dispatch delays are not acceptable to the County and EMS Agency. Therefore, the following criteria shall apply regarding the referral of calls and dispatch delays:

a. Immediate responses (Priorities 1 and 2) may be delayed for no more than two (2:00) minutes. If the Contractor still does not have an available unit, the call will be referred to the appropriate instant aid unit consistent with EMS Policies and Procedures.

b. Urgent responses (Priorities 3 and 4) may be delayed for no more than five (5:00) minutes, unless the Contractor has a unit which will be promptly available (e.g., at hospital or "log-on") and such unit is projected by the Contractor to have a faster response time than a referral to a rural provider. If the Contractor still does not have an available unit, the call will be referred to the appropriate mutual aid unit consistent with EMS Policies and Procedures.

c. Scheduled responses (Priority 5) may be delayed by the Contractor until sufficient system capacity is available to safely manage the scheduled response along with other immediate and urgent responses.

d. If a call has been referred to another provider agency and the Contractor has a unit which becomes available after the referral has occurred, the Contractor may cancel the unit responding from out-of-the EOA if the Contractor's unit is closer to the incident than the other agency's ambulance unit.

7. Response Zones

The metropolitan and rural response zones are illustrated in Attachments B-4 and B-5. The Boundaries of the response areas will remain the same unless changed by the EMS Agency.

8. Metropolitan/Urban Response Time Performance

The Contractor shall meet or exceed the following response time standards, within the Metropolitan response time zones, as defined in Attachment B-4, hereof, on a monthly basis according to the following criteria:

<b>PRIORITY</b>	<b>TIME FRAME</b>	<b>RESPONSE TIME (minutes/seconds)</b>	<b>MINIMUM PERCENT OF COMPLIANCE</b>
1 and 2 combined	Monthly	8 min. 00 sec. or less	90%
3	Monthly	15 min. 00 sec. or less	90%
4	Quarterly	15 min. 00 sec. or less	90%
5	Monthly	Within 30 min. 00 sec. or less of the scheduled pick-up time	90%

Table IV.2

9. Rural Response Time Performance

The Contractor shall meet or exceed the following response time standards, within the Rural response time zones, as defined in Attachment B-5, hereof, on a monthly basis according to the following criteria:

<b>PRIORITY</b>	<b>TIME FRAME</b>	<b>RESPONSE TIME (minutes/seconds)</b>	<b>MINIMUM PERCENT OF COMPLIANCE</b>
1 and 2 combined	Monthly	20 min. 00 sec. or less	90%
3	Monthly	30 min. 00 sec. or less	90%
5	Quarterly	Within 30 min. 00 sec. or less of the scheduled pick-up time	90%

Table IV.3

#### 10. Equality of Responses

The Contractor shall monitor and adjust its performance such that response time performance in communities served is consistent throughout the EOA. The Kings County Ambulance Commission shall be empowered to, upon the recommendation of the EMS Agency, implement new performance standards to address any pattern of significantly diminished service, which is based upon the actions or lack of action by the Contractor, and which is not corrected by the Contractor to the satisfaction of the EMS Agency and the Kings County Ambulance Commission.

#### 11. Area Familiarization

It is the Contractor's responsibility to ensure that its field and dispatch personnel are familiar with the geographic area of the EOA, address identification and aids for incident location, and response time standards associated with each area. It is the Contractor's sole responsibility to provide sufficient and adequate maps and mapping tools to field and dispatch personnel.

#### 12. Scheduled Request

Scheduled requests are the responsibility of the Contractor when such requests are received by the County, in which case the County will refer the request to the ambulance dispatch center. The Contractor shall respond to such requests in a prompt and professional manner consistent with the performance standards under this Agreement. The Contractor shall furnish sufficient production capability and on-call personnel capability and shall manage its resources so as to provide prompt scheduled ambulance services on a regular basis. The Contractor shall inform the individual or agency requesting a scheduled response of any delay that will prevent response within the prescribed time frames and provide an estimated time of arrival. However, such notice shall not relieve the Contractor's obligation to comply with response time standards.

#### 13. Response Calculations Regarding Downgrades/Upgrades

##### a. Downgrades

(1) Responses that are downgraded prior to having exceeded the response time standard for the original priority of response, will be assessed by the EMS Agency for compliance with the new priority based upon the original call received time.

(2) Responses that are downgraded after exceeding the response time standard for the previous priority response, will be assessed by the EMS Agency for compliance with the original priority based upon the original call received time and the time of the downgrade.

##### b. Upgrades

Response compliance for calls which are upgraded from a lower priority to a higher priority (excluding priority two to a priority one), will be measured from the exact time the ambulance unit is upgraded to the time the unit arrives on scene.

#### 14. Delayed Responses Cancelled Prior to Arrival

Response time standards do not apply to situations where the Contractor's ambulance unit is cancelled prior to arrival at-scene. However, liquidated damages shall apply to individual

responses which are cancelled prior to arrival where such cancellation occurred significantly after the appropriate response time deadline. Specifically, liquidated damages shall apply in cases where an immediate (Priority 1 or 2) or urgent (Priority 3 or 4) response is cancelled after a response (call received until unit cancelled) which is twice as long as the response time standard for that type of response (refer to Section IV.O.4., herein).

15. Delayed Response Documentation

The Contractor shall document each instance wherein a response resulted in a response time in excess of the required response performance and shall detail the reason for such delayed response time. Similar documentation shall be available for all responses with greater than two (2) minutes elapsed time between the ambulance dispatcher's receipt of request and alerting of unit, and for all responses with greater than two (2) minutes elapsed time between alerting of unit and unit enroute. Such documentation shall be available to the EMS Agency as needed. The Contractor shall take all steps necessary to eliminate the cause of poor response time performance. Upon request of the County or EMS Agency, the Contractor shall provide a summary of such actions.

16. Exemptions to Response Time Performance Standards and Requirements

The EMS Agency may grant exemptions from response time performance requirements stated herein, on case-by-case bases, for responses where weather conditions, multi-casualty incidents, or other situations beyond the Contractor's control cause unavoidable delay. All such responses shall be individually examined by the EMS Agency as to system status plan and staffing levels, dispatch and in-service times, and other influencing factors (e.g., weather conditions), and if the circumstances warrant, the EMS Agency may authorize an exception of such responses when measuring performance requirements under Section IV.N, herein. An exception of a response under this paragraph means that a late response which has received approval for an appeal will count as an on-time response.

In order to be eligible for such exemption, the Contractor shall notify the EMS Agency with specific documentation (i.e. voice log file) supporting the Contractor's appeal. Equipment failure, dispatcher or personnel error, or lack of a nearby ambulance does not constitute grounds for exemption from response time performance requirements.

The Contractor may apply to the EMS Agency (consistent with procedures specified in Section IV.S., and Section IV.AP., herein.) for an exemption from response time compliance measurements and/or late run liquidated damages in the following situations:

a. Automatic Exemptions

- (1) Response cancelled prior to the unit's arrival at scene.
- (2) Severe weather which slows travel and/or impairs scene location (e.g., fog, ice, or snow) such that response time compliance is either impossible or could be achieved only at a greater risk to the public or ambulance crew than would result from a delayed response. These responses are reviewed on a case-by-case basis. The Contractor is only eligible for exemption when the performance indicators have been met (Section IV.N.4, herein).
- (3) Multiple unit responses - The first arriving unit will be held to response time

standards. Subsequent units that arrive late will be eligible for appeal.

(4) Data recording errors when accurate information can be verified.

(5) Inaccurate address given by the reporting party. However, if inaccurate response information is the result of an error by the Contractor's personnel, an appeal will not be allowed. An appeal may only be considered if the address change is significant enough to change the route of the ambulance.

(6) Simultaneous ambulance requests that occur within the Avenal and Corcoran metropolitan response zones, and a back-up ambulance is dispatched, and enroute, within 10 minutes or less from the time the original unit became committed and the community was without an ambulance. If an ambulance request is received within 10 minutes or less from the time the original unit became committed and a back-up ambulance has not yet been dispatched or gone enroute, the late response may be eligible for appeal. If the ambulance request is received greater than 10 minutes from the time the original ambulance became committed, and a back-up ambulance was not dispatched, the late response will not be eligible for appeal

(7) Train Delays – Any train delay which delays the response of an ambulance and can be verified by the GPS System. A late response may only be exempt if the delay caused by the train was equal to or greater than the amount of time the Contractors ambulance was late to the response.

(8) Locally declared disaster - The Contractor may request an exemption from the EMS Agency from response time standards for service during times of declared "emergencies," locally or in a neighboring county, as defined in the California Government Code, Section 8550 et seq.

b. Discretionary Appeals Guidelines

The following are guidelines for use by EMS Agency staff and the Kings County Ambulance Commission in evaluating an appeal by the Contractor. These standards may be modified at any time by the EMS Agency with the approval of the Kings County Ambulance Commission, and such modifications shall thereupon automatically apply to this Agreement.

(1) Transport By A Closer Agency

The Contractor may apply for an appeal when it appropriately refers a call to a closer back-up agency (consistent with EMS Agency Policies and Procedures), and that back-up agency initiates transport. The Contractor is eligible for an exemption only when the Contractor has complied with Contractor's system status plan including back-up coverage requirements for community-based units.

(2) Rendezvous

The Contractor may apply for an appeal because of an attempt to rendezvous with a moving vehicle. Fixed location rendezvous are not eligible for appeal.

(3) Multi-Casualty Incident (Within EOA) - Appeals for incidents while there is a Multi-Casualty Incident occurring elsewhere within the EOA.

The Contractor is eligible for an appeal only if three (3) or more of the Contractor's ambulance units are simultaneously committed to the Multi-Casualty Incident and the Contractor is staffed to the system status plan at the time of the incident that is being appealed. In addition, the Contractor is eligible for an appeal only when performance indicators have been met (Section IV.N.4., herein). If the appeal meets all of the foregoing conditions, and any other conditions reasonably imposed by the EMS Agency for such incident, the Contractor is eligible for one (1) or more appeals for late responses up to a maximum of the total number of the units simultaneously assigned to the Multi-Casualty Incident less two (2).

- (4) Multi-Casualty Incident (Outside of the EOA) - Appeals for incidents when the Contractor has responded one or more ambulance units outside of the EOA for a Mutual Aid/Instant Aid response.

The Contractor is eligible for an appeal only if two (2) or more of the Contractor's ambulance units are simultaneously committed to a Mutual Aid/Instant Aid response (including a Multi-Casualty Incident) outside of the EOA and the Contractor is staffed to the system status plan at the time of the incident that is being appealed. In addition, the Contractor is eligible for an appeal only when performance indicators have been met (Section IV.N.4., herein). If the appeal meets all of the foregoing conditions, and any other conditions reasonably imposed by the KCAC for such incident, the Contractor is eligible for one (1) or more appeals for late responses up to a maximum of the total number of the units simultaneously assigned to the incidents outside the EOA.

- (5) Rural Area Distance Exception

In rural areas of the EOA, based upon compliance with community-based ambulance unit coverage and backup ambulance coverage by Contractor pursuant to Section IV.K., herein, if response time standard is not possible from normal ambulance unit posting location, the Contractor is eligible for an appeal only when the Contractor is staffed to the system status plan at the time of the incident that is being appealed and performance indicators have been met (Section IV.N.4., herein).

#### O. LIQUIDATED DAMAGES FOR FAILURE TO MEET MINIMUM PERFORMANCE STANDARDS

The Contractor agrees that it has carefully examined the nature of the tasks to be performed under this Agreement, that time is of the essence in the Contractor's performance of its services under this Agreement, that the response times standards provide adequate time for the performance of its services under this Agreement, that such response times standards represent the outer limits of acceptable performance, and that delays beyond the response times will result in damage to the County and/or the EMS Agency. Therefore, this Agreement provides for the payment of liquidated damages from the Contractor to the County due to Contractor's failure to meet the minimum performance requirements under this Agreement. The parties agree that such payment shall be considered as liquidated damages, and not as penalties, and further such sums recited in this Agreement represent a reasonable endeavor by the County, the EMS Agency, and the Contractor to estimate a fair compensation for the foreseeable damages to the County and the EMS Agency from the Contractor's failure to meet the minimum performance requirements under this Agreement. Contractor and County agree that the calculation of actual damages would be extremely difficult or impossible to ascertain given the broad range of performance criteria, the variety of circumstances in



which injury may occur, and the inestimable range of consequences, which could flow from those injuries. However, the provision of liquidated damages herein is limited to the parties to this agreement. In the event of claims by any third party against the County, the EMS Agency, or their officers, agents or employees, the provision of liquidated damages herein, shall not limit the right of these parties to indemnification from Contractor, or its agents, servants and employees.

The following liquidated damages provisions hereby govern the Contractor's provision of services under this Agreement:

1. Individual Priority 1 and Priority 2 Responses

For any individual Priority 1 or Priority 2 response that has a response time of greater than 8 minutes and 00 seconds in those areas defined as Metropolitan, or a response time of greater than 20 minutes and 00 seconds in those areas defined as Rural, the Contractor shall pay liquidated damages in the amount of fifteen dollars (\$15) per minute for each minute, or fraction thereof, past this requirement.

2. Individual Priority 3 and 4 Responses

For any individual Priority 3 or 4 response that has a response time of greater than 15 minutes and 00 seconds in those areas defined as Metropolitan, or a response time of greater than 30 minutes and 00 seconds in those areas defined as Rural, the Contractor shall pay liquidated damages in the amount of five dollars (\$5) per minute for each minute, or fraction thereof, past this requirement.

3. Individual Priority 5 Response

For any individual Priority 5 response that has a response time of greater than 30 minutes and 00 seconds in those areas defined as Metropolitan, or a response time of greater than 30 minutes and 00 seconds in those areas defined as Rural, the Contractor shall pay liquidated damages in the amount of five dollars (\$5) per minute for each minute, or fraction thereof, past this requirement.

4. Individual Excessive Delay on a Response

Response time standards do not apply to situations where the Contractor is cancelled prior to arrival at-scene. However, in any case that an immediate (Priority 1 or 2) or urgent (Priority 3 or 4) response is cancelled after a response which is twice as long as the response time standard for that type of response (call received until unit cancelled), the Contractor shall pay liquidated damages in the amount of one hundred dollars (\$100) regardless of whether the call is cancelled. Similarly, any immediate or urgent response that is twice as long as the response time standard for that type of response (call received to at scene), the response shall be subject to a liquidated damage of one hundred dollars (\$100). Such liquidated damages may be appealed under applicable appeal criteria, including the distance appeal for rural, remote, or wilderness responses.

5. Monthly Performance for Combined Priority 1 and 2 Responses

For each month that the Contractor fails to achieve the prescribed monthly response time overall performance requirements under this Agreement for Priority 1 and 2 responses, the Contractor shall pay liquidated damages in the amount of one hundred dollars (\$100) for each one-

tenth of a percentage point that such monthly compliance percentage is less than the prescribed performance requirement under this Agreement. The EMS Agency may set standards for the measurement of selected rural or remote/wilderness area response times where it is determined by the EMS Agency that monthly response time standards are not appropriate due to low call volume. In such cases, the EMS Agency may establish criteria for evaluating response time performance on a quarterly basis rather than a monthly basis.

6. Monthly Performance for Priority 3 and 4 Responses

For each month that the Contractor fails to achieve the prescribed monthly response time overall performance requirements under this Agreement for Priority 3 and 4 responses, the Contractor shall pay liquidated damages in the amount of one hundred dollars (\$100) for each one-tenth of a percentage point that such monthly compliance percentage is less than the prescribed performance requirement under this Agreement. The EMS Agency may set separate standards for the measurement of selected rural or remote/ wilderness area response times where it is determined by the EMS Agency that monthly response time standards are not appropriate due to low call volume. In such cases, the EMS Agency may also establish criteria for evaluating response time performance on a quarterly basis rather than a monthly basis.

7. Monthly Performance for Priority 5 Responses

For each month that the Contractor fails to achieve the prescribed monthly response time performance requirements for Priority 5 responses, the Contractor shall pay liquidated damages in the amount of one hundred dollars (\$100) for each one-tenth of a percentage point that such monthly compliance percentage is less than the prescribed performance requirement under this Agreement.

8. BLS Unit Response

In the event the Contractor responds with a BLS (EMT-I) level ambulance unit instead of an advanced life support (paramedic) level ambulance unit to a type of response where an advanced life support (paramedic) ambulance is required under this Agreement, the Contractor shall pay liquidated damages in the amount of one thousand dollars (\$1,000) per incident.

9. Failed Response

In the event the Contractor fails to respond to, or is unable to respond and refers that call to another agency which results in an ambulance transport, the Contractor shall pay liquidated damages in the amount of two thousand five hundred dollars (\$2,500) per incident. Exceptions to the imposition of such liquidated damages may be granted by the EMS Agency for instances of “instant aid” or “mutual aid” consistent with EMS Agency Policies and Procedures or where such service is governed under a formal written agreement between the Contractor and other agency or during periods of a locally declared disaster; provided, however, that such agreements shall be subject to review and approval by the EMS Agency, and may not otherwise relieve the Contractor from required response time performance requirements for that portion of the EOA.

In the event the Contractor fails to respond to, or is unable to respond to a call and fails to refer the call to another agency (i.e., the call receives no response), and such incident requires an

ambulance response by EMS Dispatch Protocols, the Contractor shall pay liquidated damages in the amount of five thousand dollars (\$5,000) per incident.

10. Dispatch Staffing

In the event the Contractor does not meet the minimum daily staffing levels at the ambulance dispatch center under this Agreement for a twenty-four (24) hour time period, the Contractor shall pay liquidated damages in the amount of five hundred dollars (\$500) for every hour of dispatcher/supervisor staffing, or portion thereof, below minimum staffing requirements. Such liquidated damages shall not apply when the Contractor's dispatcher/supervisor staffing is one (1) hour or less below the minimum for the twenty-four-hour period.

11. Failure to Properly Staff an Ambulance Unit

In the event the Contractor fails to staff any ambulance which provides services pursuant to this Agreement with properly and appropriately certified, accredited, and licensed personnel, the Contractor shall pay liquidated damages in the amount of five hundred dollars (\$500) per incident.

12. Failure to Properly License an Ambulance Unit

In the event the Contractor fails to properly license an ambulance unit, which provides services pursuant to this Agreement, the Contractor shall pay liquidated damages in the amount of five hundred dollars (\$500) per ambulance unit per incident.

13. Failure to Properly Equip/Supply an Ambulance Unit

Any ambulance used by the Contractor to provide services under this Agreement failing to meet the minimum required equipment and supply requisites as specified by federal, state, and local law and regulation, including EMS Agency Policies and Procedures, upon inspection by the EMS Agency staff, including the EMS Medical Director(s), shall be immediately removed from service until the deficiency is corrected. Such failure may subject the Contractor, at the discretion of the EMS Agency, to pay liquidated damages in the amount of five hundred dollars (\$500) per occurrence.

14. Failure to Furnish Required Documentation

In the event the Contractor fails to furnish information, reports, or documentation, as required by this Agreement, including, but not limited to, quality assurance and quality improvement documentation, the EMS Agency shall notify the Contractor of such failure. The Contractor shall have a period, which shall be reasonable under the circumstances, to furnish the required information, report, or document. If the Contractor does not furnish the information, report, or document within that time period, the EMS Agency may also require the Contractor to pay liquidated damages in the amount of fifty dollars (\$50) for each item of such information, report, or document which is not timely provided. Such liquidated damages shall not be applied in cases where the cause of such reporting deficiency was beyond the Contractor's reasonable control.

15. Minor Breach

"Minor Breaches" shall be defined as the Contractor's failure to fulfill any or all

of the Contractor's obligations under the terms and conditions of the Agreement that do not constitute a Material Breach of the Agreement by the Contractor, as that term is hereinafter defined.

"Minor Breach" of the agreement includes, but is not limited to:

a. Contractor's failure to comply with the response time performance requirements for any two (2) consecutive months, or for any three (3) non-consecutive months in a calendar year, or if the EMS Agency sets standards for the measurement of selected rural response times or priorities under Section IV.N., herein, failure to comply with such response performance requirements for any two (2) quarters in a calendar year.

b. Contractor's failure to respond to any incident under Section IV.N.11.

c. Contractor's failure to respond the Contractor's paramedic staffed and equipped ambulance unit on all immediate/urgent prehospital responses within the EOA, where the EMS Agency subsequently finds either for any incident, the Contractor dispatched a BLS staffed and equipped ambulance, where an ALS staffed and equipped ambulance unit should have been dispatched, as required by the terms of the Agreement or (ii) one or more Failed Responses under Section IV.O.9 for any two (2) consecutive months or for any three (3) non-consecutive months in a calendar year.

d. Contractors failure to staff community-based ambulances as required in Section IV.K.

e. With the exception of IV.O.1, IV.O.2, IV.O.3, and IV.O.4 above, the Contractor's failure to meet other requirements of the agreement, including, but not limited to, each of the items listed in Section IV.O. that occur in any two (2) consecutive months or in any three (3) non-consecutive months in a calendar year.

f. If Contractor fails to fulfill multiple obligations under the Agreement, any or all of which give rise to a "Minor Breach" and are associated with a single incident, each such failure shall be counted individually as a "Minor Breach" of the Agreement. Therefore, a single incident may give rise to more than one Minor Breaches.

If the EMS Agency's Director finds that the Contractor is in Minor Breach of the agreement, the EMS Agency's Director may (1) declare that the Contractor is in Minor Breach, and (2) impose liquidated damages upon the Contractor in the amount of \$2,500 per Minor Breach, and thereupon shall provide the Contractor with written notice of such declaration of minor Breach and imposed liquidated damages. Such notice shall state (1) that the Contractor has been declared to be in Minor Breach of the Agreement, (2) the reason supporting such declaration of Minor Breach, and (3) that the Contractor is liable for the payment of liquidated damages in the amount of \$500 per Minor Breach, which shall be payable within thirty (30) calendar days from the date of such notice, unless otherwise provided herein. The Contractor may appeal the decision of the EMS Agency's Director to the Kings County Director of Health in accordance with Section IV.AP.

The declaration of minor breach of the Contractor is without prejudice to the rights and prerogatives of the EMS Agency to impose liquidated damages under IV.O.17.c.

P. MODIFICATION OF LIQUIDATED DAMAGE AMOUNTS

The dollar amounts of liquidated damages specified in this Section IV.O., herein, shall be automatically increased by a percentage proportionate to any increase of any user fee adjustment authorized by the Board of Supervisors for the Contractor. Such increased liquidated damage amounts will be implemented on the same date as the relevant user fee adjustment and rounded to the whole dollar.

Q. AUTHORITY TO IMPOSE AND COLLECT LIQUIDATED DAMAGES

The EMS Agency shall have the authority to impose upon and collect from Contractor any liquidated damages that may be imposed upon Contractor under this Agreement upon the determination by the EMS Agency, with the approval of the Kings County Ambulance Commission.

R. PAYMENT OF LIQUIDATED DAMAGES

The Contractor shall pay all liquidated damages to the County's Director of Health within fifteen (15) calendar days of the date that the EMS Agency mails a written invoice of the imposition of such liquidated damage to the Contractor.

S. APPEAL OF LIQUIDATED DAMAGES

The Contractor shall have the right to appeal the imposition of liquidated damages to the EMS Agency by submitting a written request for appeal to the EMS Agency. This is the first step in an appeal process which can include the Kings County Ambulance Commission and the County Director of Health. The specific process is specified in Section IV.AP., herein.

T. LIQUIDATED DAMAGES ARE DISTINCT FROM ONE ANOTHER

Each and every provision concerning the assessment of liquidated damages herein are distinct from the other. Therefore, a single incident may give rise to the assessment of more than one type of liquidated damages.

U. AMBULANCE VEHICLES

The Contractor shall purchase and provide a minimum of nineteen (19) new and furnished ambulance vehicles upon the commencement of this Agreement. The ambulance vehicles shall be of either a Type I, II, or III (not including the disaster or supervisor vehicle if not used as ambulances), and shall meet or exceed the current federal KKK-A-1822 minimum standards for general vehicle design, type and floor plan; vehicle operation, performance, and physical characteristics; vehicle weight ratings and payload; chassis, power unit, and components; and electrical system and components (except vehicles are not required to be equipped with AC utility power); except where such minimum standards conflict with State of California minimum standards, in which case the state minimum standards shall prevail. Federal KKK minimum standards regarding portable medical or rescue equipment, emergency light configuration, and paint/external markings are not required. Upon the request of the Contractor, the EMS Agency may waive a specific vehicle requirement.

For new or replacement vehicles during the term of this Agreement, such equivalent federal ambulance minimum standards shall be met at the time of the vehicle being placed into service, except where such minimum standards conflict with State of California minimum standards, in

which case the state minimum standards shall prevail. All such ambulances shall also meet or exceed the equipment, marking, and licensing minimum standards of the State of California.

Vehicle markings are subject to the prior written approval of the County or EMS Agency and shall include the following on each side and the back of the vehicle:

1. 9-1-1 information
2. Unique ambulance I.D. number.

V. AMBULANCE VEHICLE FLEET REQUIREMENTS

The Contractor shall furnish a sufficient number of ambulances equipped for ALS services to maintain a surplus of ambulances in excess of the Contractor's peak hour system status coverage, including community-based units. The Contractor shall provide vehicles and all on-board equipment equal to a minimum of 133% of peak ambulance coverage identified in the System Status Plan rounded to the nearest whole number.

W. AMBULANCE AND EMERGENCY VEHICLE REPLACEMENT

The Contractor shall be responsible for developing and implementing a vehicle replacement program which incorporates provisions to rotate older vehicles out of "front line" service and replace them with new units at predesignated mileage or age limits consistent with the standards outlined in the Contractor's Proposal. Ambulances and emergency vehicles should be replaced as necessary to maintain the vehicle reliability proposed under the procurement process, including that vehicles shall not be utilized as ambulances for this Agreement after 5 years in service, or 280,000 miles of use.

X. FUEL AND LUBRICANTS FOR AMBULANCES AND EMERGENCY VEHICLES

The Contractor shall be responsible for providing its own fuel and lubricants as necessary for its vehicles used under this Agreement.

Y. VEHICLE MAINTENANCE PROGRAM

The Contractor's ambulance fleet maintenance program should share the primary objective of aircraft maintenance programs -- i.e., to prevent the occurrence of a disabling malfunction at a critical time -- in the case of ground ambulances -- while enroute to scene, at scene, or enroute to hospital with patient on board. Secondary objectives of an ambulance maintenance program include reduced costs of repairs, improved performance and fuel economy, extended safe useful life of equipment, higher resale or residual value of retired equipment, reduced accident rates, and other objectives that promote good equipment maintenance and repair practices.

The Contractor shall provide a vehicle maintenance program which is designed and conducted so as to achieve high standards of reliability appropriate to a modern high performance ambulance service by utilizing appropriately trained personnel knowledgeable in maintaining and repairing ambulances, developing and implementing standardized maintenance practices, utilizing replacement parts which conform to the Original Equipment Manufacturer's (OEM) standards for such parts, and incorporating an automated or manual maintenance program record keeping system. These records shall provide a sequential record of mechanical problems reported and work completed on the fleet and individual vehicles. The Contractor shall provide County with

documentation of major changes in such vehicle maintenance program. The Contractor shall utilize the vehicle maintenance program which is in the Contractor's Proposal submitted to the County and the EMS Agency on March 2, 2020, or a replacement program approved by the EMS agency.

#### Z. ON-BOARD EQUIPMENT AND SUPPLIES

The Contractor is responsible for providing all medical supplies, including drug and solution inventory in accordance with EMS policy and procedure. Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, state, and local requirements for ALS level ambulances, including the requirements of EMS Agency Policies and Procedures (EMS Policies #291 and #293) and any equipment submitted in its proposal. All vehicles, equipment, and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times.

##### 1. Installing and Debugging Equipment and Software

The parties acknowledge that it is likely that the Contractor will become involved, from time to time, in assisting the EMS Agency with installing and debugging new communications-related or medical equipment and software which may be placed in service by the EMS Agency while this Agreement is in effect. It shall be the Contractor's responsibility to inspect such equipment for compatibility with the Contractor's ambulance operation, to cooperate and assist in installing and debugging such equipment/software, and to report to the EMS Agency in a timely manner concerning any problems with such equipment which might reasonably require the EMS Agency or County's attention.

##### 2. First Responder Resupply

Except for radio equipment and forms, the Contractor shall stock and resupply first responder units with all durable and disposable medical supplies and equipment as listed in EMS Policy #291 under First Responder Units/Automated External Defibrillation (FRU/AED) with the following exception. The Contractor is not required to provide any equipment or supplies listed under "Personal Protective Equipment." However, the Contractor will be required to supply the first responders with non-sterile gloves, which are routinely used at medical calls. In addition, the Contractor will provide first responder personnel with single use Tyvek garments (or equivalent) at the time of an event requiring the use of such personal protection. Resupplying of disposable medical supplies shall only be supplies that are expended when treatment has been provided by first responder agencies in accordance with EMS treatment protocols. Such resupply is limited to responses occurring within the EOA. The stocking and resupply of durable medical equipment includes the on-going maintenance and replacement of such equipment. The Contractor will not be obligated to restock supplies used by first responder personnel for personal use or to restock personal "trauma bags" in personal vehicles. The restock of supplies is specifically for the supplies used on medical responses within the EOA that originated from the first responder apparatus. Since first responder agencies have already purchased and maintain durable medical equipment, the Contractor shall work with the first responder agencies within the EOA to develop a replacement schedule of equipment at the end of the equipment's life and also to assume immediate responsibility of maintenance for the durable medical equipment. The Contractor shall not be responsible to replace equipment that is lost or misused by the first responder agency. The EMS Agency will make final determination on any disagreements regarding the replacement of durable

and/or non-durable medical equipment and supplies.

The Contractor shall replace all first responder AEDs, equipped airway and medical supply bags at the commencement of this Agreement. The Contractor shall work with first responder agencies within the EOA to develop a plan for supplies and restock. The Contractor shall develop and implement a program where the Contractor shall furnish a supply of durable medical equipment immediately to ensure that the first responder apparatus is not left without required medical equipment. In addition, the Contractor will ensure that the durable medical equipment includes the necessary accessories to appropriately use the equipment on a patient. For example, the Contractor shall provide long spine boards with straps and head blocks sufficient to maintain at least one (1) set on each staffed and volunteer fire department first responder unit located within the EOA. This program shall include procedures to exchange such long spine boards and straps/head blocks at the scene of the incident when such equipment has been used by first responder personnel on a patient transported by the Contractor's ambulance unit. Participation in this program is not required of each fire department in the EOA. Some of these departments may elect to provide their own equipment. For fire departments which do not wish to participate in this program at the commencement of the Agreement, but which later request to participate in it, the Contractor shall have reasonable time period from the date of the request to plan, budget, procure equipment, and implement such a program with these additional fire departments.

#### AA. INTEGRATION OF SERVICES

The Contractor shall integrate its services with the services of other EMS System participants including first responder agencies, law enforcement agencies, public safety agencies, hospitals, other health professionals, and neighboring ambulance provider agencies.

#### AB. COMMITTEES

The Contractor shall participate in the appropriate local EMS committees and related subcommittees, as determined by the EMS Agency.

#### AC. ASSISTANCE TO FIRST RESPONDER SERVICES

The Contractor will not be required to provide non-transport first responder services separately from the emergency medical services which it is required to provide in connection with its ambulance operations under this Agreement. However, the Contractor will be responsible for coordinating its activities with the various non-transport prehospital provider agencies within the EOA. In addition, the Contractor shall provide assistance for those non-transport first responder services, as specified herein, in order to provide a coordinated and effective patient care delivery mechanism.

The parties acknowledge that non-transport first responder services are provided by fire departments within the EOA. The parties also acknowledge that most of these agencies provide public safety first aid or EMT-I level services, and the majority of these units provide BLS-defibrillation. The EMS Agency may designate additional first responder agencies to provide BLS-defibrillation or some first responder agencies to provide advanced life support (paramedic) services.

The parties further acknowledge that while non-transport first responder services are not, as of the commencement date of this Agreement, mandated by law, they assist ambulance provider



agencies in an integral component of the EMS System. That is, the timely delivery of basic life support -- airway management, CPR, and bleeding control -- and defibrillation to patients with life-threatening emergencies. Therefore, the Contractor is required to assist non-transport first responder agencies in the following ways:

1. Resupply Program

Stock and supply of durable and disposable medical supplies and equipment as described in Section IV.Z.2., herein.

2. Paramedic Assist Training

The Contractor shall provide paramedic assist training, upon request from a non-transport first responder agency, as described in Section IV.AL.2.c., herein.

3. First Responder Assistance During Transport

The parties acknowledge that some emergency medical conditions require additional personnel during patient transport. Specifically, patients in respiratory arrest, cardiac arrest, or with an unstable airway generally require such additional personnel during patient transport. The Contractor may provide such additional personnel or may request such assistance from on-scene non-transport first responder personnel.

4. Transportation Arrangements for First Responders to Assigned Stations

For incidents within the EOA, if the Contractor's paramedic personnel request that one or more first responder personnel assist with treatment during transport and such personnel do assist during transport, the Contractor shall provide the first responder agency with a Fifty and No/100 Dollar (\$50.00) stipend for the incident. Said stipend shall be for each incident, *not per person involved in the transport*. This stipend is not required for situations where the first responder is an EMT-Paramedic and, as team leader, accompanies the patient during transport. Nor does it apply in any other patient care situations or situations where the first responder personnel make their own determination that they will accompany the patient during transport.

Where a stipend is required to be paid herein, the Contractor will arrange for transportation of first responder personnel to their station (i.e., fire station) within ten (10) minutes of that ambulance unit's arrival at the hospital. If all such personnel are not returning to their station within such ten (10) minute time period, the stipend for the incident will be increased to One Hundred and No/100 Dollars (\$100.00). The increased stipend does not apply if the first responder agency elects to pick up its personnel.

AD. QUALITY ASSURANCE AND QUALITY IMPROVEMENT

For the purposes of the EMS System, "quality assurance" or "quality improvement" shall mean the coordinated and confidential program of prospective, immediate, and retrospective monitoring of, and feedback on, the effectiveness and efficiency of the delivery of services in the EMS system. The EMS Medical Director and EMS Agency developed and implemented standards of care and medical direction to include prospective (e.g., training, certification/accreditation/licensure standards, operational procedures), immediate (e.g., base hospital contact) and retrospective methods (e.g., quality assurance and/or quality improvement program audits). Employer/employee

relationships at provider agencies shall be conducted in a manner which recognizes EMS personnel's obligation to provide care consistent with such standards. The obligation upon such personnel and agencies includes, but is not limited to, adherence to state and local laws and regulations (both those that are now in effect or may hereafter be enacted or adopted), active participation in a quality assurance and/or quality improvement program, as established by the EMS Agency, cooperation with unusual occurrence and incident investigation (including certification/licensure review) conducted by the EMS Medical Director and the EMS Agency, and participation in appropriate EMS advisory groups, as determined by the EMS Agency.

The Contractor shall be an active participant in the EMS System and shall comply with all applicable federal, state, and local laws, regulations, and policies (both those that are now in effect or may hereafter be enacted or adopted) including, but not limited to, EMS Agency Policies and Procedures for medical direction, quality assurance and/or quality improvement program, special incident reporting, and policies on data collection and evaluation. The Contractor shall identify a Prehospital Liaison Officer. The Contractor shall maintain the confidentiality of applicable EMS records including, but not limited to, patient information, medical records, medical audit documentation, and quality assurance and quality improvement records consistent with relevant sections of state law including, but not limited to, the Confidentiality of Medical Information Act of 1981, Section 56, et seq., of the California Civil Code, Section 1157 et seq., of the California Evidence Code, Section 1040 of the California Evidence Code, and Title 22, Division 9 of the California Code of Regulations.

The EMS Agency will assist the Contractor in developing, implementing, and maintaining an internal field supervision system to provide evaluation of the Contractor's EMS personnel who are providing service under this Agreement according to EMS Agency Policies and Procedures.

1. Quality Assurance

The Contractor shall participate in the quality assurance procedures defined by EMS Agency Policies and Procedures.

2. Quality Improvement

The Contractor shall develop and maintain an internal Quality Improvement program which integrates with the Quality Improvement Procedures of the EMS Agency. The Contractor's Quality Improvement program shall meet, at a minimum, the elements set forth below:

a. Patient's Rights

The Contractor shall develop and maintain patient's rights policies, which shall provide, at a minimum, the following to patients:

(1) Fast, effective medical treatment and transportation to a health care facility of their choice, or as specified by EMS Agency Policies and Procedures, regardless of their ability to pay;

(2) Appropriate information regarding the treatment needed with the right to refuse any treatment or service, as provided by law;

(3) Full explanation of bills about which the patient or patient representative has

questions;

(4) Confidential treatment of patient information and medical records, as required by law;

(5) Active listening of the patient during transport or later and answer all questions promptly;

(6) Bill insurance or third-party payor as part of the service to the patient; and

(7) Retention of patient records and patient access to their records, as required by law.

b. Internal Quality Improvement Program

(1) Medical Care Personnel (EMTs & Paramedics)

The Contractor shall develop and maintain an internal Quality Improvement program. This program shall include, at a minimum, the following elements:

(a) Review of all incident reports and cooperation with government and EMS Agency officials to generate data on system performance;

(b) A Quality Improvement peer review committee designed to review documentation and performance of pre-hospital care personnel with the goal being identification and resolution of EMS system and intra-agency issues;

(c) The Chairperson of the Contractor's Quality Improvement committee shall meet regularly with the EMS Agency's EMS Coordinator for Quality of Care Issues and provide reports on issues/areas reviewed, problems identified, and corrective action taken or recommended;

(d) Observation and evaluation of EMTs and paramedics in the field, including patient assessment, diagnosis, protocol selection and compliance, and procedural competency; such evaluations must be consistent with EMS Agency Policies and Procedures; and

(e) A system which ensures that the Contractor's personnel have been offered appropriate continuing education ("CE") through either internal CE or that provided by the EMS system, and ensures that the Contractor's personnel have received, understand, and comply with EMS Agency Policies and Procedures, and EMS Agency memorandum.

(2) Dispatch/Communications Personnel

The Contractor shall develop and maintain an internal Quality Improvement ("QI") program for its dispatch operations, which shall, at a minimum, include the following elements:

(a) A mechanism for the identification and resolution of problems or potential problems related to dispatch and communications;

(b) A dispatch QI committee that meets regularly to consider the following issues: receipt of call to the ambulance dispatch center, compliance with EMS call triage protocols,

the effectiveness of dispatch procedures, ambulance unit coverage and ambulance unit utilization, system status management plan, including posting locations, and field/dispatch rapport;

(c) The Chairperson of the Contractor's Quality Improvement committee shall meet regularly with the EMS Agency for Quality of Care Issues and provide reports on issues/areas reviewed, problems identified, and corrective action taken or recommended;

(d) Observation and evaluation of ambulance dispatchers, including compliance with EMS call triage protocols, the effectiveness of dispatch procedures, ambulance unit coverage and ambulance unit utilization, system status management plan including ambulance posting locations; such evaluations must be consistent with EMS Agency Policies and Procedures; and

(e) A system which ensures that the Contractor's personnel have been offered appropriate continuing education (CE) through either internal CE or that provided by the EMS system, and ensures that the Contractor's personnel have received, understand, and comply with EMS Agency Policies and Procedures, and EMS Agency memorandum.

(3) Operational Quality Improvement (QI) Program

The Contractor shall develop and maintain an internal QI program for its overall business operations, which shall, at a minimum, include the following elements:

(a) Formation and maintenance of employee-based quality oversight team(s) whose function is to provide input to the Contractor on aspects of the Contractor's local operations;

(b) Encourage all personnel to participate in the QI program; and

(c) Have separate issue-specific QI committees, or if appropriate, a single committee with company-wide representation.

AE. INQUIRIES AND COMPLAINTS

The Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions, as provided by law. The Contractor shall meet regularly with EMS Agency representatives to review all complaints received and the appropriate disposition/resolution.

AF. DISASTER RESPONSE

During a declared disaster that has impact on Contractors resources, as determined by an agency of government either locally or in the neighboring jurisdiction, the normal course of business under this Agreement shall be interrupted from the moment the disaster situation is made known to the Contractor by the EMS Agency or County Director of Health. Immediately upon such notification, the Contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist by providing emergency medical services in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred. The disaster related provisions of this Agreement are as follows:

1. During such periods, the Contractor may be released from response time performance requirements, including late run liquidated damages, until notified by the County's authorized

representative that disaster assistance may be terminated. At the scene of such disasters, the Contractor's personnel shall perform in accordance with local operational disaster protocols established by the EMS Agency, or in the case of out-of-county incidents, local operational disaster protocols established for that area by that community.

2. The Contractor shall develop a mechanism for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel.

3. The Contractor shall provide one (1) authorized emergency vehicle as a disaster response vehicle as described in Section IV.AG., herein.

4. Contractor will house a local cache of disaster supplies which will include personal protective equipment. The contractor shall work with the EMS Agency to develop the inventory list for such cache.

5. When disaster assistance by the Contractor has been terminated, the Contractor shall resume normal operations under this Agreement as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.

6. During the course of the disaster, the Contractor shall use best efforts to provide local ambulance coverage, and may, if appropriate and in consultation with EMS Agency staff, suspend scheduled and, if necessary, urgent responses, informing persons requesting such service of the reason for the temporary suspension.

7. Ambulance dispatch center operations shall be altered as necessary to address the additional communications needs during disaster situations including the increased number of ambulance units, coordination of out-of-area mutual aid response units, hospital information coordination, and patient transport information. County disaster plans and EMS Agency Policies and Procedures shall govern ambulance dispatch responsibilities and the role of EMS Agency staff in supervising and assisting with ambulance dispatch center operations.

8. During periods of evacuation due to earthquake, wild-land fire, or other emergencies, and in accordance with local disaster plans, the Contractor shall assist to the best of its ability in providing medical services to shelters and casualty collection points which may be established as a result of an evacuation. This would include the provision of medical care, oxygen, and medical supplies as necessary due to shortages which may occur. This may require the posting of an ambulance unit at specific locations in the County which are not normal posting locations including at such shelters and casualty collection points. According to local and EMS disaster plans, ambulance units and personnel are not the primary resource for providing such services, however, lack of, or exhaustion of, resources may prompt their use as a back-up.

Normal (i.e., not disaster related) instant-aid, mutual-aid, or multi-casualty incidents calls rendered by the Contractor shall be performed in accordance with approved EMS procedures, and, as applicable, mutual aid agreements. In the course of rendering such instant-aid mutual aid services, the Contractor shall not be exempt from late run liquidated damages otherwise imposed by this Agreement, and the Contractor shall manage any response to such instant aid/mutual aid requests in a manner which does not jeopardize the Contractor's obligation to provide timely services, as

required under this Agreement.

#### AG. DISASTER RESPONSE VEHICLE

The Contractor shall provide a minimum of one (1) disaster response vehicle that is capable of transporting equipment and personnel to a disaster location and, is authorized by the California Highway Patrol as an emergency response vehicle. This vehicle shall be kept in good working condition and available for emergency response to the scene. As a minimum, equipment inventory for the disaster response vehicle shall include backboards and straps, cervical collars, head immobilization sets, splints for legs and arms, bandaging material, oxygen, communications equipment, medical supplies, and blankets.

Prior to October 15, 2020, the Contractor shall submit to the EMS Agency a written proposal for a minimum equipment inventory to be stored in the disaster response vehicle and describe the mechanism which will be utilized for inventorying and assessing the on-going usefulness of such equipment. Within two (2) weeks of receiving such proposal, the EMS Agency will take action to either approve such proposal, request revisions of such proposal, or reject such proposal, and provide written notice thereof to the Contractor. If the EMS Agency rejects such proposal, the Contractor shall promptly submit another proposal that will comply with the EMS Agency's requirements. If the EMS Agency either approves such proposal, or requests revisions of such proposal, the Contractor shall carry out such proposal, either as approved or approved with the requested revisions, under this Agreement. The Contractor shall have a procedure for the prompt staffing of this vehicle with a driver authorized to operate emergencies vehicles.

#### AH. FIELD SUPERVISOR

The Contractor shall provide continuous supervision of its operations through a "Field Supervisor" who is available twenty-four (24) hours-per-day, each and every day of the year for 100% of the time that this Agreement is in effect. The Contractor shall establish a schedule for such Field Supervisors which provides for prompt availability of such personnel for major incidents, unusual occurrences, and management of complaints. The "Field Supervisor" shall be a licensed and locally accredited paramedic and assigned to a non-ambulance vehicle that is supplied and equipped to provide advanced life support care and treatment. The Contractor may utilize its disaster response vehicle as its Field Supervisor vehicle.

#### AI. SPECIAL EVENT AND STANDBY SERVICES

The Contractor shall provide, at no cost to the County or the EMS Agency or the person or organization requesting such services, standby advanced life support (paramedic) coverage at the request of any public safety agency in the EOA, including police, sheriff, fire, California Highway Patrol, EMS Agency with a non-dedicated unit if such services can be maintained using available ambulance units already included in the Contractor's system status plan. In the event the Contractor receives conflicting requests for such standby services and cannot meet all of the requests under its system status plan, then the Contractor shall provide such coverage at its own reasonable discretion.

The Contractor shall provide standby special event coverage, at no cost to the County or the EMS Agency or the person or organization requesting such services, with a non-dedicated unit if such services can be maintained using available ambulance units already included in the Contractor's

system status plan. The Contractor is encouraged to provide such non-dedicated standbys to events currently receiving such services (e.g., high school football games). If the Contractor is requested to provide such services with a dedicated ambulance unit, then the Contractor may enter into a separate agreement with the requesting party for such service, provided that the Contractor shall make every attempt to negotiate a fair and reasonable charge for such services, which shall not exceed the maximum allowable user fees as set forth in this Agreement.

#### AJ. EMS AIRCRAFT

The County reserves the right to allow helicopter air ambulance service or helicopter air rescue services to operate in the County for the purposes of providing aeromedical transportation services (both immediate and scheduled). This includes flights and transportation within and over the EOA. Prehospital utilization of such services is based upon EMS Agency Policies and Procedures. The Contractor shall comply with EMS Agency Policies and Procedures regarding the use of these services when they are deemed by the EMS Agency to be in the best interest of patient care. Dispatch services for helicopter ambulance services and helicopter rescue services shall be provided by the ambulance dispatch center in accordance with EMS Agency Policies and Procedures. The Contractor may provide such helicopter services, subject to the EMS Agency approval.

#### AK. DATA COLLECTION AND RECORDS

1. The Contractor's data collection and reporting system shall meet the following minimum standards:

a. The Contractor's ambulance dispatcher shall, for each request for ambulance service, regardless of response priority, geographic origin, nature (including instant/mutual aid), and final disposition, complete an approved dispatch record, using EMS Agency approved coding conventions and time-stamping rules, and shall, on a monthly basis, furnish such information to the EMS Agency.

b. The Contractor shall ensure that all radio and telephone communications with and between persons/agencies requesting ambulance service, its ambulance units, personnel, and the ambulance dispatch center (including time track) are digitally recorded and maintained in accordance with EMS Agency Policies and Procedures.

c. The Contractor shall be responsible for ensuring that its personnel comply with all EMS Agency Policies and Procedures regarding documentation requirements as they relate to ambulance responses and patient care, including but not limited to, the use of Electronic Prehospital Care Reports (EPCR), and Refusal of Medical Care and Transport ("RMCT") forms.

d. The Contractor shall make available to its personnel, Incident Report Forms and QA/QI report forms, and shall encourage the appropriate use of such forms in accordance with EMS Agency Policies and Procedures and the Contractor's internal QA/QI program.

e. The Contractor shall develop and furnish its personnel with an "Equipment Failure Report" form and require the appropriate use of such in accordance with the Contractor's internal vehicle and equipment maintenance program. Copies of completed forms shall be provided to the EMS Agency, upon request. Additionally, the Contractor shall document its findings regarding

such report and, as indicated, the measures taken to correct or eliminate the problem.

f. The Contractor shall provide the EMS Agency with a copy of Contractor's system status plan and, as indicated in Section IV.J., herein, any changes made to such plan.

g. The Contractor shall be responsible for ensuring that its personnel possess the appropriate and current licenses, certifications, and accreditation necessary to perform their duties for the Contractor during the Contractor's performance of its obligations under this Agreement. Contractor shall implement a record keeping system, which documents these requirements and provides prompt access to those records by the EMS Agency. The Contractor shall provide the EMS Agency with a listing of its personnel and their license, certification, and accreditation information. The Contractor shall update such list and shall provide a copy of such updated list to the EMS Agency upon request.

h. The Contractor shall document each instance when any ambulance response resulted in a response time in excess of the prescribed response performance requirement and shall detail the reason for such delayed response time. Similar documentation shall be prepared for all ambulance calls with greater than two (2) minutes elapsed time between the EMS Communication Center's receipt of request and alerting of the ambulance unit, and for all ambulance calls with greater than two (2) minutes elapsed time between the ambulance dispatch center's alerting of the ambulance unit and the ambulance unit enroute. Such documentation shall be provided to the EMS Agency within ten (10) working days of the end of the month.

i. The Contractor shall provide to the EMS Agency, within ten (10) working days of the end of the month, metro and rural scheduled unit hours and actual unit hours. The Contractor shall provide the EMS Agency with a monthly report on unit hour utilization ratio within the EOA (number of ambulance transports divided by number of actual unit hours) by the Contractor in the metropolitan and rural response zones.

j. The Contractor shall maintain a copy of all of the Contractor's financial statements which clearly support and identify the operations which are the subject of this Agreement, and shall prepare an annual report of the financial results of such operations. This annual report shall be prepared and audited by an independent certified public accountant. The County and the EMS Agency shall have the right to examine and audit such financial records at any time with or without notice.

k. The Contractor shall operate or contract for a data processing, billing collection and reporting system sufficient to allow the EMS Agency to monitor and investigate the Contractor's performance and compliance with the provisions of this Agreement, the Contractor's Proposal, Contractor's system status management plan, and applicable Federal, State and local laws and regulation, now in effect, or as hereafter enacted or adopted.

l. The Contractor shall maintain billing and accounts receivable information as required by the terms of this Agreement described herein, billing records capable of documenting the Contractor's compliance with authorized fee-for-service charges, and account records capable of linking payments received over time to the calendar month in which the receivable relating to such payments was originally generated. The form of record keeping and method of reporting such



financial information shall be subject to the approval of the EMS Agency.

m. In the case of a traffic accident involving Contractor's ambulance, the Contractor shall immediately notify the on-call EMS staff. The Contractor shall prepare and provide the EMS Agency a written report, satisfactory to the EMS Agency, concerning such ambulance accident within five (5) calendar days following the accident. The Contractor shall provide the EMS Agency with a copy of the applicable police report within thirty (30) calendar days following the accident.

n. The Contractor shall provide a monthly report on education and public information activities.

o. Any correspondence, records or other written information (hereinafter "Records") provided by the Contractor to the County or the EMS Agency concerning Contractor's business operations (e.g., financial statements or other financial information) which are the subject of a request for access thereto by a member of public that would qualify as a request under the Public Records Act will be handled as follows:

(1) If the County or the EMS Agency receives any records from the Contractor that are not labeled as confidential or exempt from disclosure to members of the public, such records shall not be exempt from disclosure to members of the public.

(2) If the County or the EMS Agency receives any records from the Contractor that are labeled as confidential or exempt from disclosure to members of the public, the County or EMS Agency, as applicable, will promptly notify the Contractor, in writing, of the request for access to such Record by the member of the public. Contractor shall promptly respond to the County or the EMS Agency, as applicable, in writing (but in no event more than forty-eight (48) hours from the time and date that the County or EMS Agency notifies Contractor of the request), by informing the County or EMS Agency, as applicable, as to whether Contractor is agreeable or objects to the release of such records to the member of the public. If the Contractor objects to such release, such notice of the Contractor shall give the County or the EMS Agency, as applicable, the specific reason(s) why the Contractor believes such records should not be released, citing the specific facts and legal authority supporting its position. If the Contractor fails to timely object to the release of the records to the member of the public requesting access to such records, the Contractor shall be deemed to have waived any and all rights, if any, to claim that the records are confidential or exempt from disclosure to members of the public.

(3) If the County or the EMS Agency, as applicable, after considering such reason(s) given by the Contractor, chooses to release or not to release the records, the County or the EMS Agency, as applicable, may, in its sole discretion, release or not release such records.

(4) If the County or the EMS Agency, as applicable, chooses not to release such records, Contractor shall, in addition to any other indemnification and defense provisions in this Agreement, protect, defend, indemnify and hold harmless the County, its elective and appointive boards, officers, agents and employees, the EMS Agency and EMS Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorney fees arising out of, or in any way connected with the County's or the EMS Agency's failure or refusal to release such records to such member of the public. In addition, if the member of the

public requesting access to the records pursues legal action against the County or the EMS Agency in order to obtain access to the records, the Contractor shall, at its own expense, appear through legal counsel in such court action by joining in the defense of the County and the EMS Agency.

(5) It is understood that Contractor's labeling of or requesting the County or the EMS Agency to treat any Record as confidential or exempt from disclosure to any member of the public shall not, in and of itself, deem such records as being confidential or exempt from disclosure to members of the public.

#### AL. EDUCATION AND PUBLIC INFORMATION PROGRAMS

##### 1. In-house education

###### a. Driver Training

The Contractor shall ensure that all its personnel utilized as drivers of ambulances and authorized emergency vehicles shall have appropriate state licensure for both a basic driver's license and for an ambulance driver's license. Additionally, each of these personnel shall have demonstrated competency through completion of the Contractor's emergency vehicle operations course. The Contractor shall provide a copy of the Contractor's emergency vehicle operations course curriculum, and any revisions thereto, to the EMS Agency.

###### b. Extrication

The Contractor shall annually co-sponsor, with a local fire department, a course in extrication. The Contractor shall require its personnel to satisfactorily complete such a course within one (1) year of such personnel beginning field operations. Periodic repeat training is not required for individuals who have satisfactorily completed such a course.

###### c. Incident Command System (ICS)/Standardized Emergency Management System (SEMS)/National Incident Management System (NIMS) Training.

The Contractor shall provide training and education to all field, dispatch and supervisory personnel in field command and awareness courses. These courses shall be designed to integrate with the procedures implemented by the County's Office of Emergency Services (OES) and the EMS Agency. The Contractor may utilize outside agencies to provide this training. In many instances, the courses are available online at the Emergency Management Institute Website at <http://training.fema.gov/EMICourses/>. Such training shall meet or exceed the standards prescribed by the California Emergency Management Agency (CAL-EMA and formerly OES). No later than July 1, 2011, all field, dispatch and supervisory personnel shall have verification of successful completion of the following courses:

- IS 100 – Introduction to Incident Command System (ICS)
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management System (Intro)
- Hazmat Awareness

In addition to the above, field and dispatch supervisory personnel shall have

verification of successful completion of ICS 300 and IS800.

d. Additional Training

Contractor shall train its paramedic personnel in the following:

- (1) Basic and Advanced Cardiac Life Support
- (2) Pediatric Advanced Life Support
- (3) Prehospital Trauma Life Support

2. System education

a. ACLS Course

The Contractor shall provide or sponsor a minimum of one (1) advanced cardiac life support course (American Heart Association standards) each calendar year for its personnel and shall allow paramedics and nurses from other provider agencies to attend. The Contractor is not prohibited from charging non-employees for individual materials provided at each course.

b. EMS Continuing Education

The Contractor shall provide in-service training programs for its personnel and shall annually provide a minimum of twenty-four (24) hours of advanced life support (paramedic) level continuing education, twelve (12) hours of EMT-I level continuing education and twelve (12) hours of ambulance dispatcher continuing education. Such training programs shall be open to personnel from local hospitals and EMS provider agencies.

c. Paramedic Assist Training

The Contractor shall develop and provide a paramedic-assist training program (approved by the EMS Agency) to first responder personnel stationed within the EOA, upon the request of their provider agency. Consistent with EMS Policy #542, paramedic assist training concerns the training of such first responder BLS personnel on procedures that may be used to assist paramedic personnel with the provision of ALS procedures. The length of the program and topics covered in the program will be in accordance with EMS Agency protocol standards for BLS personnel assisting paramedic personnel. As a minimum, the following training will be offered annually at no cost to the first responder agencies:

- (1) Provide overview and training on setup of the 12-lead EKG equipment
- (2) Use of the AED
- (3) Helicopter utilization
- (4) MCI Training
- (5) Basic overview of Emergency Medical Dispatch and the roles of the PSAP s
- (6) Overview of changes or modification in EMT and EMT-P treatment protocols.

d. EMS Primary Training

The Contractor shall, upon the request of the EMS Agency, participate in the education, training, and in-service training of EMS dispatch, first responder, EMT-I, National Park Service Parkmedic, EMT-Paramedic, Mobile Intensive Care Nurse, and EMS Base Hospital Physician personnel. The Contractor shall provide an orientation of its local operation, upon request, to prehospital first responders operating within the EOA and for EMS training programs conducted by the EMS Agency. The Contractor shall provide adequate numbers of EMS Training Officers for field evaluations and EMS primary training programs (including, but not limited to, field internships for Parkmedic students and paramedic students).

3. Community Education

a. CPR Training

The Contractor shall annually sponsor or participate in a minimum of eighteen (18) CPR classes to the public. Such training programs shall be publicized within the EOA to schools, industry, business, government and the general public, and rotated throughout the EOA. The Contractor must also provide CPR training for first responder agencies upon request. Six (6) of the CPR courses for first responder agencies can be counted towards the 18 annual CPR course.

b. Public Information

The Contractor shall participate in general public information and education programs upon reasonable request by the County, public, or community organizations.

AM. SAFETY PROGRAM

The Contractor shall maintain compliance with the guidelines and requirements of the Federal Occupational Safety and Health Administration and California Occupational Safety and Health Administration. Additionally, the Contractor shall take actions necessary to minimize the risk of disease or injury to all of the Contractor's personnel.

AN. OTHER REQUIREMENTS

In addition to being required to perform each and every one of its other obligations under this Agreement, the Contractor shall be an active participant in the EMS System and shall comply with all applicable federal, state, and local laws, regulations, and EMS Agency Policies and Procedures (both those that are now in effect or may hereafter be enacted or adopted), including, but not limited to, those related to medical direction, quality assurance, special incident reporting, treatment protocols, medical equipment, transportation, disaster operations, data collection and evaluation, dispatch, communications, training, certification and accreditation standards.

AO. CONTRACT ADMINISTRATION

1. Business Operations

At any time during normal business hours, and as often as may reasonably be deemed necessary, the County and EMS Agency's representatives, including the EMS Medical Directors, may observe the Contractor's operations, and the Contractor shall make available to the County and EMS Agency for examination, its records with respect to all matters

covered by the Agreement, make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to any and all matters, in connection with the Agreement. The County and EMS Agency's right to observe and inspect the Contractor's business office operations or records shall be restricted to normal business hours, and reasonable notification shall be given to the Contractor in advance of any such visit.

2. Field and Dispatch Center Operations

County and EMS Agency representatives may, at any time, and without prior notification, directly observe the Contractor's operation of the ambulance dispatch center, and any ambulance post location. County and/or EMS Agency representatives may ride as "third person" on any of the Contractor's ambulance units at any time, provided however, that in exercising this right to inspection and observation, County and EMS Agency representatives shall conduct themselves in professional and courteous manner, shall not interfere in any way with the Contractor's personnel in the performance of their duties, and shall at all times be respectful of the Contractor's employer/employee relationship.

This right to directly observe the Contractor's field operations, ambulance dispatch center operations, and maintenance facility, shall also extend to authorized representatives of the Kings County Ambulance Commission, provided that such persons do not interfere with, and are polite to the Contractor's personnel at all times during such visit.

The Contractor shall retain and make available for inspection by the County and EMS Agency, for at least a three (3) year period from expiration of the Agreement, all of the documents and records required and described herein. The Contractor shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Government Code Section 8546.7).

AP. DISPUTE AND APPEALS PROCESS

1. Overview

The County's and the EMS Agency's administration of this Agreement provides a multi-layered system in order to allow the County and the EMS Agency to enforce the Contractor's performance of its obligations according to the terms and conditions of this Agreement. The Contractor shall be responsible for monitoring its performance under this Agreement by ensuring that its personnel and equipment are in compliance with the terms of this Agreement, and that Contractor is performing its obligations under this Agreement, at all times. The EMS Agency is primarily responsible for administration of this Agreement. The County Director of Health, and the Kings County Ambulance Commission, provide a role in the Dispute and Appeals Process.

2. The Kings County Ambulance Commission (KCAC)

The KCAC is an EMS Advisory committee appointed by the Board of Supervisors. The KCAC provides for a public review of the Contractor's performance under this Agreement. The KCAC has multiple responsibilities under this Agreement, including a role in the Dispute and Appeals process.

### 3. Appeal to the EMS Agency Director

The Contractor shall have the right to appeal late responses, reported minor breaches, and liquidated damages assessed to Contractor to the EMS Agency's Director by submitting an appeal, in writing on forms provided by the EMS Agency, within ten (10) calendar days of receiving written notification of a late response and/or liquidated damage assessed, including liquidated damages assessed as a result of a minor breach by the Contractor. Such an appeal shall include the following:

- In the case of late responses, the Contractor shall explain the reasons why the Contractor believes such late response should be exempted from performance requirements under this Agreement;
- In the case of liquidated damages, the Contractor shall explain the reasons why the Contractor believes such liquidated damage should not be assessed under this Agreement; or
- In the case of minor breaches, the Contractor shall explain why the Contractor is not in breach of this Agreement or document a correction of a breach of this Agreement to the satisfaction of the EMS Agency.

The EMS Agency's Director or his designee shall review all requests for exemption from such requirements and respond in writing to the Contractor within ten (10) calendar days of the receipt of such request and advise of the determination of such review. The EMS Agency shall provide a report to the KCAC of all appeals by the Contractor which are denied by the EMS Agency's Director or his designee.

### 4. Appeal to the Kings County Ambulance Commission (KCAC)

In situations where the Contractor objects to the action of the County Director of Health, by supporting or modifying the decision of the EMS Agency's Director, or his designee, to deny an appeal regarding enforcement of the Contractor's obligations under the Agreement, including the EMS Agency's imposition of liquidated damages, the Contractor may appeal such a decision to the KCAC. The KCAC may support, modify, or overrule the decision of the County Director of Health and the EMS Agency's Director. In the case of an appeal of a late response or liquidated damage (other than for Minor Breach), the decision of the KCAC shall be final.

### 5. Appeal to the Director of Health

In situations where the Contractor objects to the action of EMS Agency's Director, or his designee, to deny an appeal regarding enforcement of the Contractor's obligations under this Agreement, including the EMS Agency's assessment of liquidated damages, the Contractor may appeal, within five (5) days of such notice, such decision to the County's Director of Health. The County Director of Health may support, modify, or overrule the decision of the EMS Agency's Director.

V. COMPENSATION STANDARDS

A. COMPENSATION

The Contractor agrees to accept the following as full compensation for any and all services rendered under this Agreement:

1. Use of current EMS communication system infrastructure, as specified herein;
2. Designation by the EMS Agency as the exclusive provider of emergency ambulance service and advanced life support (paramedic) ambulance service within the EOA as provided herein;
3. Access to a system of medical control through the EMS Agency and EMS Medical Director(s) and, as applicable, local EMS Base Hospital(s);
4. Income from fee-for-service revenues and contracted services charged to user as provided herein; and
5. Compensation for ambulance services provided to the County for persons who are wards, prisoners, employees (for on the job injuries only), and mental health patients of Kings County. County shall compensate Contractor for such services, with such compensation being no more than the current Medi-Cal rate (at the date of service) for such services. Specific procedures for invoicing and payment for such services shall be provided by the County to the Contractor.

The primary compensation for the Contractor for services rendered under this Agreement will be from funds received from fee-for-service billings and collections from patients and responsible third parties and contract reimbursement mechanisms as provided herein. This includes charges to Medicare and MediCal (MediCaid) for services to beneficiaries of these programs.

Fees and other reimbursement mechanisms for services, other than ground emergency ambulance services and ground advanced life support (paramedic) ambulance services, are not regulated through this Agreement. This includes, but is not limited to, air ambulance services, and critical care transportation services.

B. FEE-FOR-SERVICE

1. Maximum Allowable Fees

The maximum allowable fees that the Contractor may charge patients for services under the Agreement are limited to the following fees:

a. ALS Base Rate .....	\$1,194.00
b. ALS-1 – Emergency Base Rate.....	\$1,886.52
c. ALS-2 Base Rate.....	\$2,746.20
d. BLS Base Rate .....	\$991.02
e. BLS Emergency Base Rate .....	\$1,588.02
f. Paramedic Intercept.....	\$1,743.24

- g. Mileage (rate per mile).....\$39.50 per loaded mile
- h. Non-Transport ALS Treatment Fee .....\$500.00
- i. Non-Transport Ambulance Assessment Fee.....\$200.00
- j. Stand-by rate (waiting with patient).....\$40.00/15 minutes
- k. Special Event Stand-by (dedicated unit).....\$40.00/15 minutes

The fee structure and the following Billing Level Definitions were developed to coincide with Federal Register, Part IV, Department of Health and Human Services, Centers for Medicare and Medicaid Services, Section 42 CFR Parts 410 and 414 - Medicare Program; Fee Schedule for Payment of Ambulance Services; Final Rule, published in the February 27, 2002 Federal Register, pages 9100 through 9135 as further clarified in the Program Memorandum to Intermediaries/Carriers Transmittal AB-02-130.

2. Billing Definition

a. BLS Base Rate – Transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the State. The ambulance must be staffed by an individual who is qualified in accordance with State and local laws as an emergency medical technician – basic (EMT-Basic).

b. BLS-Emergency Base Rate - A BLS Base Rate with a higher relative value to recognize the additional costs incurred in responding immediately to an emergency medical condition. An emergency response is a BLS level of service that has been provided in immediate response to a 9-1-1 call or the equivalent. An immediate response is one in which the ambulance provider begins as quickly as possible to take steps necessary to respond to the call.

c. ALS1 Base Rate – Advanced life support, level 1 (ALS1) is the transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of an **ALS assessment** or at least one **ALS intervention**.

d. Advanced Life Support (ALS) Assessment – An assessment performed by an ALS crew as part of an **emergency response** that was necessary because the patient’s reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment. An ALS assessment does not necessarily result in a determination that the patient requires an ALS level of service.

e. Advanced Life Support Intervention – a procedure that is, in accordance with State and local laws, beyond the scope of an emergency medical technician-basic (EMT-Basic).

f. ALS1-Emergency Base Rate - An ALS1 Base Rate with a higher relative value to recognize the additional costs incurred in responding immediately to an emergency medical condition. An emergency response is an ALS1 level of service that has been provided in immediate response to a 9-1-1 call or the equivalent. An immediate response is one in which the ambulance provider begins as quickly as possible to take steps necessary to respond to the call.

g. ALS2 Base Rate – The transportation by ground ambulance vehicle and



the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous push/bolus or by continuous infusion (excluding crystalloid fluids) or (2) ground ambulance vehicle transport and the provision of at least one of the ALS2 procedures listed below:

- (1) Manual defibrillation/cardioversion
- (2) Endotracheal intubation
- (3) Central venous line
- (4) Cardiac pacing
- (5) Chest decompression
- (6) Surgical airway
- (7) Intraosseous line

h. Paramedic Intercept - ALS services provided by an entity that does not provide the ambulance transport. This includes ALS rendezvous. These services are defined in 42 CFR 410.40.

i. Mileage (loaded Mileage) – is the number of miles for which the patient is transported in the ambulance vehicle.

j. Non-Transport ALS Treatment Fee -The non-transport fee is charged when the Contractor’s paramedic personnel perform ALS treatment skills (excluding EKG interpretation), in accordance with EMS Agency Policies and Procedures, and the patient is not transported by ambulance. The Contractor may segregate charges under this fee for applicable insurance billing (e.g., response fee, mileage to scene, and the like). However, the total of segregate charges shall not exceed the maximum allowable non-transport.

k. Non-Transport Ambulance Assessment Fee – An assessment performed by an EMS crew as part of an ambulance response because the patient’s condition at the time of request warranted a response by a fully staffed ambulance unit capable of performing a patient assessment for the appropriate level of response.

#### C. USER FEE ADJUSTMENT

1. Contractor’s fee for service rates proposed in its response to the request for proposals shall remain in effect through December 31, 2021. Thereafter, at the beginning of each calendar year beginning March 1, 2022, the fee-for-service rates shall increase by the Consumer Price Index Series ID CUSR0000SEMC04, Services by Other Medical Professionals, in an amount not to exceed 3% annually. Prior to March 1st of each year of the Agreement, the Contractor shall provide a written statement, including calculations used to determine increase, to the EMS Agency of its planned fee-for-service rates. The EMS Agency and County will review and approve proposed fee adjustment prior to implementation.

The County and EMS Agency expect the Contractor to conduct its operations under this Agreement in a fiscally responsible manner and that the annual fee-for-service adjustment would

provide the necessary resources for the provision of Emergency Ambulance Service throughout the term of this Agreement. The County and EMS Agency also realize that there remains uncertainty in the future healthcare reimbursement, including ambulance services. Therefore, the County and EMS Agency will allow Contractor, due to unusual events that are beyond the control of the Contractor, to request the fee-for-service rates be modified or adjusted by the Board of Supervisors pursuant to the following provisions:

2. In the event of extraordinary circumstances beyond the Contractor's control which cause substantial or unforeseen increases in Contractor's cost of doing business (but not including increased personnel or labor costs) or major decreases in reimbursement, the Contractor may request a user fee adjustment. The Contractor shall follow the same process described in Section V.C.1. above.

3. Compensation Adjustment for Increased or Decreased Medical and Operational Standards and Requirements.

The County and EMS Agency desire an increasingly cost-effective prehospital system which maintains medical effectiveness. Therefore, medical and operational standards and requirements may be adjusted or increased by the County and/or EMS Agency frequently throughout the term of this Agreement. When the Contractor reasonably believes that such changes prompt a need for an adjustment to maximum allowable user fees, the Contractor shall promptly give notice to the EMS Agency of the fiscal impact that the proposed system changes have upon the Contractor's local operations. The County and EMS Agency may, in their discretion, elect to schedule a hearing before the Board of Supervisors to consider any necessary adjustment of maximum allowable user fees.

4. Any user fee adjustment made under this Section V.C. shall not be effective unless and until it is approved by the County's Board of Supervisors, and the parties enter into a written amendment to this Agreement concerning same pursuant to Section VII.E.4.

5. The burden of proving the facts supporting any of Contractor's requests for an increase in maximum allowable user fees, and the need for the increase in the maximum allowable user fees shall rest entirely with the Contractor.

6. Any correspondence, records or other written information provided by the Contractor to the County or the EMS Agency in order to support any of Contractor's requests for an increase in the maximum allowable user fees shall not be exempt from disclosure to any member of the public that would qualify as a request under the Public Records Act (Government Code, Sections 6250 et seq.), notwithstanding any attempt or request by the Contractor to the County or the EMS Agency to label or treat such correspondence, records or other written information as confidential or exempt from disclosure to any member of the public.

D. ITEMIZED CHARGES

The Contractor may not charge for supplies or for procedures other than those specifically identified in the user fee schedule of this Agreement. Night response, oxygen administration and emergency response and charges for supplies shall be included in the applicable base rates. These may be segregated for identification where necessary for specific third-party payers (e.g., MediCal

and Medicare), but the total segregated charge shall not exceed the applicable maximum allowable base rate. Charges for other supplies and procedures may not be charged unless authorized by a user fee adjustment approved pursuant to the procedures specified in Section V.C., herein.

E. ON-SCENE\_COLLECTIONS

Except for ambulance calls which originate or terminate outside the EOA and special event stand-bys, the Contractor's personnel are strictly prohibited from requesting or receiving payment for any services rendered at the scene, enroute, or upon delivery of the patient.

F. COUNTY COMPENSATION

1. Non-Cash Compensation

The following are the forms of non-cash compensation given by the County to the Contractor so long as the Contractor provides services under this Agreement:

a. The use of the existing communications infrastructure for EMS Med Channels, as defined in the EMS Agency Policy and Procedure Manual. Contractor will maintain the infrastructure in existence at the time this Agreement is executed. Any future enhancements or improvements to the communications system necessary for the provision of services shall be provided by the Contractor.

b. Access to a system of medical control through the EMS Agency and EMS Medical Director(s) and, as applicable, local EMS Base Hospital(s), including, but not limited to authorization to obtain and utilize drug and solution inventories for the Contractor's provision of services under this Agreement.

2. Cash Compensation

The County shall pay Contractor for ambulance services provided to the County for persons who are wards, prisoners, employees (for on the job injuries only), and mental health patients of Kings County. The County shall compensate Contractor for such services with such compensation being no more than the current Medi-Cal rate (at the date of service) for such services. Specific procedures for invoicing and payment for such services shall be provided by the County to the Contractor.

For services provided by the Contractor to those persons identified in this Section V.F.2., above, the Contractor shall not bill or otherwise seek reimbursement or payment from such persons for the provision of such services without the prior authorization of the County Director of Health, or his designee.

G. MODIFICATION OF COMPENSATION STRUCTURE

Under this Agreement, the Contractor is responsible for arranging for its compensation from users through billing and collection practices and contract reimbursement through third-party payers. Such arrangement may be modified at any time during this Agreement through written amendments (pursuant to Section VII.E.4., herein) to this Agreement negotiated and executed by the parties.

## VI. DEFAULT PROTECTION PROVISIONS

### A. PERFORMANCE SECURITY

The Contractor acknowledges that the procurement process leading up to this Agreement establishes an EOA for an essential governmental service -- that is, the EMS Agency has, upon the recommendation of the County, designated an EOA and the County has contracted with a provider agency whose purpose is to provide for the public's emergency medical needs (i.e., the Contractor). In this regard, the Contractor acknowledges and agrees that:

1. The County and the EMS Agency must ensure that provisions exist to allow for the continuation of such services in the case of default by the Contractor;
2. This Agreement has been structured to allow the County immediate access to funds to obtain a replacement provider of emergency ambulance service and advanced life support (paramedic) ambulance service in the interim period from the Contractor's default until a new ambulance contractor can be selected; and
3. By participating in the procurement process leading up to this Agreement, the Contractor recognizes and acknowledges the importance of the public health and safety, and agrees that emergency replacement provisions in the event of the Contractor's default under this Agreement, as set forth in this Agreement are a necessary and important inducement for the County and the EMS Agency to conduct the competitive procurement process leading up to this Agreement, and for the County to enter into this Agreement.
4. Additional performance security requirements are as follows:
  - a. Performance Security

The Contractor must obtain and maintain in full force and effect, throughout the term of this Agreement, performance security in the amount of one million dollars\$(1,000,000) in one of the following forms:

(1) A performance bond issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond shall be acceptable in form and content to the County. The bonding company issuing the bond shall also be acceptable to the County. In addition, such performance bond shall:

(a) be payable to "County of Kings" or the "Kings County Director of Health, or his designee;"

(b) be for a term of at least one (1) year, and any extension(s) of the term of such bond shall be for terms of at least one (1) year each;

(c) secure the full and faithful performance of all of Contractor's obligations under this Agreement (if there are any written amendments to this Agreement, the Contractor shall promptly obtain a written amendment to said bond which states that it secures the full and faithful

performance of contractor's obligations under said amendment);

(d) specifically recite and accept this Agreement's requirements that the bonding company shall immediately release performance security funds to the County upon determination by the Board of Supervisors that, pursuant to provisions set forth in Section VII.B.6., herein, the Contractor is in Material Breach of this Agreement; and

(e) specifically acknowledge and agree that litigation brought by the Contractor or the bonding company, if any, in connection with the Board of Supervisor's declaration that the Contractor is in Material Breach of this Agreement under Section VII.B.6., herein, and that litigation, if any, brought by Contractor or the bonding company against the County, the EMS Agency, or their respective officers, agents or employees in connection with the Board of Supervisors' declaration of Material Breach or the County's emergency takeover/replacement of Contractor's operations under Section VII.B.6., herein., shall only be initiated after the bonding company releases the performance security funds to the County as provided in this Section VI.A.; or

(2) An irrevocable standby letter of credit issued pursuant to this Section VI.A. Such irrevocable standby letter of credit shall be acceptable in form and content to the County. The bank issuing the irrevocable standby letter of credit shall also be acceptable to the County. In addition, such irrevocable standby letter of credit shall:

(a) be payable to the County or the Director of Health, or his designee;

(b) issued by a bank doing business in California;

(c) be for a term of at least one (1) year, and any extension(s) of the term of such letter of credit shall be for terms of at least one (1) year each;

(d) specifically recite and accept this Agreement's requirements that the bank shall immediately release performance security funds at sight to the County upon the County's presentation of documentary evidence (the form and substance of which shall be determined by the County) that the Board of Supervisors made the determination that, pursuant to provisions set forth in Section VII.B.6., herein, the Contractor is in Material Breach of this Agreement; and

(e) specifically acknowledge and agree that litigation brought by the Contractor or the bank, if any, in connection with the Board of Supervisor's declaration that the Contractor is in Material Breach of this Agreement, under Section VII.B.6., herein and that litigation, if any, brought by Contractor or the bank against the County, the EMS Agency, or their respective officers, agents or employees in connection with the Board of Supervisors' declaration of Material Breach or the County's emergency takeover/replacement of Contractor's operations under Section VII.B.6, herein, shall only be initiated after the bank releases the performance security funds to the County as provided in this Section VI.A.; or

(3) A combination of the above forms of performance security that is acceptable to the County.

b. Performance Security Cancellation Notification

The performance bond or irrevocable standby letter of credit furnished by the Contractor pursuant to this Section VI.A., shall provide that such bond or letter of credit shall not be

cancelled except upon sixty (60) calendar days prior, express written notice given to the County of the intention to cancel said bond or letter of credit. The Contractor shall, not later than twenty (20) calendar days following the commencement of such sixty (60) calendar day notice period, provide to the County a replacement performance security meeting the requirements of this Section VI.A. in a form and content acceptable to the County, and from an institution that is acceptable to the County.

For performance security required under this Agreement, the Contractor shall additionally require that the issuer of such security to provide the County with prior, express written notice of the cancellation of such security.

#### 5. Liquidated Damages for Default or Breach of this Agreement

The County and the Contractor agree that this liquidated damage provision is a fair and necessary part of this Agreement. The Contractor agrees with the County that the amount of the estimated liquidated damages required to be paid to the County herein represents a reasonable endeavor by the County and the Contractor to estimate a fair compensation for damage to the County from the Contractor's default under this Agreement. The County has estimated and the Contractor agrees that the minimum amount of these additional costs to the County (i.e., costs in excess of those which would have been incurred by the County if the default had not occurred) could be not less than \$1,000,000.

Therefore, in the event that the Board of Supervisors declares such a Material Breach of this Agreement by the Contractor, the County shall be compensated by the Contractor's liquidated damages in the amount of \$1,000,000. Such amount shall be immediately paid through the \$300,000 performance security funds, as required under Section VI.A.2., herein. The County shall, at its option, be entitled to execute on the \$1,000,000 performance security, identified in Section VI.A.2.,

Liquidated damages imposed upon the Contractor under this Agreement for deficiencies in its performance or due to default or breach of this Agreement are distinct from one another and may be imposed cumulatively by the County and the EMS Agency upon Contractor.

#### B. NOTICE OF ADVERSE FINANCIAL CONDITIONS

The Contractor shall provide the County with written notice within five (5) calendar days of the occurrence of any or all of the following events:

1. A receiver is appointed to take possession of all or substantially all of the assets of Contractor.
2. The Contractor makes an assignment for the benefit of creditors.
3. There is the attachment, lien, levy, encumbrance, execution or other judicial seizure of all or substantially all of Contractor's assets (or any other right or interest of Contractor in property) used to carry out its obligations under this Agreement, if such attachment, lien, levy, encumbrance, execution or other seizure remains undismissed, undischarged, or not released for a period of ten (10) business days after the attachment, lien, levy, encumbrance, execution or other seizure thereof.
4. The Contractor takes any action or suffers under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted.

5. The Contractor files any voluntary petition in bankruptcy, or any of the Contractor's creditors file any involuntary petition in bankruptcy, which involuntary petition remains undischarged for a period of thirty (30) days.

6. The Contractor admits in writing to its inability to pay its debts as they become due.

#### C. FACILITIES

##### 1. Central Facility

The Contractor shall provide its own central facility for ambulance operation. In addition, the Contractor shall maintain a business office within Kings County in a location that is readily accessible to the public. The business office shall be open during normal business hours and business days, at least four (4) days-per-week (8 a.m. to 5 p.m.), except for those weeks affected by a state or federal holiday, in which case such office shall be open a minimum of three (3) days for that week. Personnel at the business office shall be trained and authorized by the Contractor to provide necessary information to the public and customers which is related to the billing procedures and disputed customer bills. The Contractor shall provide a local or toll-free number to assure those residents within Kings County can contact the Contractor's business office at no cost to the caller.

##### 2. Ambulance Maintenance and Equipment Storage Facility

The Contractor shall construct and operate an Ambulance Maintenance and Equipment Storage Facility for the provision of ambulance maintenance and storage of supplies and equipment, which includes a local cache of disaster supplies and personal protective equipment.

##### 3. Post Locations

The Contractor shall provide its own post facilities for ambulance operations.

#### D. COMMUNICATIONS AND TECHNOLOGY EQUIPMENT

##### 1. Portable radios

The Contractor shall provide and maintain portable radio equipment consistent with EMS Policy #291.

##### 2. Pagers

The Contractor shall provide pagers or other communications devices to meet the obligations of the agreement

##### 3. In-Vehicle Radios

The Contractor shall provide, install, and maintain other in-vehicle radio equipment required by EMS Policy #291.

##### 4. Automatic Vehicle Locator System / GPS

The Contractor shall provide, install, and maintain an automatic vehicle locator system/GPS in the ambulance dispatch center and in the Contractor's emergency vehicles. If Contractor chooses to use a sub-contractor for the provision of ambulance services within the EOA, the subcontractor shall also be required to have GPS installed and maintained in the subcontractors

ambulances.

5. Electronic Communications / Electronic Mapping / Electronic Status Changes

The Contractor shall provide devices for electronic communications, electronic mapping, and electronic status changes which all interface with the dispatch computer system. If such terminals, devices, and/or emulators will be linked to the EMS CAD, then such terminals, devices, and/or emulators may only be utilized for notification of unit status (e.g., unit at scene) when the Contractor's automatic vehicle locator system document the unit's location at the time of such notification.

6. SIMON Electronic Patient Care Report System

The Contractor shall use the SIMON patient care report (PCR) system for prehospital care reports. The SIMON system shall provide hard copy of PCRs or make PCRs electronically available within a reasonable time after transport. The EMS Agency shall have use of the NOMIS report system to access the SIMON database. At the request of the EMS Agency, the Contractor shall provide a download of all patient care information requested by the EMS agency. Upon termination of this agreement, the Contractor shall provide the patient care data available in the SIMON database that is subject to this Agreement.

## VII. STANDARD CONTRACT PROVISIONS

### A. TERM OF THIS AGREEMENT AND RENEWAL PROVISIONS

The following provisions shall govern the term of this Agreement and the renewal hereof:

1. Commencement Date

This Agreement shall commence at 12:01 a.m., local time, November 1, 2020.

2. Initial Term of Agreement

The initial term of this Agreement shall be five (5) years. Unless the term of this Agreement is renewed pursuant to the provisions for renewal set forth in Section VII.A.3., immediately below, this Agreement shall automatically expire at 11:59 p.m., local time, October 31, 2025.

3. Renewal Provisions

The Contractor shall be eligible to apply for a maximum of one (1) separate extension of the term of this Agreement for five (5) years, provided all of the following conditions are satisfied:

a. The Contractor submits a written request to the EMS Agency for extension of the term of this Agreement not less than twenty-four (24) months prior to the expiration of the then-current Agreement period;

b. The KCAC must determine, by its respective vote, that the Contractor's services in all respects rendered then to the date of the Contractor's request for an extension, are, in its respective opinion, consistently exceed the Contractor's minimum performance requirements under this Agreement; and



c. The modification of the existing compensation arrangements proposed by the Contractor for the term of the proposed extension, if any, or a continuation of existing compensation levels, is approved and agreed to by the County.

If the term of this Agreement is extended for the renewal term, this Agreement shall automatically expire at 11:59 p.m., local time, October 31, 2030.

Any and all references to this Agreement shall mean and include any then-current extensions which are in effect pursuant to the terms and conditions of this Section VII.A.

## B. TERMINATION OF AGREEMENT

### 1. County's Termination Without Reason

For the first three (3) years of this Agreement, the County may terminate this Agreement at any time without any reason upon one (1) year (365 calendar days) prior, express written notice thereof given to the Contractor. Commencing November 1, 2023, the County may terminate this Agreement at any time without any reason upon one hundred and eighty (180) calendar days prior, express written notice thereof given to the Contractor. Prior to giving termination notice under this Section VII.B., the County shall notify the Contractor of its intention to terminate this Agreement and shall allow the Contractor an opportunity to appear before the Board of Supervisors concerning such notice of termination. Any termination by the County pursuant to this Section VII.B. shall be without penalty or expense paid by the County to the Contractor.

### 2. County's Termination Due to Non-Appropriation

In the event the County determines that funds are not sufficiently available in the County budget for or during a County fiscal year to compensate Contractor, as provided herein, and to fund the EMS Agency's operations, the County may terminate this Agreement upon giving the Contractor ninety (90) calendar days prior, express written notice thereof. Such termination shall be without penalty or expense paid by the County to the Contractor.

### 3. Contractor's Termination Due to County's Material Breach of this Agreement

The Contractor may terminate this Agreement at any time due to the County's breach of any or all material obligations of County under this Agreement, provided that the Contractor gives the County at least thirty (30) calendar day's prior, express written notice of such intention to terminate this Agreement, setting forth in specific detail the facts supporting such intention to terminate this Agreement, and provided further that the County fails to substantially cure said breach.

### 4. County's Termination Due to Contractor's Material Breach of this Agreement

The County may terminate this Agreement due to the Contractor's breach of any or all material obligations of Contractor under this Agreement (a "Material Breach"). Without limiting the generality of the foregoing sentence, the term "Material Breach" of this Agreement includes, but is not limited to, the occurrence of any one or more of the following events:

a. The Contractor fails to operate its ambulance, emergency medical dispatch, and emergency medical services program in a manner which enables the County, the EMS Agency, and the Contractor to remain in compliance with the requirements of federal, state, and local laws, rules

and regulations and EMS Agency Policies and Procedures, now in effect or as hereafter enacted or adopted and which enables the Contractor to remain in compliance with its obligations under this Agreement. Minor infractions of such requirements, as determined by the County Director of Health, or his designee, shall not constitute a Material Breach of this Agreement by the Contractor.

b. The credentials/proposal, proposer's price sheet or proposer's budget information which the Contractor provided to the County or the EMS Agency pursuant to the procurement process leading up to this Agreement contain(s) an untrue statement(s) of a material fact or omit(s) to state a material fact(s) necessary to make a statement(s) therein not misleading in the light of the circumstances under which it was made.

c. The Contractor falsifies data supplied to the County, the EMS Agency, or the EMS Medical Director during the course of performing operations under this Agreement, including but not limited to, dispatch data, patient care data, response time data (including "at-scene" time data) or financial data, or willfully downgrades the priority of an ambulance response to enhance the Contractor's apparent performance, or falsifies or willfully omits any other data or information required to be provided by the Contractor under this Agreement. The willful delaying of the entering of data or omitting data shall be considered to be the falsification of data.

d. The Contractor fails to substantially comply with its proposed system status plan for ambulance coverage during the first three (3) months of operations under this Agreement.

e. The Contractor fails to comply with the minimum employee wage/salary compensation and benefit package and hiring practices which Contractor submitted as part of its Credentials/Proposal submitted to the County and EMS Agency on March 2, 2020.

f. The Contractor's personnel or its sub-contractor(s) personnel chronically or persistently fail to conduct themselves in a professional and courteous manner where, within a reasonable time following written notice by the County and/or EMS Agency to correct such misconduct (but in no event more than thirty (30) calendar days from the date of such notice being given), reasonable remedial action has not been taken by the Contractor.

g. Except as provided in Section VII.B.4.h., below, the Contractor fails to comply with the response time performance requirements under Section IV.N., herein, for any three (3) consecutive months (regardless of whether such months are in two calendar years), or for any four (4) non-consecutive months in a calendar year.

h. If the EMS Agency sets standards for the measurement of selected rural area or other response times on a quarterly basis under Section IV.N., herein, and the Contractor fails to comply with such response time performance requirements for any two (2) consecutive quarters or for any three (3) non-consecutive quarters in a calendar year.

i. The Contractor fails to consistently meet or exceed the clinical performance standards required herein.

j. The Contractor fails to participate in the established Quality Assurance/Quality Improvement program of the EMS Agency, including, but not limited to, investigation of incidents and implementing prescribed corrective actions.

k. The Contractor fails to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with the Contractor's equipment replacement program, which Contractor submitted as part of its Proposal.

l. The Contractor violates the non-competition or "outside work" provisions of this Agreement (Section VII.C.4., herein).

m. The Contractor fails to furnish and maintain key personnel of at least the same quality and experience as proposed in the Contractor's Proposal.

n. The Contractor fails to comply with the user fee setting, billing, and collection procedures under this Agreement.

o. The Contractor fails to comply with "most favored customer" provision of this Agreement (Section VII.C.5., herein).

p. The Contractor fails to cooperate with and assist the County in the investigation or correction of any of Contractor's alleged or actual Minor Breach(es) or Material Breach(es) of this Agreement, including, but not limited to, Contractor's chronic or persistent failure to comply with terms and conditions stipulated in written notice(s) given by the County or EMS Agency to correct any of Contractor's Minor Breach(es) under this Agreement.

q. The Contractor fails to cooperate with and assist the County in its takeover or replacement of the Contractor's operations after a Material Breach of this Agreement by the Contractor has been declared by the County, as provided for herein, regardless of whether it is later determined by a court of competent jurisdiction that the County's declaration of a Material Breach of this Agreement by the Contractor was not justified.

r. The Contractor fails to assist County or County's subsequent ambulance contractor in the orderly transition or scaling down of Contractor's services during the transition from Contractor to the County's subsequent ambulance contractor if County enters into a subsequent Agreement with another ambulance contractor and such Agreement does not include the Contractor.

s. The Contractor fails to comply with required payment of liquidated damages within fifteen (15) calendar days written notice given to Contractor of the imposition of such liquidated damages (Section IV.O., herein).

t. The Contractor fails to maintain in full force and effect the insurance coverage required in this Agreement.

u. The Contractor fails to maintain in full force and effect the performance security requirements as specified herein (Section VI.A., herein).

v. A receiver is appointed to take possession of all or substantially all of the assets of Contractor (Section VI.B., herein).

w. The Contractor makes an assignment for the benefit of creditors (Section VI.B., herein).

x. There is the attachment, lien, levy, encumbrance, execution or other judicial seizure of all or substantially all of Contractor's assets (or any other right or interest of Contractor in

property) used to carry out its obligations under this Agreement, if such attachment, lien, levy, encumbrance, execution or other seizure remains undismissed, undischarged, or not released for a period of ten (10) business days after the attachment, lien, levy, encumbrance, execution or other seizure thereof (Section VI.B., herein).

y. The Contractor takes any action or suffers under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted.

z. The Contractor files any voluntary petition in bankruptcy, or any of the Contractor's creditors file any involuntary petition in bankruptcy, which involuntary petition remains undischarged for a period of thirty (30) days.

aa. The Contractor admits in writing to its inability to pay its debts as they become due.

ab. The Contractor files any answer admitting, or fails timely to contest, a material allegation of a petition filed against Contractor in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation or dissolution of the Contractor or similar relief.

ac. If within thirty (30) calendar days after the commencement of any proceeding against Contractor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed.

ad. The Contractor (either voluntarily or by operation of law) assigns, conveys, or transfers this Agreement, or any part of this Agreement, including any right or obligation hereunder, in violation of Section VII.E.2.

ae. The Contractor (either voluntarily or by operation of law) subcontracts this Agreement, or any part of this Agreement, including any obligation hereunder, in violation of Sections VII.E.2., and VII.E.3., herein.

af. The Contractor willfully attempts to intimidate or otherwise punish or dissuade its personnel who desire to interview with or to sign contingent employment agreements with competing proposers during a subsequent procurement process by the County/EMS Agency for the same or similar services provided by the Contractor under this Agreement.

ag. The Contractor willfully attempts to intimidate or otherwise punish or dissuade its personnel or subcontractors from cooperating with or reporting concerns, deficiencies, and the like regarding Contractor or its subcontractors, if any, to the County or EMS Agency or any governmental agency having the jurisdiction over such matter.

ah. There is any other willful acts or omissions of the Contractor that endanger the public health and safety.

##### 5. Notice to Contractor

If, in the opinion of the County Director of Health, or his designee, a Material Breach of this Agreement by the Contractor exists or has occurred, then the County Director of Health, or his

designee, shall notify the Contractor, in writing, of the existence or occurrence of such event. The County Director of Health, or his designee, shall establish a specific time period in such notice, which shall be reasonable under the circumstances, for the Contractor to cure the Material Breach. If the Contractor fails to completely cure such Material Breach of this Agreement to the satisfaction of the County Director of Health, or his designee, within the time specified by the Director of Health, or his designee, the County Director of Health, or his designee, shall notify the Board in writing regarding same.

6. Declaration of Material Breach of this Agreement and Emergency Takeover/Replacement of Service

Upon notification from the County Director of Health, or his designee, to the Clerk to the Board of Supervisors and the Contractor, the Clerk to the Board of Supervisors shall schedule a meeting of the Board of Supervisors to consider a determination of Material Breach of this Agreement by the Contractor. The Board of Supervisors shall hold such meeting, and the Contractor shall be given an opportunity to appear before the Board and argue why the Board should not declare a Material Breach of this Agreement by the Contractor. Upon the conclusion of the meeting, the Board of Supervisors may find and declare that a Material Breach of this Agreement by the Contractor has occurred. If the nature of the Material Breach is, in the determination of the Board of Supervisors, such that public health and safety are thereby endangered, the Board of Supervisors shall find and declare a Material Breach of this Agreement by the Contractor and shall further direct the County Director of Health, or his designee, to perform the emergency takeover or replacement by the County (or County's designee) of the Contractor's operations under this Agreement pursuant to this Section VII.B.6. The Contractor shall, upon receipt of written notice by the Director of Health, or his designee, fully and immediately cooperate with the County and the EMS Agency to effect a prompt and orderly complete takeover or replacement by the County (or County's designee) of the Contractor's operations under this Agreement.

7. Dispute After Emergency Takeover/Replacement

Such emergency takeover/replacement shall be completed within seventy-two (72) hours after a finding and declaration of Material Breach of this Agreement by the Contractor by the Board of Supervisors such that public health and safety are thereby endangered. The Contractor shall not be prohibited from disputing any such declaration of Material Breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate and complete emergency takeover/replacement of Contractor's operations by the County. Neither shall such dispute by the Contractor delay the County's complete and immediate access to Contractor's performance security.

The provisions of this Section VII.B.7. are specifically accepted and agreed to by the Contractor as reasonable and necessary in light of the unusual responsibilities for public health and safety associated with this Agreement. Any legal dispute concerning a finding and declaration of Material Breach shall be initiated only after the emergency takeover/replacement has been completed, and shall not, under any circumstances, be allowed to delay the process of complete emergency takeover/replacement by the County. The Contractor's cooperation with, and full support of, such emergency takeover/replacement process, as well as the complete and immediate release of

performance security funds to the County, shall not be construed as acceptance by Contractor of the finding of Material Breach, and shall not in any jeopardize the Contractor's right to recovery of damages, if any, should a court later determine that the Board of Supervisors' finding and declaration of Material Breach was unjustified. However, failure on the part of the Contractor to cooperate fully with the County to effect a safe and orderly complete takeover/replacement of Contractor's operations and provision of services shall itself constitute a Material Breach under the terms of this Agreement, even if it is later determined that the Board of Supervisors' original finding and declaration of Material Breach was made in error.

8. Material Breach of this Agreement by the Contractor Not Dangerous to Public Health and Safety

If the County declares the Contractor to be in material breach on grounds other than performance deficiencies dangerous to public health and safety, the Contractor may dispute and legally resolve the County's claim of Material Breach of this Agreement by the Contractor prior to takeover/replacement of Contractor's operations by the County.

9. End-term Operations Provisions

Should the Contractor fail to be the successful proposer in the next succeeding bid cycle concerning the provision of emergency ambulance service and advanced life support (paramedic) ambulance service, the parties acknowledge that the County shall nonetheless depend upon the Contractor to continue provision of all services required under this Agreement until the successful proposer takes over Contractor's operations. Under these circumstances, the Contractor would, for a period of several months, serve as a "retiring" Contractor. To ensure continued performance fully consistent with the requirements of this Agreement throughout any such end-term period, the following provisions shall apply:

a. Throughout such end-term period, the Contractor shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent agreement to a competing proposer;

b. The Contractor shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting the Contractor's service and operating costs to maximize profits during the final stages of this Agreement;

The Contractor may reasonably begin to prepare for transition of service to the new ambulance contractor during the end-term period, and the County shall not unreasonably withhold its approval of the retiring Contractor's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, and the like, so long as such transition activities do not impair the Contractor's performance during such end-term period, and so long as such transition activities are prior-approved in writing by the EMS Agency.

C. INDEPENDENT CONTRACTOR

1. Independent Contractor

In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, the Contractor, including any and all of its officers, agents, and employees, will at

all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate the County, or the EMS Agency. The County and the EMS Agency shall retain the right to administer this Agreement so as to verify that the Contractor is performing its obligations in accordance with the terms and conditions hereof. The Contractor, the County, and the EMS Agency shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, neither the Contractor nor its agents, servants and employees shall have any right to employment rights and benefits available to the County or EMS Agency employees. The Contractor shall be solely liable and responsible for providing to, or on behalf of, its personnel all legally-required employee benefits. In addition, the Contractor shall be solely responsible and save the County and EMS Agency, including the EMS Medical Director(s), harmless from all matters relating to payment of the Contractor's personnel, including compliance with Social Security, withholding, and all other regulations governing such matters.

2. Compliance With Applicable Laws, Rules, and Regulations

All services furnished by the Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state (including, but not limited to, the EMS Act), and local laws (including, but not limited to, the County of Kings Ordinances and Charter), rules, regulations, and EMS Agency Policies and Procedures as are now in effect or may hereafter be amended, enacted, or adopted. It shall be the Contractor's sole responsibility to determine which laws, rules, regulations, and EMS Agency Policies and Procedures, apply to the services rendered under this Agreement and maintain compliance with all applicable standards at all times.

3. Contract Commitments

The Contractor shall not enter into contracts regarding the type of services which are the subject of this Agreement, for services within Kings County, which extend beyond the date of termination of this Agreement, except as may be specifically approved in writing by the County.

4. Outside Work

The Contractor shall not be prohibited from doing work outside the scope of this Agreement which is related to emergency medical services or medical transportation (e.g., long distance transfer work, critical care transportation, non-ambulance medical transportation, special events/standby coverage, managed care/government contract work, ambulance dispatching in other counties, and the like) provided:

- a. Such services are provided consistent with federal, state, and local laws, regulations, and policies (both those that are now in effect or may hereafter be enacted or adopted);
- b. The Contractor's methods of providing such services are designed to enhance Contractor's peak load capacity, disaster readiness, and overall efficiency, and do not detract from the Contractor's performance of its obligations under this Agreement; and
- c. The Contractor shall be solely responsible for any costs and expenses associated

with the implementation of services for such outside work.

The Contractor shall be responsible for the operational and equipment costs of any such outside services which are provided pursuant to this Section VII.C.4., and the Contractor agrees to protect, defend, indemnify and hold harmless the County, its elective and appointive boards, officers, agents and employees, the EMS Agency and EMS Medical Director(s) for the Contractor's (including its officers, agents, employees and contractors) negligent or wrongful acts or omissions in connection with such outside services, as provided in Section VII.E.10, herein. Such services shall not interfere or undermine the Contractor's responsibilities under this Agreement.

The Contractor shall not utilize the equipment, personnel, or resources, which are the subject of this Agreement, for the purposes of providing primary ambulance coverage outside Kings County (e.g., a dedicated ambulance unit routinely stationed in another jurisdiction) except as authorized through a written amendment (pursuant to Section VII.E.4., herein) hereof executed by the parties.

5. Most Favored Customer

All factors of production employed by the Contractor in the performance of the services which are the subject of this Agreement, whether furnished by the County or not, shall be devoted exclusively to the provision of services within the EOA and to no other work, except as allowed under this Agreement, or amendment hereof, and as specifically approved, in writing, by the County. These "factors of production" include, but are not limited to, all equipment, supplies, facilities, locally assigned personnel, and all historical data utilized by the Contractor in the performance of its services under this Agreement.

Neither the Contractor, nor its owners, officers, or key personnel of the Contractor's organization, nor firms affiliated with the Contractor shall compete against the County or Contractor for services which are the subject of this Agreement nor shall such entities or individuals form a (or use an existing) separate entity for the purpose of circumventing this prohibition. While such entities, organizations, or individuals may participate in a competitive procurement process for the provision of services that would be provided under this or future Agreements, they may not compete, or cause competition, against the County or Contractor for services which are the subject of this Agreement, once such Agreement(s) is in effect, in an effort to circumvent the requirements under this Agreement. It is the intent of this Section VII.E.5. that growth of the Contractor's business within the County shall take place only under the auspices of this Agreement. Violation of this non-competition provision shall constitute a Material Breach of this Agreement by the Contractor.

6. Contractor Has No Right to Continue Providing Services Beyond the Term of This Agreement.

Contractor acknowledges, understands, and accepts that it has no right to continue providing services under this Agreement on an indefinite basis, and that its rights under this Agreement shall terminate upon the termination of this Agreement. The Contractor additionally acknowledges, understands, and accepts that if it is not the successful proposer in the County's and EMS Agency's next succeeding procurement process for the provision of emergency ambulance service and advanced life support (paramedic) ambulance service in the EOA (as it may then exist)



that Contractor shall be prevented from providing services in the EOA (which may be substantially similar to those being provided by the Contractor under this Agreement) during the term of the agreement between the County and the next succeeding ambulance contractor. Contractor accepts the right of its competitors to compete against Contractor during such next succeeding procurement process for the selection of a provider of emergency ambulance service and advanced life support (paramedic) ambulance service in the EOA, on an exclusive basis, as a reasonable solution to the alternative of system-wide disruption of services that would otherwise occur if there were no competitive process for the selection of a provider of such services on an exclusive basis.

7. Advertising Restrictions

The County shall have the right of prior approval of the form and content of all forms of public education and advertising, direct or indirect, utilized by the Contractor which will include the County's name in conjunction with services and operations related to this Agreement. This includes all vehicle markings, invoices, yellow page advertising, and any other advertising and public information programs and material which utilize County's name in addition to the Contractor's name or trademark. The County shall not unreasonably withhold its approval of advertising or public relations programs and materials developed by the Contractor to promote its reputation.

8. Permits and Licenses

The Contractor shall be solely responsible for obtaining all necessary permits and licenses required for performance of its obligations under this Agreement and will bear the cost thereof, including ambulance vehicle licenses, which shall be obtained in the name of the Contractor. Cost of such vehicle licenses, if any, shall be the responsibility of the Contractor.

D. PROVISIONS REGARDING PERSONNEL

1. Rights and Responsibilities of Operations Personnel (Prehospital and Dispatch)

The parties acknowledge and agree to the following provisions of this Section VII.D.1:

The Kings County EMS system is designed to utilize professional field personnel (all levels of EMT including paramedics) and certified dispatch personnel who have a direct linkage to the EMS Agency, EMS Medical Director, and the Base Hospital Physicians of the EMS system who provide independent medical oversight for the EMS System. Field personnel and dispatchers are certified or accredited by the EMS Agency, not through their employers. Thus, a direct linkage is deliberately created between field personnel and the system's physician leadership.

Where issues involving questions of patient care are concerned, there is no "chain of command" in the Kings County EMS system. Each of the certified personnel working in the system has not only a right, but an obligation, to deal directly with the system's physician leadership on issues related to patient care.

This direct linkage and personal responsibility also apply to issues regarding compliance with regulations concerning vehicles, on-board equipment, and recording of data. Licensed/certified personnel are prohibited by law, including but not limited to, rules, regulations, and local policies and procedures, which govern this system, from operating equipment that is out of compliance with system standards, as well as from falsifying or omitting data from reports (e.g.,

dispatch records, prehospital care reports, incident reports, and the like). Just as a physician may be employed by a hospital, but still retains personal and professional responsibility relative to the rendering of patient care, ambulance dispatchers and field personnel have a personal and professional responsibility with regard to issue related to the delivery of patient care, and the accurate reporting of information.

Field personnel and EMS dispatch personnel are required, as a condition of their certification or accreditation by the EMS Agency, to participate in the system-wide quality improvement program. This investment of personnel time in the medical quality control process is justified by a continuous positive impact upon improved patient care. The success of this program involves the cooperation of the EMS Agency, the Contractor, other participating provider agencies and hospitals, and the individual field or dispatch personnel.

## 2. Reasonable Work Schedules/Working Conditions

While this Agreement is a “performance contract,” and while the Contractor is not only allowed but expected to employ its own methods and techniques for producing the required performance reliability and efficiency, the Contractor shall utilize reasonable work schedules, shift assignments, and provide adequate working conditions that are consistent throughout the entire exclusive operating area. The primary issues are patient care and personnel safety, and the Contractor is expected to utilize sound management principles which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to the extent that their judgment or motor skills may be impaired.

Because of the wide variety of management practices utilized throughout the EMS/ambulance industry, no specific requirements regarding work schedules and working conditions are established (except for the transport unit hour utilization restrictions placed upon system status plans which utilize greater than 12 hour shifts in the Metro response area, as set forth and Section IV.J.2., hereof) under Agreement, but instead the “rule of reason” shall apply. The “rule of reason” shall be the establishment of rules and procedures by the County or the EMS Agency which implement reasonable standards of activity in order to protect the public health and safety.

In addition, if circumstances warrant such action, the EMS Agency, with the concurrence of the Regional Medical Control Committee, may establish rest standards for extended shifts and standards governing the use of back-to-back personnel shifts and mandatory overtime, as deemed necessary to protect patients from the possibility of error caused by exhaustion of the Contractor’s field personnel. In the event any such standards are developed by the Regional Medical Control Committee and/or through state regulation, such standards shall be automatically accepted by both the County and the Contractor as an objective application of the “rule of reason,” and shall apply to this Agreement. The imposition of such standards by the EMS Agency and the Regional Medical Control Committee or by the State EMS Authority shall not be considered an increase in standards that would justify a compensation adjustment, as provided in Section V.C.3., herein, or a justification for an appeal concerning the assessment of liquidated damages.

## 3. Reasonable Compensation and Fringe Benefits Required

The Contractor acknowledges that high levels of efficiency in Contractor's operations

are expected and required under this Agreement. In this regard, the County and EMS Agency expect that such efficiency will be derived from the system's superior economies of scale, off peak use of excess production capacity, precision dispatching and system status management, the numerous advantages of a professional and motivated work force, and Contractor's effective management practices. The Contractor also acknowledges that the County and EMS Agency desire that qualified and experienced personnel be utilized for the provision of services under this Agreement and that the Contractor's compensation levels for such personnel will attract and retain such qualified and experienced personnel.

Contractor acknowledges and agrees that compensation provisions for the Contractor's locally-assigned personnel should promote the County and EMS Agency's desire for an experienced and qualified work force. Therefore, the Contractor shall maintain at all times during the term of this Agreement a compensation program for its locally-assigned personnel that meets or exceeds Contractor's overall compensation program that Contractor submitted in its Proposal. However, the Contractor is not required to utilize the same wages, benefits, shifts schedules and working conditions as submitted in its Proposal. The County and EMS Agency do not intend to restrict the ingenuity of the Contractor in developing new and creative compensation packages for its personnel. However, the specific compensation programs shall be structured so that the overall combination of wages, benefits, shifts schedules, working conditions, and factors related to job satisfaction meets or exceeds the overall compensation program submitted by Contractor in its Proposal.

4. Form of Retirement Program

The retirement program for the Contractor's dispatchers, field personnel, and any other locally assigned personnel shall be so designed and structured that, should a change of contractors occur in the future (e.g., future procurement process), each employee's accrued benefits will remain intact regardless of whether that employee remains in this system (e.g., working for the new Contractor) or transfers to another of the outgoing Contractor's operations outside the County.

5. Employee Recruitment, Screening, and Orientation

The Contractor shall operate an aggressive, stringent, and comprehensive program of initial and ongoing personnel recruitment, screening, and orientation designed to attract, select, and thoroughly orient prior to field or EMS dispatch placement, individuals who are among the area's most qualified candidates for EMS employment.

6. Treatment of Incumbent Workers

Upon the commencement of this Agreement, Contractor shall demonstrate, to the satisfaction of the County Director of Health, or his designee, that Contractor has satisfied the requirements of Section IV.D.6. of the RFP concerning the treatment of incumbent workers.

7. Non-Discrimination

Contractor agrees as follows:

a. The Contractor, during the performance of this Agreement, agrees to comply with all applicable provisions of federal, state, and local laws and regulations pertaining to prohibited discrimination as is currently in effect and as may be amended, enacted, or adopted.

b. During the performance of this Agreement, the Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, or denial of family care leave. The Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor shall give written notice of its obligations under this Section VII.D.7. to labor organizations with which it has a collective bargaining or other agreement. Such actions shall include, but not be limited to the following:

- (1) Employment, upgrade, demotion, or transfer;
- (2) Recruitment, or recruitment advertising;
- (3) Layoff or termination;
- (4) Rates of pay or other forms of compensation; and

(5) Selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

c. To the extent required by law, the Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, national origin, sex, or age.

d. The Contractor, and all solicitations or advertisements for personnel placed by or on behalf of the Contractor, shall, state that all qualified applicants will receive considerations for employment without regard to race, religion, color, national origin, sex, or age, as required by law.

e. The Contractor shall include the nondiscrimination and compliance provisions of this Section VII.D.7. in all subcontracts to perform work under this Agreement and shall require its contractor(s) to comply with the provisions of this Section VII.D.7.

8. Use of Pagers by Off-Duty Personnel

Individual pagers may be supplied by the Contractor for individual assignment to each ambulance dispatcher and prehospital personnel who agrees to carry one as a part of the Contractor's internal disaster management procedures. The use of such pagers to locate off-duty personnel for assignment of mandatory overtime is strictly prohibited.

9. Professional Conduct and Courteous Service

The parties acknowledge the following:

Ambulance services are often rendered in the context of stressful situations. Many of the people with whom ambulance personnel come in contact have little experience dealing with such situations and do not cope well. In fact, in many cases, this may be a person's or their family's only interaction with the EMS system and may be regarded as one of the most traumatic experiences in their lifetime, even if the seriousness of the illness or injury is not actually significant. In some cases, even flawless performance by the ambulance system may draw complaints. While patients, their families, and others are not accustomed to this stress and may not always handle it well, the Contractor and its personnel are in the business of dealing with these situations.

Therefore, the Contractor's ambulance personnel, EMS dispatch personnel, billing personnel, middle management and top executives shall provide professional and courteous conduct towards the public and other EMS System participants at all times. Uniform and grooming standards for field personnel shall meet or exceed that of local public safety agencies. This includes field supervisors and management personnel. The Contractor shall address and correct any departure from this standard of conduct.

10. Character and Competence of Personnel

All persons employed by the Contractor in the performance of work under this Agreement shall be competent and shall be holders of appropriate permits in their respective trades or professions. The County Director of Health, or his designee, may demand the removal of any

person employed by the Contractor who chronically misconducts himself or herself or is chronically incompetent or negligent in the due and proper performance of his or her duties, and such persons shall not be reassigned by the Contractor for performance of services under this Agreement without the written consent of the County Director of Health, or his designee, provided however, the County Director of Health, or his designee, shall not be arbitrary or capricious in exercising his rights under this Section VII.D.10., and shall be required to document, in writing, specific reasons for exercising such rights relative to any given employee of Contractor, and shall also give that employee an opportunity to defend himself or herself in the presence of the Contractor's Chief Executive and the County's Director of Health prior to removal.

The provisions of this Section VII.D.10. shall apply to any of Contractor's subcontractors.

11. "Bait and Switch" Bidding Prohibited

The Contractor acknowledges that the County has, in part, awarded this Agreement based upon the qualifications of the Contractor's organization and key personnel presented in the Contractor's Proposal. Therefore, the Contractor agrees that Contractor shall furnish those named personnel identified in Contractor's Proposal for the first year of this Agreement. Throughout the remaining term of this Agreement, the Contractor shall continue to furnish those same named personnel or replacement personnel with equal or superior qualifications. It is the specific intent of this Section VII.D.11. to prohibit the practice of "bait and switch" bidding, whether intentional or not.

E. STANDARD PROVISIONS

1. Conflict of Interest

The Contractor agrees that it shall not violate, or cause or allow any person to violate, any Federal or State conflict of interest statutes, laws, or regulations, or local laws or regulations (including, but not limited to those adopted by the Board of Supervisors) governing conflict of interest (both those that are now in effect or may hereafter be enacted or adopted).

2. Non-Transferable Agreement

Except for non-EMS related services (e.g., janitorial, food service, building maintenance, telephone, and the like), the Contractor shall not (either voluntarily or by operation of law) assign, convey, or transfer this Agreement, or any portion hereof, without the prior, express written permission of the County and the EMS Agency as provided in this Section VII.E.2, and Section VII.E.3., herein. Without limiting the generality of the foregoing sentence:

a. The Contractor shall not (either voluntarily or by operation of law) assign, convey or transfer any of the Contractor's rights under this Agreement without the prior, express written permission of the County and the EMS Agency.

b. The Contractor shall not (either voluntarily or by operation of law) assign, convey, transfer, delegate or subcontract any of the Contractor's obligations under this Agreement without the prior, express written permission of the County and the EMS Agency as provided in Section VII.E.3., herein.

c. If a majority of the Contractor's work is dedicated to the performance of services under this Agreement, the Contractor's shareholders shall not (either voluntarily or by operation of law) sell, assign, convey or transfer more than ten percent (10%) of the total ownership interest in the Contractor (e.g., corporate shares to a non-shareholder or non owner within any one (1) year period without the prior express, written permission of the County and the EMS Agency.

If the Contractor (either voluntarily or by operation of law) assigns, conveys or transfers this Agreement, or any part of this Agreement, including any right hereunder, in violation of this Section VII.E.2., such assignment, conveyance or transfer shall be void.

The assignment of any compensation due Contractor under this Agreement does not constitute an assignment of Contractor's obligations or duties under the Agreement.

### 3. Use of Subcontractors

The Contractor's use of subcontractors for the direct provision of ambulance services or advanced life support (paramedic) services or partial staffing for such services is subject to the prior written permission of the Board of Supervisors upon consultation with the EMS Agency. The Contractor's use of any other subcontractors is subject to the prior written permission of the County. The Contractor's "use of subcontractors" in the provision of services shall include the delegation by the Contractor to a third party of the Contractor's obligations under this Agreement.

If the Contractor elects to use subcontractors in the provision of any services under this Agreement, and the use thereof is permitted by the County or the EMS Agency, as provided herein, the Contractor shall be responsible for such subcontractor's performance, and the Contractor shall remain the sole point of contact in the provision of services under this Agreement. The Contractor shall not be entitled to any greater compensation than is provided for under Section V.A., herein, solely because Contractor is permitted by the County or the EMS Agency to subcontract any of the Contractor's obligations under this Agreement.

The County retains the right to deny requests to use subcontractors.

For purposes of this Section VII.E.3., support services (e.g., accounting, legal, payroll, and other like services) provided by a parent corporation which is the sole owner of the contracting firm shall not be considered sub-contracted services, and shall not be governed by this Section VII.E.3.

If the Contractor subcontracts or delegates any of its obligations under this Agreement in violation of this Section VII.E.3., such subcontract or delegation shall be void.

### 4. Modification

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder of this Agreement. No variation or modification of the terms or conditions of this Agreement shall be valid and binding upon the parties unless and until such variation or modification is reduced to writing and is executed by duly-authorized officers or agents of the parties.

### 5. Rights and Remedies Not Waived

The Contractor agrees, warrants, represents and guarantees that the Contractor's services herein specified shall be completed without further compensation than that provided for in this Agreement; and that the Contractor's provision of services herein, and the payment therefor by the County, shall not prevent the County from maintaining any legal action against Contractor for Contractor's failure to perform such services in accordance with this Agreement. In no event shall payment of compensation by the County hereunder constitute or be construed to be a waiver by the County of any breach or any default that may then exist on the part of the Contractor, and the making of such compensation while any such breach or default exists, shall no way impair or prejudice any right or remedy available to the County with respect to such breach or default.

The County's and the EMS Agency's exercise of any rights or remedies under this Agreement shall not preclude the County or the EMS Agency from exercising any other right or remedy under this Agreement or provided by law. Such rights and remedies may be exercised by the County and the EMS Agency cumulatively. By way of example, and not as a limitation, the County's and the EMS Agency's imposition of Liquidated Damages under any provision of this Agreement shall not prohibit the County or the EMS Agency from imposing Liquidated Damages under any other provision of this Agreement or from exercising any other right or remedy under this Agreement or provided by law.

If the County or the EMS Agency desires to waive any right or the exercise of any remedy under this Agreement, such waiver shall only be in writing and signed by a duly authorized officer or agent of the County or the EMS Agency, as applicable. If County or the EMS Agency should waive any breach by the Contractor of any provision of this Agreement, the County and the EMS Agency shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

#### 6. Consideration

In consideration for the Contractor's agreement to provide emergency ambulance services and advanced life support (paramedic) ambulance services to the residents and visitors of the EOA, pursuant to the terms and conditions of this Agreement, as provided herein, and the Contractor's assumption of obligations hereunder, the Contractor agrees to accept County's and the EMS Agency's authorization to provide such services, and to charge customers for the provision of same, and the compensation provided by County to Contractor under this Agreement, as provided herein, and the County's assumption of obligations under this Agreement (including causing the EMS Agency to carry out its responsibilities), as sufficient, valuable and adequate consideration given in exchange therefor.

In consideration for the County's authorization to allow the Contractor to provide emergency ambulance services and advanced life support (paramedic) ambulance services to the residents and visitors of the EOA, pursuant to the terms and conditions of this Agreement, and to charge customers for the provision of same, and compensation provided by County to Contractor under this Agreement, as provided herein, and the County's assumption of obligations under this Agreement (including causing the EMS Agency to carry out its responsibilities), the County agrees to accept Contractor's agreement to provide emergency ambulance services and advanced life support (paramedic) ambulance services to the residents and visitors of the EOA pursuant to the terms and



conditions of this Agreement, as provided herein, and the Contractor's assumption of obligations hereunder, as sufficient, valuable and adequate consideration given in exchange therefor.

7. Governing Law

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of or relating to this Agreement shall only be in Kings County, California.

8. Cost of Enforcement

If either the County or the Contractor institutes litigation against the other party to secure its rights pursuant to this Agreement, the prevailing party shall be awarded its actual and reasonable attorney's fees and costs of such litigation.

9. Invalidity

If any part of this Agreement is found by a court of competent jurisdiction to be violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, the Contractor and the County shall use their best efforts to replace that part of this Agreement with legal, valid and enforceable terms and conditions most readily approximating the original intent of the parties. Furthermore, if any provision of this Agreement or the application hereof to any person or circumstance shall, to any extent, be found by a court of competent jurisdiction to be violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which is found by a court of competent jurisdiction to be violative of any law or the Federal or State Constitution or otherwise legally defective, invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall remain in full force and effect and shall be enforceable to the fullest extent permitted by law.

10. Indemnity and Hold Harmless

To the extent permitted by law, the Contractor agrees to protect, defend, indemnify and hold harmless the County, its elective and appointive boards, officers, agents and employees, the EMS Agency and EMS Medical Director(s), from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorney fees, for injury to, or death of, any person, and for injury to, or damage to, any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with any negligent or wrongful acts or omissions by, or on behalf of the Contractor, its officers, employees, agents, or contractors in negligently or wrongfully performing or failing to perform any work, services or functions provided for, or referred to, or in any way connected with any work, services, or functions to be performed by the Contractor, its officers, employees, agents, or contractors both under and outside this Agreement.

The foregoing clause shall in no way obligate the Contractor to provide such protection, indemnification, or defense to the extent of negligent or wrongful acts or omissions by the County, its officers, employees, agents, or contractors.

To the extent permitted by law, the County agrees to protect, defend, indemnify, and

hold harmless the Contractor, its elective and appointive boards, officers, agents and employees from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorneys' fees, for injury to, or death of, any persons, or for injury to, or damage to, any property, including consequential damages of any nature resulting therefrom, arising out of, or in any way connected with any negligent or wrongful acts or omissions by, or on behalf of the County, its officers, employees, agents, or contractors in negligently or wrongfully performing or failing to perform any work, services or functions provided for, or referred to, or in any way connect with any work, services, or functions to be performed by the County, its officers, employees, agents, or contractors under this Agreement.

The foregoing clause shall in no way obligate the County to provide such protection, indemnification, or defense to the extent of negligent or wrongful acts or omissions by the Contractor, its officers, employees, agents, or contractors.

The aforesaid indemnity and hold harmless clauses by the Contractor and County shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by the party to be indemnified, including, but not limited to, attorney fees, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the insurance policies or self-insurance of the indemnifying party shall have been determined to be applicable to any of such damages or claims for damages.

#### 11. Insurance

With respect to performance and work under this Agreement, the Contractor shall maintain and shall require all of its subcontractors to maintain in full force and effect insurance as described below:

a. Without limiting the County and EMS Agency's right to obtain indemnification from the Contractor or any third parties, and subject to the Contractor's right to seek subrogation for indemnification paid to the County and EMS Agency under this Agreement and to the extent such indemnification is paid pursuant to this paragraph, the Contractor, at its sole expense, shall maintain or cause to be maintained in full force and effect the following insurance policies throughout the term of this Agreement:

(1) For the Contractor's local operation in Kings County - combined public liability, general liability, automobile liability, bodily injury and property damage liability insurance in amount of not less than two million dollars (\$2,000,000) in coverage for each occurrence, and Five Million Dollars (\$5,000,000) in annual aggregate coverage;

(2) Professional liability insurance in an amount of not less than one million dollars (\$1,000,000) limit per occurrence and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors, and omissions.

(3) Worker's Compensation Insurance providing full statutory coverage, in accordance with the California Labor Code, for any and all of the Contractor's personnel who will be assigned to the performance of this Agreement by the Contractor in accordance with the California Labor Code.

b. Such insurance policies shall name the County, its officers, agents, and employees, and the EMS agency, and EMS Medical Director(s), individually and collectively, as additional insured (except Workers Compensation Insurance), but only in so far as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County, its officer, agents, and employees, the EMS agency, and EMS Medical Director(s), shall be excess only and not contributing with insurance provided under the Contractor's policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar days advanced, written notice given to the County. Said insurance coverage shall have an annual aggregate limitation of not less than \$4,000,000 and shall provide for full coverage, and if such insurance policies have a deductible, such deductible shall be in an amount not to exceed ten thousand dollars (\$10,000) per occurrence.

c. Prior to the commencement of performing its obligations under this Agreement (and annually thereafter from such date), the Contractor shall provide certificates of insurance on the foregoing policies as required herein, to the EMS Agency, stating that such insurance coverage have been obtained and are in full force; that the County, its officer, agents, and employees, and the EMS agency, and EMS Medical Director(s), individually and collectively, are named as additional insured (except Workers Compensation Insurance), but only in so far as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County, its officer, agents, and employees, and the EMS agency, and EMS Medical Director(s), shall be excess only and not contributing with insurance provided under the Contractor's policies herein; that this insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar days advance, written notice given to the County; and that said insurance coverage shall have an annual aggregate limitation of not less than \$4,000,000 limitation and shall provide for full coverage, and that if such insurance policies have a deductible, such deductible shall be in an amount not to exceed ten thousand dollars (\$10,000) per occurrence.

d. Contractor may self-insure such of those risks as are identified in Section VII.E.11., above, with self-insurance plans, provided however, that:

(1) The County, its officers, agents, and employees, the EMS Agency and EMS Medical Director(s), individually and collectively, shall be named as additional insured (except the Workers Compensation Insurance Policy), on Contractor's self-insurance plans, but only insofar as the operations under this Agreement are concerned; and

(2) Such self-insurance plans shall be satisfactory to County approval of which shall be given prior to the commencement of Contractor's obligations under this Agreement; and

(3) All those provisions identified in Section VII.E.11., above, concerning the relationship of Contractor's primary and County's excess insurance or self-insurance to each other, the requirement of Contractor delivering a certificate of insurance to County, and the cancellation/change of insurance requirements shall apply to such self-insurance plans as though such self-insurance plans were insurance policies.

Any and all insurance provided pursuant to this Agreement shall be provided by an

insurance company acceptable to the County, and the policy or policies of insurance shall be acceptable to the County'.

12. Entire Agreement

The parties agree that all of the terms and conditions of this Agreement, and all recitals, documents, and exhibits attached hereto are incorporated herein as if set forth in full and shall be binding upon the parties and their successors-in-interest, assigns, and legal representatives, and that together these terms and conditions constitute the entire agreement of the parties with respect to the subject matter hereof. This Agreement shall supersede all previous negotiations, proposals, commitments, writing, understandings, and agreements of any nature whatsoever concerning the subject matter hereof unless expressly included in this Agreement. Ambiguities, if any, in the interpretation of the terms or conditions of this Agreement, or the application of such provisions to any person or circumstance, shall not be construed against either party. Unless otherwise specified herein, in the event of any inconsistency among the documents constituting this Agreement, such inconsistency shall be resolved by giving precedence according to the following order of priority (the first being the highest priority):

- a. To the text of this Agreement, excluding the Contractor's Proposal, the RFP and any addenda thereto, and any other attachments hereto;
- b. To any other attachments or exhibits to this Agreement;
- c. To any addenda to the RFP, the later-issued addenda having higher priority over the earlier-issued addenda;
- d. To the RFP; and
- e. To the Contractor's Proposal.

It is understood and agreed that if any language contained in the RFP, the Contractor's Proposal or any other document constituting this Agreement is not contained in the text of this Agreement, such omission shall not be interpreted as meaning that such language is not part of this Agreement unless expressly contradicted herein.

13. No Personal Liability of County or EMS Agency Officers, Agents or Employees or County Contractors

No member of the Board of Supervisors, officer, agent or employee of the County or the EMS Agency, and no officer, agent or employee of the County's contractors shall be personally liable for acting or failing to act under the terms and conditions of this Agreement.

14. County and EMS Agency Retain Privileges, Immunities, Rights and Defenses

Notwithstanding anything stated to the contrary in this Agreement, the County, the EMS Agency, and their respective officers, agents and employees shall retain all of their privileges, immunities, rights and defenses provided under the federal and state constitution and the laws and regulations thereunder in carrying out their respective obligations under this Agreement.

15. No Intended Third Party Beneficiaries to this Agreement

Notwithstanding any reference herein to the public's health and safety, or any other provision of this Agreement to the contrary, there shall not be any intended third party beneficiaries to this Agreement, provided however, if the EMS Agency is deemed to be or becomes a third party to this Agreement, the EMS Agency shall thereupon be deemed to be an intended third party beneficiary under this Agreement.

16. Survival of Contractor's Obligations Following Termination of this Agreement

Any and all of the Contractor's covenants and obligations contained in this Agreement which by their nature might not be fully performed or capable of performance before the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

17. Time is of the Essence

Contractor acknowledges and agrees that time is of the essence in the performance of its obligations under this Agreement.

18. Notices

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

<u>County</u>	<u>Contractor</u>
Director of Health Department of Health COUNTY OF KINGS 310 Campus Drive Hanford, CA 93230	General Manager K.W.P.H. Enterprises, Inc, dba American Ambulance 911 Sante Fe Avenue Fresno, CA 93721

Any and all notices between the County and the Contractor provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party, or sent via telephonic facsimile transmission with confirming written report of a completed transmission, provided however, that any notices of termination under this Agreement shall be deemed duly served only when delivered to the party so served. Any notices given pursuant to this Agreement shall not be considered amendments, modifications or variations to this Agreement.

19. Execution of Agreement

Contractor represents, covenants and assures to the County that Contractor has been advised by its attorneys concerning the contents of this Agreement and the Contractor has made the determination pursuant to that advice that this Agreement is legal, valid and binding on such party in accordance with the terms hereof.

Contractor further represents, covenants and assures to the County that the Contractor has full legal rights and authority to enter into this Agreement, that the Contractor's governing board

took all the necessary steps and actions, in compliance with the law, to enter into this Agreement.

Contractor further represents, covenants and assures to the County that the person executing this Agreement on behalf of Contractor has been duly authorized by the governing board of Contractor to execute this Agreement on behalf of Contractor and to fully bind Contractor to the terms and conditions of this Agreement.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020.

COUNTY OF KINGS

K.W.P.H Enterprises, dba  
American Ambulance

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

By: \_\_\_\_\_  
Todd Valeri, President,  
K.W.P.H. Enterprises  
2911 Tulare Avenue  
Fresno, CA 93721

ATTEST:

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

Approved and Endorsements Received:

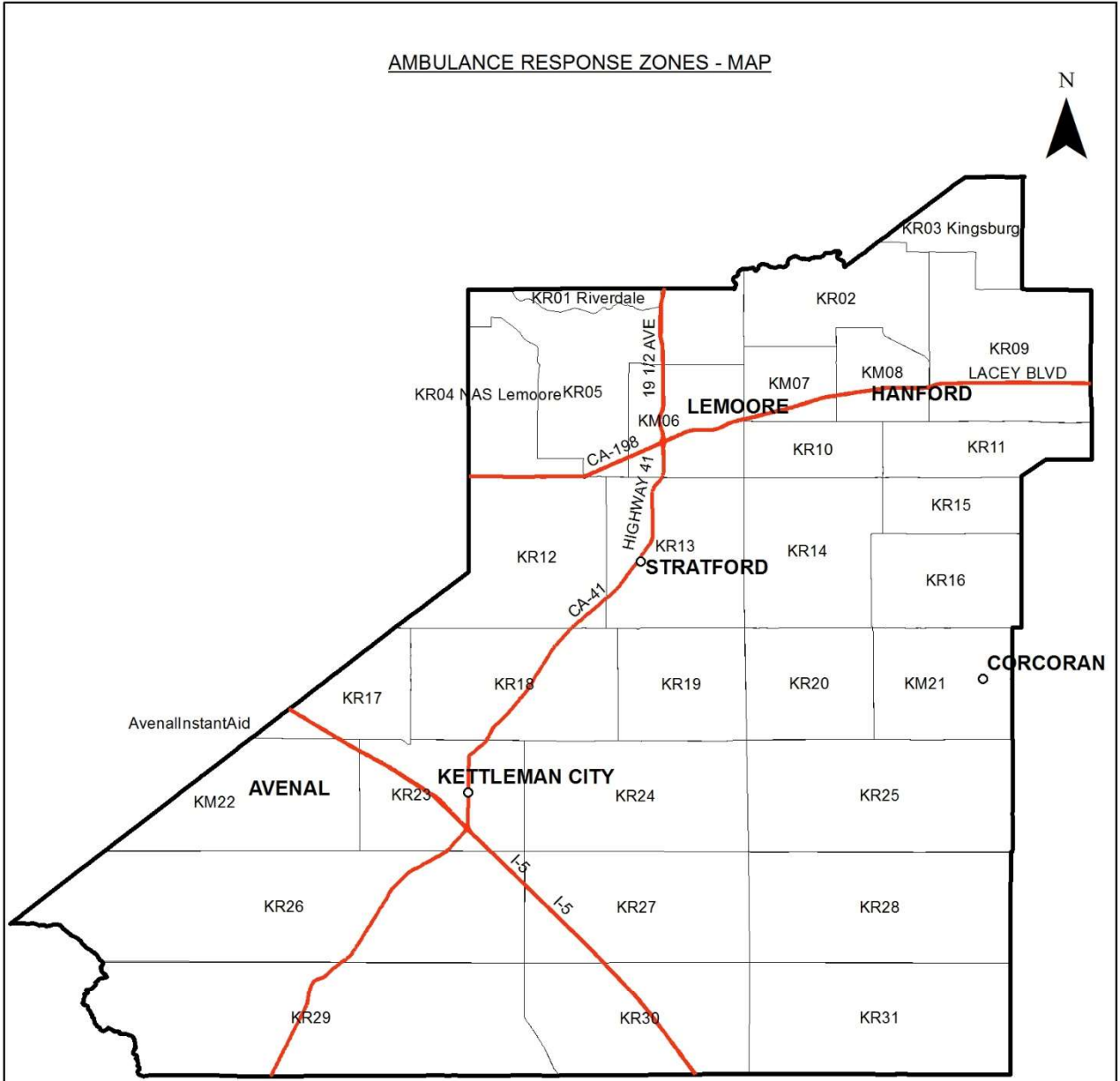
APPROVED AS TO FORM:  
Lee Burdick, County Counsel

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

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

Attachment A-1  
County of Kings  
Ambulance Response Zone Map

AMBULANCE RESPONSE ZONES - MAP





County of Kings  
Ambulance Response Zone - Description

EMERGENCY MEDICAL SERVICES PROVIDER AGREEMENT FOR  
EMERGENCY AMBULANCE SERVICE

AMBULANCE RESPONSE ZONES – DESCRIPTION

AMBULANCE RESPONSE ZONE 01

Beginning at the point where State Highway 41 and the Kings County/Fresno County line intersects; Thence west along the Kings County/Fresno County line to the intersection of the Kings County/Fresno County line and the Fresno Slough; Thence south and southeasterly along the Fresno Slough to the intersection of the Fresno Slough and the North Fork of the Kings River; Thence easterly along the North Fork of the Kings River to the intersection of the North Fork of the Kings River and State Highway 41; Thence north along State Highway 41 to the point of origin.

AMBULANCE RESPONSE ZONE 02

Beginning at the point where the Cairo Avenue alignment and the Kings County/Fresno County line intersects; Thence southwesterly along the Kings County/Fresno County line to the intersection of the Kings County/Fresno County line and the 16<sup>th</sup> Avenue alignment; Thence south along the 16<sup>th</sup> Avenue alignment to the intersection of 16<sup>th</sup> Avenue and Fargo Avenue; Thence east along Fargo Avenue to the intersection of Fargo Avenue and 12<sup>th</sup> Avenue; Thence north along 12<sup>th</sup> Avenue to the intersection of 12<sup>th</sup> Avenue and Flint Avenue; Thence east along Flint Avenue to the intersection of Flint Avenue and State Highway 43; Thence southeasterly along State Highway 43 to the intersection of State Highway 43 and the 8<sup>th</sup> Avenue alignment; Thence north along the 8<sup>th</sup> Avenue alignment to the intersection of 8<sup>th</sup> Avenue and Denver Avenue; Thence west along Denver Avenue to the intersection of Denver Avenue and 9<sup>th</sup> Avenue; Thence north along 9<sup>th</sup> Avenue to the intersection of 9<sup>th</sup> Avenue and Cairo Avenue; Thence west along Cairo Avenue to the point of origin.

AMBULANCE RESPONSE ZONE 03

Beginning at the point where the Kings County/Fresno County/Tulare County line and Boston Avenue alignment intersects; Thence southwesterly along the Kings County/Fresno County line to the intersection of the Kings County/Fresno County line and the Cairo Avenue alignment; Thence east along the Cairo Avenue alignment to the intersection of Cairo Avenue and 9<sup>th</sup> Avenue; Thence south along 9<sup>th</sup> Avenue to the intersection of 9<sup>th</sup> Avenue and Denver Avenue; Thence east along Denver Avenue to the intersection of Denver Avenue and 6<sup>th</sup> Avenue; Thence south along 6<sup>th</sup> Avenue to the intersection of 6<sup>th</sup> Avenue and Excelsior Avenue; Thence east along Excelsior Avenue to the intersection of Excelsior Avenue and the Kings County/Tulare County line; Thence north than west along the Kings County/Tulare County line to the point of origin.

#### AMBULANCE RESPONSE ZONE 04

Beginning at the point where the Kings County/Fresno County line and the Elgin Avenue alignment intersect; Thence south along the Kings County/Fresno County line to the intersection of the Kings County/Fresno County line and Jackson Avenue alignment (State Highway 198); Thence east along Jackson Avenue alignment (State Highway 198) to the intersection of Jackson Avenue (State Highway 198) and the 23rd Avenue alignment; Thence north along the 23rd Avenue alignment to the intersection of the 23rd Avenue alignment and the Idaho Avenue alignment; Thence west along the Idaho Avenue alignment to the intersection of the Idaho Avenue alignment and the 25th Avenue alignment; Thence north along the 25th Avenue alignment to the intersection of 25th Avenue (Grangeville Boulevard Bypass) and the Fargo Avenue alignment; Thence northwest along 25th Avenue (Grangeville Boulevard Bypass) to the intersection of 25th Avenue (Grangeville Boulevard Bypass) and Elgin Avenue; Thence west along the Elgin Avenue alignment to the point of origin.

#### AMBULANCE RESPONSE ZONE 05

Beginning at the point where the 16<sup>th</sup> Avenue alignment and the Kings County/Fresno County line intersects; Thence westerly along the Kings County/Fresno County line to the intersection of the Kings County/Fresno County line and State Highway 41; Thence south along State Highway 41 to the intersection of State Highway 41 and the North Fork of the Kings River; Thence westerly along the North Fork of the Kings River to the intersection of the North Fork of the Kings River and the Fresno Slough; Thence westerly along the Fresno Slough to the intersection of the Fresno Slough and the Kings County/Fresno County line; Thence west and then south along the Kings County/Fresno County line to the intersection of the Kings County/Fresno County line and the Elgin Avenue alignment; Thence east along the Elgin Avenue alignment to the intersection of Elgin Avenue and Grangeville Boulevard Bypass; Thence southeasterly along Grangeville Boulevard Bypass to the intersection of Grangeville Boulevard Bypass and the 25<sup>th</sup> Avenue alignment; Thence south along the 25<sup>th</sup> Avenue alignment (north/south Grangeville Boulevard Bypass) to the intersection of the 25<sup>th</sup> Avenue alignment and the Idaho Avenue alignment; Thence east along the Idaho Avenue alignment to the intersection of the Idaho Avenue alignment and the 23<sup>rd</sup> Avenue alignment; Thence south along the 23<sup>rd</sup> Avenue alignment to the intersection of the 23<sup>rd</sup> Avenue alignment and Jackson Avenue; Thence east along Jackson Avenue to the intersection of Jackson Avenue and 21<sup>st</sup> Avenue; Thence north along 21<sup>st</sup> Avenue and 21st Avenue alignment to the intersection of 21<sup>st</sup> Avenue and Grangeville Boulevard; Thence east along Grangeville Boulevard to the intersection of Grangeville Boulevard and 16<sup>th</sup> Avenue; Thence north along 16<sup>th</sup> Avenue to the point of origin.

#### AMBULANCE RESPONSE ZONE 06

Beginning at the point where Grangeville Boulevard and 16<sup>th</sup> Avenue intersects; Thence west along Grangeville Boulevard to the intersection of Grangeville Boulevard and 21<sup>st</sup> Avenue; Thence south along 21<sup>st</sup> Avenue and the 21<sup>st</sup> Avenue alignment to the intersection

of 21<sup>st</sup> Avenue and Jackson Avenue; Thence east along Jackson Avenue to the intersection of Jackson Avenue and 16<sup>th</sup> Avenue; Thence north along 16<sup>th</sup> Avenue to the point of origin.

AMBULANCE RESPONSE ZONE 07

Beginning at the point where Fargo Avenue and 12<sup>th</sup> Avenue intersects; Thence west along Fargo Avenue to the intersection of Fargo Avenue and 16<sup>th</sup> Avenue; Thence south along 16<sup>th</sup> Avenue to the intersection of 16<sup>th</sup> Avenue and Houston Avenue; Thence east along Houston Avenue to the intersection of Houston Avenue and 12<sup>th</sup> Avenue; Thence north along 12<sup>th</sup> Avenue to the point of origin.

AMBULANCE RESPONSE ZONE 08

Beginning at the point where State Highway 43 and Flint Avenue intersects; Thence west along Flint Avenue to the intersection of Flint Avenue and 12<sup>th</sup> Avenue; Thence south along 12<sup>th</sup> Avenue to the intersection of 12<sup>th</sup> Avenue and Houston Avenue; Thence east along Houston Avenue to the intersection of Houston Avenue and State Highway 43; Thence north and northeast along State Highway 43 to the point of origin.

AMBULANCE RESPONSE ZONE 09

Beginning at the point where Denver Avenue and 6<sup>th</sup> Avenue intersects; Thence west along Denver Avenue to the intersection of Denver Avenue and 8<sup>th</sup> Avenue; Thence south along 8<sup>th</sup> Avenue and the 8<sup>th</sup> Avenue alignment to where the 8<sup>th</sup> Avenue alignment intersects with State Highway 43; Thence south along State Highway 43 to the intersection of State Highway 43 and Houston Avenue; Thence east along Houston Avenue to the intersection of Houston Avenue and the Kings County/Tulare County line; Thence north and then west along the Kings County/Tulare County line to the intersection of the Kings County/Tulare County line and Excelsior Avenue; Thence west along Excelsior Avenue to the intersection of Excelsior Avenue and 6<sup>th</sup> Avenue; Thence north along 6<sup>th</sup> Avenue to the point of origin.

AMBULANCE RESPONSE ZONE 10

Beginning at the point where Houston Avenue and 10<sup>th</sup> Avenue intersects; Thence west along Houston Avenue to the intersection of Houston Avenue and 16<sup>th</sup> Avenue; Thence south along 16<sup>th</sup> Avenue to the intersection of 16<sup>th</sup> Avenue and Jackson Avenue; Thence east along Jackson Avenue to the intersection of Jackson Avenue and 10<sup>th</sup> Avenue; Thence north along 10<sup>th</sup> Avenue to the point of origin.

AMBULANCE RESPONSE ZONE 11

Beginning at the point where Houston Avenue and the Kings County/Tulare County line intersects; Thence west along Houston Avenue to the intersection of Houston Avenue and 10<sup>th</sup> Avenue; Thence south along 10<sup>th</sup> Avenue to the intersection of 10<sup>th</sup> Avenue and Jackson Avenue; Thence east along Jackson Avenue and the Jackson Avenue alignment to the intersection of the Jackson Avenue alignment and the Kings County/Tulare County

line; Thence north than east than north along the Kings County/Tulare County line to the point of origin.

#### AMBULANCE RESPONSE ZONE 12

Beginning at the point where the 22<sup>nd</sup> Avenue alignment and Jackson Avenue intersects; Thence west along the Jackson Avenue alignment (State Highway 198) to the intersection of State Highway 198 and the Kings County/Fresno County line; Thence south and southwesterly along the Kings County/Fresno County line to the intersection of the Kings County/Fresno County line and Nevada Avenue; Thence east along Nevada Avenue to the intersection of Nevada Avenue and 22<sup>nd</sup> Avenue; Thence north along 22<sup>nd</sup> Avenue and the 22<sup>nd</sup> Avenue alignment to the point of origin.

#### AMBULANCE RESPONSE ZONE 13

Beginning at the point where Jackson Avenue and 16<sup>th</sup> Avenue intersects; Thence west along Jackson Avenue to the intersection of the 22<sup>nd</sup> Avenue alignment; Thence south along the 22<sup>nd</sup> Avenue alignment to the intersection of 22<sup>nd</sup> Avenue and Nevada Avenue; Thence east along Nevada Avenue to the intersection of Nevada Avenue and 16<sup>th</sup> Avenue; Thence north along 16<sup>th</sup> Avenue to the point of origin.

#### AMBULANCE RESPONSE ZONE 14

Beginning at the point where Jackson Avenue and 10<sup>th</sup> Avenue intersects; Thence west along Jackson Avenue to the intersection of Jackson Avenue and 16<sup>th</sup> Avenue; Thence south along 16<sup>th</sup> Avenue to the intersection of 16<sup>th</sup> Avenue and Nevada Avenue; Thence east along Nevada Avenue to the intersection of Nevada Avenue and 10 ½ Avenue; Thence north along 10 ½ Avenue to the intersection of 10 ½ Avenue and Kansas Avenue; Thence east along Kansas Avenue to the intersection of Kansas Avenue and 10<sup>th</sup> Avenue; Thence north along 10<sup>th</sup> Avenue to the point of origin.

#### AMBULANCE RESPONSE ZONE 15

Beginning at the point where the Jackson Avenue alignment and the Kings County/Tulare County line intersects; Thence west along the Jackson Avenue alignment to the intersection of Jackson Avenue and 10<sup>th</sup> Avenue; Thence south along 10<sup>th</sup> Avenue to the intersection of 10<sup>th</sup> Avenue and Kansas Avenue; Thence east along Kansas Avenue to the intersection of Kansas Avenue and the Kings County/Tulare County line; Thence north along the Kings County/Tulare County line to the point of origin.

#### AMBULANCE RESPONSE ZONE 16

Beginning at the point where Kansas Avenue and the Kings County/Tulare County line intersects; Thence west along Kansas Avenue to the intersection of Kansas Avenue and 10 ½ Avenue; Thence south along 10 ½ Avenue to the intersection of 10 ½ Avenue and Nevada Avenue; Thence east along Nevada Avenue to the intersection of Nevada Avenue and the Kings County/Tulare County line; Thence north along the Kings County/Tulare County line to the point of origin.

#### AMBULANCE RESPONSE ZONE 17

Beginning at the point where Nevada Avenue and 30<sup>th</sup> Avenue intersects; Thence west along Nevada Avenue to the intersection of Nevada Avenue and the Kings County/Fresno County line; Thence southwesterly along the Kings County/Fresno County line to the intersection of the Kings County/Fresno County line and the Quebec Avenue alignment; Thence east along the Quebec Avenue alignment to the intersection of the Quebec Avenue alignment and 30<sup>th</sup> Avenue; Thence north along 30<sup>th</sup> Avenue to the point of origin.

#### AMBULANCE RESPONSE ZONE 18

Beginning at the point where Nevada Avenue and 21<sup>st</sup> Avenue intersects; Thence west along Nevada Avenue to the intersection of Nevada Avenue and 30<sup>th</sup> Avenue; Thence south along 30<sup>th</sup> Avenue to the intersection of 30<sup>th</sup> Avenue and the Quebec Avenue alignment; Thence east along the Quebec Avenue alignment to the intersection of the Quebec Avenue alignment and 21<sup>st</sup> Avenue; Thence north along 21<sup>st</sup> Avenue to the point of origin.

#### AMBULANCE RESPONSE ZONE 19

Beginning at the point where Nevada Avenue and the 16<sup>th</sup> Avenue alignment intersects; Thence west along Nevada Avenue to the intersection of Nevada Avenue and 21<sup>st</sup> Avenue; Thence south along 21<sup>st</sup> Avenue to the intersection of 21<sup>st</sup> Avenue and the Quebec Avenue alignment; Thence east along the Quebec Avenue alignment to the intersection of the Quebec Avenue alignment and the 16<sup>th</sup> Avenue alignment; Thence north along the 16<sup>th</sup> Avenue alignment to the point of origin.

#### AMBULANCE RESPONSE ZONE 20

Beginning at the point where Nevada Avenue and 10<sup>th</sup> Avenue intersects; Thence west along Nevada Avenue to the intersection of Nevada Avenue and the 16<sup>th</sup> Avenue alignment; Thence south along the 16<sup>th</sup> Avenue alignment to the intersection of the 16<sup>th</sup> Avenue alignment and the Quebec Avenue alignment; Thence east along the Quebec Avenue alignment to the intersection of the Quebec Avenue alignment and 10<sup>th</sup> Avenue; Thence north along 10<sup>th</sup> Avenue to the point of origin.

#### AMBULANCE RESPONSE ZONE 21

Beginning at the point where Nevada Avenue and the Kings County/Tulare County line intersects; Thence west along Nevada Avenue to the intersection of Nevada Avenue and 10<sup>th</sup> Avenue; Thence south along 10<sup>th</sup> Avenue to the intersection of 10<sup>th</sup> Avenue and the Quebec Avenue alignment; Thence east along the Quebec Avenue alignment to the intersection of Quebec Avenue and the Kings County/Tulare County line; Thence north along the Kings County/Tulare County line to the point of origin.

#### AMBULANCE RESPONSE ZONE 22

Beginning at the point where the Quebec Avenue alignment and the 34 ½ Avenue alignment intersects; Thence west along the Quebec Avenue alignment to the intersection

of the Quebec Avenue alignment and the Kings County/Fresno County line; Thence southwesterly along the Kings County/Fresno County line to the intersection of the Kings County/Fresno County line and the Tehama Avenue alignment; Thence east along the Tehama Avenue alignment to the intersection of the Tehama Avenue alignment and the 34 ½ Avenue alignment; Thence north along the 34 ½ Avenue alignment to the point of origin.

#### AMBULANCE RESPONSE ZONE 23

Beginning at the point where the Quebec Avenue alignment and 25<sup>th</sup> Avenue alignment intersects; Thence west along the Quebec Avenue alignment to the intersection of the Quebec Avenue alignment and the 34 ½ Avenue alignment; Thence south along the 34 ½ Avenue alignment to the intersection of the 34 ½ Avenue alignment and Tehama Avenue; Thence east along Tehama Avenue and the Tehama Avenue alignment to the intersection of the Tehama Avenue alignment and the 25<sup>th</sup> Avenue alignment; Thence north along the 25<sup>th</sup> Avenue alignment to the point of origin.

#### AMBULANCE RESPONSE ZONE 24

Beginning at the point where the Quebec Avenue alignment and the 16<sup>th</sup> Avenue alignment intersects; Thence west along the Quebec Avenue alignment to the intersection of the Quebec Avenue alignment and the 25<sup>th</sup> Avenue alignment; Thence south along the 25<sup>th</sup> Avenue alignment to the intersection of the 25<sup>th</sup> Avenue alignment and the Tehama Avenue alignment; Thence east along the Tehama Avenue alignment to the intersection of the Tehama Avenue alignment and the 16<sup>th</sup> Avenue alignment; Thence north along the 16<sup>th</sup> Avenue alignment to the point of origin.

#### AMBULANCE RESPONSE ZONE 25

Beginning at the point where Quebec Avenue and the Kings County/Tulare County line intersects; Thence west along Quebec Avenue and the Quebec Avenue alignment to the intersection of the Quebec Avenue alignment and the 16<sup>th</sup> Avenue alignment; Thence south along the 16<sup>th</sup> Avenue alignment to the intersection of the 16<sup>th</sup> Avenue alignment and the Tehama Avenue alignment; Thence east along the Tehama Avenue alignment to the intersection of the Tehama Avenue alignment and the Kings County/Tulare County line; Thence north along the Kings County/Tulare County line to the point of origin.

#### AMBULANCE RESPONSE ZONE 26

Beginning at the point where the Tehama Avenue alignment and the 25<sup>th</sup> Avenue alignment intersects; Thence west along the Tehama Avenue alignment to the intersection of the Tehama Avenue alignment and the Kings County/Fresno County line; Thence southwesterly along the Kings County/Fresno County line to the intersection of the Kings County/Fresno County line and the Kings County/Monterey County line; Thence southeasterly along the Kings County/Monterey County line to the intersection of the Kings County/Monterey County line and the Kings County Canal Company Lateral C alignment; Thence east along the Kings County Canal Company Lateral C alignment to the

intersection of the Kings County Canal Company Lateral C alignment and 25<sup>th</sup> Avenue; Thence north along 25<sup>th</sup> Avenue and the 25<sup>th</sup> Avenue alignment to the point of origin.

AMBULANCE RESPONSE ZONE 27

Beginning at the point where the Tehama Avenue alignment and the 16<sup>th</sup> Avenue alignment intersects; Thence west along the Tehama Avenue alignment to the intersection of the Tehama Avenue alignment and the 25<sup>th</sup> Avenue alignment; Thence south along the 25<sup>th</sup> Avenue alignment to the intersection of 25<sup>th</sup> Avenue and the Kings County Canal Company Lateral C alignment; Thence east along the Kings County Canal Company Lateral C alignment to the intersection of the Kings County Canal Company Lateral C alignment and the 16<sup>th</sup> Avenue alignment; Thence north along the 16<sup>th</sup> Avenue alignment to the point of origin.

AMBULANCE RESPONSE ZONE 28

Beginning at the point where the Tehama Avenue alignment and the Kings County/Tulare County line intersects; Thence west along the Tehama Avenue alignment to the intersection of the Tehama Avenue alignment and the 16<sup>th</sup> Avenue alignment; Thence south along the 16<sup>th</sup> Avenue alignment to the intersection of 16<sup>th</sup> Avenue alignment and the Kings County Canal Company Lateral C alignment; Thence east along the Kings County Canal Company Lateral C alignment to the intersection of the Kings County Canal Company Lateral C alignment and the Kings County/Tulare County line; Thence north along the Kings County/Tulare County line to the point of origin.

AMBULANCE RESPONSE ZONE 29

Beginning at the point where the Kings County Canal Company Lateral C alignment and 25<sup>th</sup> Avenue intersects; Thence west along the Kings County Canal Company Lateral C alignment to the intersection of the Kings County Canal Lateral C alignment and the Kings County/Monterey County line; Thence southeasterly along the Kings County/Monterey County line to the intersection of the Kings County/Monterey County line and the Kings County/San Luis Obispo County line; Thence south and east along the Kings County/San Luis Obispo County line to the intersection of the Kings County/San Luis Obispo County line and the Kings County/Kern County line; Thence east along the Kings County/Kern County line to the intersection of the Kings County/Kern County line and the 25<sup>th</sup> Avenue alignment; Thence north along the 25<sup>th</sup> Avenue alignment to the point of origin.

AMBULANCE RESPONSE ZONE 30

Beginning at the point where the Kings County Canal Company Lateral C alignment and the 16<sup>th</sup> Avenue alignment intersects; Thence west along the Kings County Canal Company Lateral C alignment to the intersection of the Kings County Canal Company Lateral C alignment and 25<sup>th</sup> Avenue; Thence south along 25<sup>th</sup> Avenue and the 25<sup>th</sup> Avenue alignment to the intersection of the 25<sup>th</sup> Avenue alignment and the Kings County/Kern County line; Thence east along the Kings County/Kern County line to the intersection of



the Kings County/Kern County line and the 16<sup>th</sup> Avenue alignment; Thence north along the 16<sup>th</sup> Avenue alignment to the point of origin.

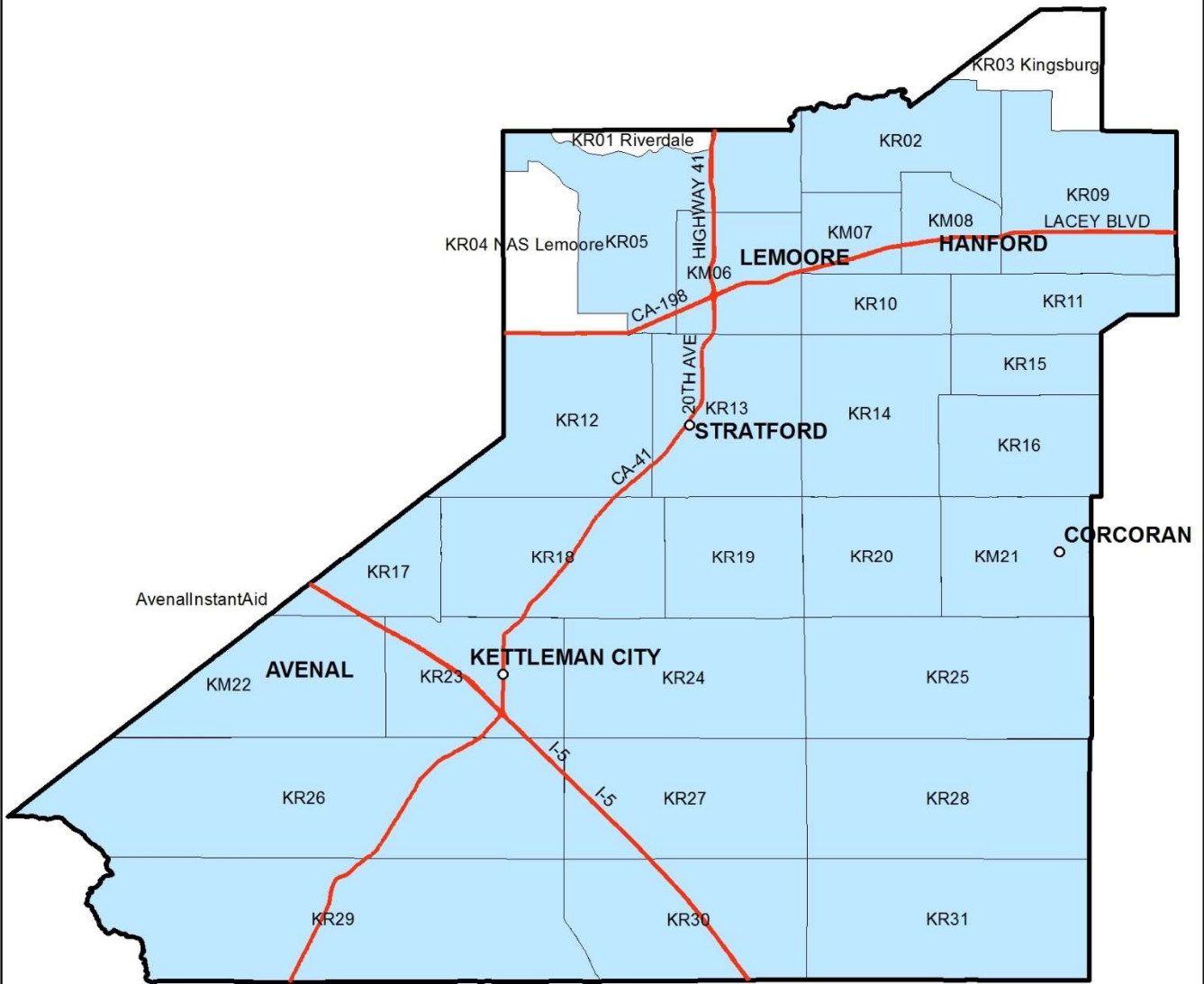
AMBULANCE RESPONSE ZONE 31

Beginning at the point where the Kings County Canal Company Lateral C alignment and the Kings County/Tulare County line intersects; Thence west along the Kings County Canal Company Lateral C alignment to the intersection of the Kings County Canal Company Lateral C alignment and the 16<sup>th</sup> Avenue alignment; Thence south along the 16<sup>th</sup> Avenue alignment to the intersection of the 16<sup>th</sup> Avenue alignment and the Kings County/Kern County line; Thence east along the Kings County/Kern County line to the intersection of the Kings County/Kern County line and the Tulare County line; Thence north along the Kings County/Tulare County line to the point of origin.



## Attachment B-1

### Exclusive Operating Area - Map

EXCLUSIVE OPERATING AREA - MAP



**Legend**

-  Areas not included in EOA
-  Exclusive Operating Area

## Attachment B-2

### Exclusive Operating Area - Description

AREAS OF KINGS COUNTY INCLUDED IN THE  
EXCLUSIVE OPERATING AREA  
DESCRIPTION

Ambulance Response Zone 02 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 05 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 06 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 07 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 08 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 09 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 10 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 11 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 12 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 13 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 14 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 15 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 16 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 17 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 18 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 19 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 20 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 21 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 22 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 23 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 24 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 25 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 26 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 27 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 28 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 29 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 30 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 31 – As described in Attachments A-1 and A-2.

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## Attachment B-3

### Areas of Kings County Not Included in the EOA Description

AREAS OF KINGS COUNTY NOT INCLUDED IN THE  
EXCLUSIVE OPERATING AREA  
DESCRIPTION

Ambulance Response Zone 01 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 03 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 04 – As described in Attachments A-1 and A-2.

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## Attachment B-4

# Metropolitan Response Area of the Exclusive Operating Area Description

METROPOLITAN RESPONSE AREAS OF THE  
EXCLUSIVE OPERATING AREA  
DESCRIPTION

The metropolitan response areas of the exclusive operating area includes the following:

Ambulance Response Zone 06 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 07 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 08 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 21 – As described in Attachments A-1 and A-2. Ambulance

Response Zone 22 – As described in Attachments A-1 and A-2.

## Attachment B-5

# Rural Response Area of the Exclusive Operating Area Description

RURAL RESPONSE AREAS OF THE  
EXCLUSIVE OPERATING AREA  
DESCRIPTION

The rural response areas of the exclusive operating area includes the following:

Ambulance Response Zone 02 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 05 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 09 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 10 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 11 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 12 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 13 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 14 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 15 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 16 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 17 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 18 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 19 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 20 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 23 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 24 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 25 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 26 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 27 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 28 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 29 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 30 – As described in Attachments A-1 and A-2.

Ambulance Response Zone 31 – As described in Attachments A-1 and A-2.

Central California EMS Agency  
Ambulance Rate Survey

County	Agency	ALS-1 Base Rate	ALS-1 Emergency Base Rate	ALS-2 Base Rate	BLS Base Rate	BLS Emergency Base Rate	Mileage (Per Mile)	Night Charge	Oxygen Admin.	EKG	Disposable Supplies	Non-Transport ALS Treatment	Non-Transport Assessment Charge	Stand-By (Waiting with Patient/ 15 min)	Special Event / Stand-By (2 staff) PER HOUR	Paramedic Intercept	Specialty Care Transport
Fresno	American Ambulance - Fresno EOA	\$1,194.00	\$1,890.50	\$2,736.25	\$995.00	\$1,592.00	\$7.50	*	*	*	*	\$500.00	\$200.00	\$40.00	*	\$1,741.25	\$3,233.75
Fresno	Coalinga City Fire Dept. Ambulance	\$1,410.00	\$1,410.00	\$1,410.00	\$1,410.00	\$1,410.00	\$32.00	*	\$120.00	\$195.00	\$225.00	\$325.00	\$325.00	\$18.38	*	*	*
Fresno	Kingsburg City Fire Dept. Ambulance	\$1,410.00	\$1,410.00	\$1,410.00	\$1,440.00	\$1,440.00	\$31.00	*	\$120.00	\$195.00	\$225.00	\$325.00	\$250.00	\$18.38	*	*	*
Fresno	Sanger City Fire Dept. Ambulance	\$1,200.00	\$1,200.00	*	\$1,000.00	\$1,000.00	\$28.00	\$28.00	\$100.00	\$135.00	\$0.00	\$325.00	\$150.00	\$0.00	*	\$0.00	*
Fresno	Selma City Fire Dept. Ambulance	\$1,200.00	\$1,200.00	\$1,400.00	\$1,000.00	\$1,000.00	\$26.00	\$105.00	*	*	*	\$150.00	\$0.00	*	*	*	*
Fresno	Sequoia Safety Council	\$1,400.00	\$1,400.00	\$1,700.00	\$1,200.00	\$1,200.00	\$35.00	*	\$120.00	*	*	\$500.00	\$200.00	\$40.00	*	*	*
Kings	American Ambulance - Kings County	\$996.00	\$1,577.00	\$1,577.00	\$830.00	\$1,328.00	\$39.50	*	*	*	*	\$500.00	\$150.00	\$30.00	*	\$766.50	*
Madera	Piostresi Ambulance	\$1,550.00	\$1,550.00	\$1,700.00	\$900.00	\$1,150.00	\$35.00	*	\$100.00	\$40.00	*	\$500.00	\$150.00	\$25.00	*	*	*
Madera	Sierra Ambulance	\$1,250.00	\$1,700.00	\$1,700.00	\$950.00	\$1,250.00	\$35.00	*	\$120.00	*	*	\$150.00	\$150.00	\$75.00	\$200.00	*	*
Tulare	American Ambulance of Visalia	\$1,256.00	\$1,958.30	\$2,863.20	\$1,002.40	\$1,657.00	\$43.40	*	*	*	*	\$809.30	\$528.20	\$53.00	\$53.00	\$1,810.90	\$3,364.00
Tulare	Camp Nelson Ambulance	\$1,256.00	\$1,958.30	\$2,863.20	\$1,002.40	\$1,657.00	\$43.40	*	*	*	*	\$809.30	\$528.20	\$53.00	\$53.00	\$1,810.90	\$3,364.00
Tulare	Dinuba City Fire Dept. Ambulance - City Resident	*	\$918.00	*	*	\$729.00	\$26.00	*	\$99.00	\$99.00	*	\$239.00	\$239.00	\$18.50	*	*	*
Tulare	Dinuba City Fire Dept. Ambulance - Non-City Resident	*	\$1,116.00	*	*	\$729.00	\$26.00	*	\$99.00	\$99.00	*	\$239.00	\$239.00	\$18.50	*	*	*
Tulare	Exeter Dist. Ambulance	\$1,256.00	\$1,958.30	\$2,863.20	\$1,002.40	\$1,657.00	\$43.40	*	*	*	*	\$809.30	\$528.20	\$53.00	\$53.00	\$1,810.90	\$3,364.00
Tulare	Imperial Ambulance Service - Porterville/Lindsey Area	\$1,256.00	\$1,958.30	\$2,863.20	\$1,002.40	\$1,657.00	\$43.40	*	*	*	*	\$809.30	\$528.20	\$53.00	\$53.00	\$1,810.90	\$3,364.00
Tulare	LifeStar Ambulance Service	\$1,256.00	\$1,958.30	\$2,863.20	\$1,002.40	\$1,657.00	\$43.40	*	*	*	*	\$809.30	\$528.20	\$53.00	\$53.00	\$1,810.90	\$3,364.00
	Average	\$1,278	\$1,573	\$2,150	\$1,053	\$1,320	\$35.50	\$ 66.50	\$ 109.75	\$ 127.17		\$487	\$ 315.25		\$ 77.50		\$ 3,342

Central California EMS Agency  
Ambulance Bill Scenerio Detail

Type	County	Agency	Ambulance Bill	Base Rate	Mileage Charge	Emergency Charge	Night Charge	Oxygen Charge	EKG Charge	Supplies	MEDS	IV
PRIVATE	Fresno	American Ambulance - Fresno EOA	\$ 2,088.00	\$ 1,890.50	\$ 197.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIRE	Fresno	Coalinga City Fire Dept Ambulance	\$ 2,110.00	\$ 1,410.00	\$ 160.00	\$ -	\$ -	\$ 120.00	\$ 195.00	\$ 225.00	\$ -	\$ -
FIRE	Fresno	Kingsburg City Fire Dept Ambulance	\$ 2,105.00	\$ 1,410.00	\$ 155.00	\$ -	\$ -	\$ 120.00	\$ 195.00	\$ 225.00	\$ -	\$ -
FIRE	Fresno	Sanger City Fire Dept Ambulance	\$ 1,575.00	\$ 1,200.00	\$ 140.00	\$ -	\$ -	\$ 100.00	\$ 135.00	\$ -	\$ -	\$ -
FIRE	Fresno	Selma City Fire Dept Ambulance	\$ 1,435.00	\$ 1,200.00	\$ 130.00	\$ -	\$ 105.00	\$ -	\$ -	\$ -	\$ -	\$ -
PRIVATE	Fresno	Sequoia Safety Council	\$ 1,695.00	\$ 1,400.00	\$ 175.00	\$ -	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ -
PRIVATE	Kings	American Ambulance - Kings County	\$ 1,774.50	\$ 1,577.00	\$ 197.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PRIVATE	Madera	Pistoresi Ambulance	\$ 1,875.00	\$ 1,550.00	\$ 175.00	\$ -	\$ -	\$ 100.00	\$ -	\$ 10.00	\$ -	\$ 40.00
PRIVATE	Madera	Sierra Ambulance	\$ 1,995.00	\$ 1,700.00	\$ 175.00	\$ -	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ -
PRIVATE	Tulare	American Ambulance of Visalia	\$ 2,175.30	\$ 1,958.30	\$ 217.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PRIVATE	Tulare	Camp Nelson Ambulance	\$ 2,175.30	\$ 1,958.30	\$ 217.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FIRE	Tulare	Dinuba City Fire Dept Ambulance - City Resident	\$ 1,345.00	\$ 918.00	\$ 130.00	\$ -	\$ 99.00	\$ 99.00	\$ 99.00	\$ -	\$ -	\$ -
FIRE	Tulare	Dinuba City Fire Dept Ambulance - Non-City Resident	\$ 1,543.00	\$ 1,116.00	\$ 130.00	\$ -	\$ 99.00	\$ 99.00	\$ 99.00	\$ -	\$ -	\$ -
PRIVATE	Tulare	Exeter Dist. Ambulance	\$ 2,175.30	\$ 1,958.30	\$ 217.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PRIVATE	Tulare	Imperial Ambulance Service - Porterville/Lindsey Area	\$ 2,175.30	\$ 1,958.30	\$ 217.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PRIVATE	Tulare	LifeStar Ambulance Service	\$ 2,175.30	\$ 1,958.30	\$ 217.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Central California EMS Agency  
Ambulance Bill Scenario**

**February 2020**

Scenario:

At 11:00pm, a paramedic ambulance responds Priority 1 (red lights and sirens) to a 56 year old male with chest pain. The ambulance crew arrives on scene and assesses the patient, provides low flow oxygen, and places the patient on a heart monitor. The paramedic administers two Aspirin tablets, administers one Nitroglycerine tablet, and starts an IV of lactated ringers. The paramedic also administers Nitro paste and Fentanyl, and performs a 12-lead ECG on the patient. The ambulance transports the patient 5 miles to the hospital.

The following is a list of each ambulance provider and its ambulance bill for the patient above:

<b>AMBULANCE BILL SCENARIO - HIGHEST AMBULANCE BILL TO LOWEST</b>			
<b>Type</b>	<b>County</b>	<b>Agency</b>	<b>Amb Bill</b>
PRIVATE	Tulare	American Ambulance of Visalia	\$ 2,175.30
PRIVATE	Tulare	Camp Nelson Ambulance	\$ 2,175.30
PRIVATE	Tulare	Exeter Dist. Ambulance	\$ 2,175.30
PRIVATE	Tulare	Imperial Ambulance Service - Porterville/Lindsey Area	\$ 2,175.30
PRIVATE	Tulare	LifeStar Ambulance Service	\$ 2,175.30
FIRE	Fresno	Coalinga City Fire Dept Ambulance	\$ 2,110.00
FIRE	Fresno	Kingsburg City Fire Dept Ambulance	\$ 2,105.00
PRIVATE	Fresno	American Ambulance - Fresno EOA	\$ 2,088.00
PRIVATE	Madera	Sierra Ambulance	\$ 1,995.00
PRIVATE	Madera	Pistoresi Ambulance	\$ 1,875.00
PRIVATE	Kings	American Ambulance - Kings County	\$ 1,774.50
PRIVATE	Fresno	Sequoia Safety Council	\$ 1,695.00
FIRE	Fresno	Sanger City Fire Dept Ambulance	\$ 1,575.00
FIRE	Tulare	Dinuba City Fire Dept Ambulance - Non-City Resident	\$ 1,543.00
FIRE	Fresno	Selma City Fire Dept Ambulance	\$ 1,435.00





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 13, 2020

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

**SUBJECT:** RESOLUTION RECOGNIZING OCTOBER 2020 AS BREAST CANCER  
AWARENESS MONTH IN KINGS COUNTY

**SUMMARY:**

**Overview:**

October is Breast Cancer Awareness month, a campaign that educates people about the importance of early detection for breast cancer. Each year in the United States, more than 250,000 women and men get breast cancer and 42,000 die from the disease.

**Recommendation:**

**Adopt a resolution recognizing October 2020 as Breast Cancer Awareness Month.**

**Fiscal Impact:**

There is no county cost associated with the participation or resolution supporting the Breast Cancer Awareness Month.

**BACKGROUND:**

Currently there is not sufficient knowledge on the causes of breast cancer, therefore, early detection of the disease remains the cornerstone of breast cancer control. When breast cancer is detected early, and if adequate diagnosis and treatment are available, there is a good chance that breast cancer can be deterred. Researchers, scientists, numerous organizations, and breast cancer survivors are dedicated to discovering the cure for breast cancer and, during the month of October, we acknowledge the extraordinary commitment and effort invested in this cause and support those who are working towards a cure.

**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.

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

\*\*\*\*\*

IN THE MATTER OF PROCLAIMING  
THE MONTH OF OCTOBER AS BREAST  
CANCER AWARENESS MONTH \_\_\_\_\_ /

RESOLUTION NO. 20-

WHEREAS, the County of Kings (“County”) recognizes joining communities throughout the nation in proclaiming October 2020 as Breast Cancer Awareness Month;

WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States, and is expected to be detected in 276,000 American Women in 2020;

WHEREAS, death rates from breast cancer have been declining, and this change is believed to be the result of earlier detection and improved treatment;

WHEREAS, mammography, an "x-ray of the breast;" is recognized as the single most effective method of detecting changes in breast tissue that may be cancer long before physical symptoms can be seen or felt;

WHEREAS, researchers, scientists, numerous organizations, and breast cancer survivors are dedicated to discovering the cure for breast cancer and, during the month of October, we acknowledge the extraordinary commitment and effort invested in this cause and support those who are working towards a cure; and

WHEREAS, we recognize the breast cancer survivors among us and honor their faith and courage. Over two and a half million American breast cancer survivors today give us hope of a better future for those affected by breast cancer.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Kings as follows:

1. The County of Kings hereby proclaims October 2020 as Breast Cancer Awareness Month in Kings County and encourages all employees and residents to raise awareness by wearing pink in October.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the 13th day of October, 2020, by the following vote:

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

By: \_\_\_\_\_  
Doug Verboon, Chairperson of the  
Board of Supervisors  
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 13th day of October, 2020.

By: \_\_\_\_\_  
Catherine Venturella,  
Clerk of the Board of Supervisors



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 13, 2020

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

**SUBJECT:** ADDENDUM TO CORCORAN FIRE SERVICES AGREEMENT

**SUMMARY:**

**Overview:**

On June 30, 2020, the most recent agreement for fire services with the City of Corcoran expired. This addendum to the Fire Services contract with the City of Corcoran extends the current agreement for one (1) year, commencing July 1, 2020 to July 1, 2021, unless terminated by either party.

**Recommendation:**

- a. Authorize the Chairman to sign the agreement for fire services with the City of Corcoran; and
- b. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

The City of Corcoran shall pay the Kings County Fire Department \$522,000 for the 2020-2021 fiscal year. The City of Corcoran shall pay the annual sum due in equal quarterly payments on September 30, December 31, March 31, and June 30 of the fiscal year, which is to be deposited into Fund 1200, Budget Unit 241000, Account 80004: Cities-City of Corcoran. This revenue amount has been included in the Fiscal Year 2020-2021 Proposed Budget.

**BACKGROUND:**

The Kings County Fire Department provides Fire Services to the City of Corcoran under an established agreement that formalizes each agency's responsibility. Over the past several years, the agreement for fire services between the County and City of Corcoran has been as follows:

(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

### ADDENDUM TO CORCORAN FIRE SERVICES AGREEMENT

October 13, 2020

Page 2 of 2

Fiscal Year	Agreement Amount	Difference
FY 12/13	\$400,000	
FY 13/14	\$410,000	\$10,000
FY 14/15	\$425,000	\$15,000
FY 15/16	\$350,000	(\$75,000)
FY 16/17	\$425,000	\$75,000
FY 17/18	\$466,100	\$41,100
FY 18/19	\$522,102	\$56,002
FY 19/20	\$522,102	\$0

In an effort to assist with increased costs of fire services, the City of Corcoran, at its Council meeting on July 24, 2018, approved a two-year contract in the amount of \$522,102 for the 2018-2019 fiscal year and \$522,102 for the 2019-2020 fiscal year.

As the Board directed at the May 8, 2018 study session, the City provided milestones for a fire district feasibility study. Those milestones are stated in the contract as follows:

The City shall, in furtherance of its feasibility study into the City forming a fire district, meet the following deadlines:

- (1) Select and hire a qualified consultant to perform the study by September 30, 2018.
- (2) Require and ensure that the consultant begins work on the study by October 31, 2018.
- (3) Require and ensure that the consultant completes the study by February 28, 2019.
- (4) Presentation and review of the final report and direction by the City Council by March 31, 2019.

This addendum and contract extension has been reviewed and approved by County Counsel and the City of Corcoran.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

**(A) New Appropriation**

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
<b>TOTAL</b>						

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Fire	Fire Department	Cities- Corcoran	1200	241000	80004	\$522,000
<b>TOTAL</b>						<b>\$522,000</b>

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
<b>TOTAL</b>						

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
<b>TOTAL</b>						

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

Dept. of Finance Approval \_\_\_\_\_ Department Head William Byrne

Administration Approval \_\_\_\_\_ Board Approval \_\_\_\_\_

BOS meeting date: \_\_\_\_\_

**ADDENDUM TO AGREEMENT FOR COUNTY FIRE SERVICES WITHIN  
THE CITY OF CORCORAN, CALIFORNIA**

The County of Kings (“County”) and City of Corcoran (“City”) do hereby amend, by Addendum, the August 14, 2018 Fires Services Agreement (Kings County Agreement No. 18-080 and City of Avenal Agreement No. 1340) as follows:

**Section 2. CONSIDERATION – CITY’S ANNUAL OBLIGATION.**

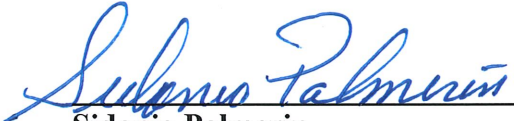
A. The City shall pay the amount of **\$522,000 for the 2020/21 Fiscal Year.**

**Section 3. TERM OF THE AGREEMENT.**

The term of the County’s duty to provide fire services to City under this Agreement shall **extend one (1) year, commencing on July 1, 2020**, unless terminated by either party.

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

\_\_\_\_\_  
**Doug Verboon, Chairman  
Kings County Board  
of Supervisors “County”**

  
\_\_\_\_\_  
**Sidonio Palmerin  
Mayor, City of Corcoran “City”**

**ATTEST:**

\_\_\_\_\_  
**Clerk, Board of Supervisors**

**ATTEST:**

  
\_\_\_\_\_  
**Marlene Spain,  
City Clerk of Corcoran**

**Approved as to Legal Form  
Lee Burdick**

**Approved as to Legal Form**

\_\_\_\_\_  
**Carrie R. Woolley,  
Assistant County Counsel**

  
\_\_\_\_\_  
**Mike Farley  
City Attorney**



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 13, 2020

**SUBMITTED BY:** Fire Department – Bill Lynch/ Amanda Verhaege

**SUBJECT:** RESOLUTION TO SUPPORT THE GREAT CALIFORNIA SHAKEOUT  
EARTHQUAKE DRILL

**SUMMARY:**

**Overview:**

The Great ShakeOut Day will be celebrated on Thursday October 15, 2020 this year. This annual event is the largest earthquake drill in the world, as many areas of the globe are prone to earthquakes. ShakeOut drills held worldwide on this day are an opportunity for communities to practice how to be safer during earthquakes, to update emergency plans and supplies, and to secure spaces to prevent damage and injuries that are posed by earthquake threats.

**Recommendation:**

- a. Encourage County agencies, businesses, and members of the public to register to participate in the Great ShakeOut drill and to prepare for emergencies in the County of Kings; and
- b. Adopt a Resolution supporting the Great California Shakeout that works towards becoming a safer community.

**Fiscal Impact:**

There is no county cost associated with the participation or resolution supporting the Great ShakeOut.

**BACKGROUND:**

Kings County, like much of California, is at risk to the impacts of earthquakes. Earthquakes are a profiled Hazard in the Kings County Operational Area Local Hazard Mitigation Plan. While no major fault systems are known to exist in Kings County, the potential for surface rupture exists as a minor threat and impacts of ground

(Cont'd)

**BOARD ACTION:**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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



## **Agenda Item**

### **RESOLUTION TO SUPPORT THE GREAT CALIFORNIA SHAKEOUT EARTHQUAKE**

#### **DRILL**

**October 13, 2020**

**Page 2 of 2**

shaking could cause damage in Kings County. The San Andreas fault is located less than four miles west of the Kings County line. Another large known fault, the White Wolf Fault, is located to the south near Arvin and Bakersfield. Much of the community reported feeling the 7.1 Ridgecrest Earthquake on July 4, 2019, and most recently felt the 5.8 earthquake centered in Lone Pine on June 24<sup>th</sup> of this year. These events are a reminder that the threat of earthquakes remain a hazard in Kings County and we must take steps to minimize threats to the safety of people who live, work, and play in Kings County.

The Great ShakeOut is a drill to practice how to be safer during big earthquakes by using the steps *Drop, Cover, and Hold on*, which involves the action of *DROP* to the ground, take *COVER* by getting under a sturdy desk or table; and *HOLD ON* to the sturdy surface until the shaking stops. This action offers the best overall level of protection in most situations and is backed by the earthquake experts such as the Federal Emergency Management Agency, the United States Geological Service, and many scientific academic centers.

Participants are also encouraged to look around, before and earthquake, and identify safe places for protection when the shaking starts. Ground shaking during an earthquake is seldom the cause of injury; collapsing walls or roofs, flying glass, and falling objects, cause most earthquake-related injuries and deaths. It is extremely important for a person to move as little as possible to reach the place of safety because most injuries occur as people try to move a short distance during the shaking. Safe places may include under a sturdy piece of furniture, or against an interior wall in your home, office or school. Standing inside a doorway is no longer considered a safe place as modern homes or doorways do not protect from falling or flying objects.

The website includes manuals for various types of educational institutions, businesses, and households to participate. Steps also encouraged include securing spaces by identifying hazards and moveable items, planning to be safe by developing a disaster plan and family communications plan, and building a disaster readiness kit. Great resources for preparedness can be found on the [shakeout.org](http://shakeout.org) website, [ready.gov](http://ready.gov) website, and the local Kings County OES website. These include checklists, activities, and manuals with items to consider including in a five-day emergency supply kit including water, shelf stable foods, can openers, flashlight, radios, etc.

We want the public to know that as government we work to prepare and ready in our own local planning efforts, exercises, and response. It is also important for the public to be aware that earthquakes may disrupt services like electricity, water, and sewer, cause fires, and limit access in and out of our areas. First response agencies will have to deal with the most serious life safety situations and may be unable to respond quickly to all issues in the community. We encourage the public to collaborate with us in taking steps to prepare now to stay safe on their own if possible and help the recovery of our community following an earthquake or other type of emergency.

This year, the Great ShakeOut will take place on October 15<sup>th</sup>. According to the website, more than 18.1 million participants have registered worldwide, including 5.5 million in California, and 5,346 in Kings County. The Office of Emergency Services and Fire Administration building will host their own Drop Cover and Hold On drill on this day followed by an Emergency Operations Center readiness drill, as the division is responsible for the maintenance and functioning of the facility.

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

\*\*\*\*\*

IN THE MATTER OF SUPPORTING THE  
GREAT CALIFORNIA SHAKEOUT AND  
WORKING TOWARD BECOMING A  
SAFER COMMUNITY /

RESOLUTION NO. 20-

WHEREAS, the County of Kings (“County”) recognizes that no community is immune from natural hazards, whether it be earthquake, wildfire, flood, winter storms, drought, heat waves, or dam failures, and recognizes the importance enhancing its ability to withstand natural hazards as well as the importance of reducing the human suffering, property damage, interruption of public services, and economic losses caused by those hazards;

WHEREAS, major earthquakes pose a particular, significant, and ongoing threat to the entire County region;

WHEREAS, the County has a responsibility to promote earthquake preparedness internally as well as externally with the public and plan appropriately for earthquake-related disasters;

WHEREAS, community resiliency to earthquakes and other disasters depends on the preparedness levels of all stakeholders in the community, which includes but is not limited to, individuals, families, schools, community organizations, faith-based organizations, non-profits, businesses, and governmental agencies;

WHEREAS, by encouraging participation in **The Great California ShakeOut** on October 15, 2020, the County has the opportunity to join and support all Californians by strengthening its community and regional resiliency;

WHEREAS, by supporting **The Great California ShakeOut**, the County can utilize the information on [www.ShakeOut.org/california](http://www.ShakeOut.org/california) to educate its residents regarding actions to protect life and property, including mitigating structural and non-structural hazards, empowering our residents to prepare their families for disasters by building emergency kits, and participating in earthquake drills; and

WHEREAS, by registering at [www.ShakeOut.org/california](http://www.ShakeOut.org/california), the Kings County community can participate in the ShakeOut “Drop Cover and Hold on” earthquake drill on October 15th, and encourage the public, schools, businesses, and other community stakeholders to also register.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Kings as follows:

1. The County of Kings hereby encourages participation in the Great California Shakeout by taking time to recognize and acknowledge the importance of preparing the County to build a safer community and reduce the loss of lives and property from a major earthquake event by taking proactive steps today.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the 13th day of October, 2020, by the following vote:

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

By: \_\_\_\_\_  
Doug Verboon, Chairperson of the  
Board of Supervisors  
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 13th day of October, 2020.

By: \_\_\_\_\_  
Catherine Venturella,  
Clerk of the Board of Supervisors



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 13, 2020

**SUBMITTED BY:** Public Works Department – Kevin McAlister / Dominic Tyburski  
**SUBJECT:** CONGESTION MITIGATION AND AIR QUALITY PROGRAM – SEAL OF VARIOUS KINGS COUNTY ROADWAYS  
**SUMMARY:**

**Overview:**

On April 30, 2019, your Board entered into an agreement with Pavement Coatings Company to cement treat roadway base and place a series of surface asphalt emulsion chips seals on roadway segments, which were in a state of failure. Pursuant to our contract with Pavement Coatings Company, a Notice of Completion shall be filed to provide notice to interested parties that this work has been completed.

**Recommendation:**

**Authorize the Chairman to sign the Notice of Completion for the Congestion Mitigation and Air Quality Program – Seal of Various Kings County Roadways Project.**

**Fiscal Impact:**

This project will not impact the General fund as it is programmed through the Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) program. The construction estimate is \$2,182,206 of which 67.79% will be federally reimbursable, and 32.21% will constitute the local match paid by the County Road Fund as shown in the adopted Fiscal Year 2020-2021 Budget, in Budget Unit 311000, Account 8222135 (Supplies & Materials).

**BACKGROUND:**

Kings County Public Works has programmed CMAQ Seal projects annually for the last 20 years. The roadway seal program is an effective way for the County to utilize CMAQ funding which has limited utility for a rural county. The seal projects improve air quality by sealing failed bituminous roads and extend the useful life of transportation corridors. In recent years, it has been necessary to hire private contractors to perform this work previously performed by County Roads crews due to Assembly Bill (AB) 720, which limits

(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**

### **CONGESTION MITIGATION AND AIR QUALITY PROGRAM – SEAL OF VARIOUS KINGS COUNTY ROADWAYS**

**October 13, 2020**

**Page 2 of 2**

the annual dollar amount a local agency can spend on certain self performed construction activities. This project includes cement treating the roadway base, which increases the strength of the base material reducing deflections due to traffic loads. The increased stiffness delays the onset of surface distress and extends pavement life. Roadway segments include; 10<sup>th</sup> Avenue, Redding to Seattle Aves., Racine Avenue, 4<sup>th</sup> to 6<sup>th</sup> Aves., and 5<sup>th</sup> Avenue, Orange to Nevada Aves.

When Recorded Return to:  
Department of Public Works  
Dominic Tyburski, P.E., Chief Engineer

## NOTICE OF COMPLETION

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. The work of Improvement is located at: Various Locations within Kings County, CA.
2. The Improvement is particularly described as: Cement treatment of roadway base and placement of multiple layers of asphalt emulsion chip seals on 10<sup>th</sup> Avenue from Redding to Seattle Aves., Racine Avenue from 4<sup>th</sup> to 6<sup>th</sup> Aves., and 5<sup>th</sup> Avenue from Orange to Nevada Aves.
3. The date of completion of the work of Improvement: September 4, 2020.
4. The owner of the work of Improvement: County of Kings.
5. The nature of the owner's interest or estate: County maintained road.
6. The name of the original contractor for the work of Improvement: Pavement Coatings Company.

I certify under penalty of perjury that the foregoing is true and correct. Dated this 13<sup>th</sup> day of October 2020.

---

Chairman, Board of Supervisors  
County of Kings, State of California

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Hanford, California, this 13<sup>th</sup> Day of October 2020.

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Chairman, Board of Supervisors  
County of Kings, State of California





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 13, 2020

**SUBMITTED BY:** Elections Department- Lupe Villa  
**SUBJECT:** NOVEMBER 3, 2020 GENERAL ELECTION UPDATE

### **SUMMARY:**

**Overview:**

The Registrar of Voters will give the Board an update on all activities related to the upcoming November 3, 2020 General Election.

**Recommendation:**

**Receive an update on the November 3, 2020 General Election.**

**Fiscal Impact:**

None.

### **BACKGROUND:**

The General Election is coming up on November 3, 2020. The Registrar of Voters will provide an update on all activities related to the upcoming election. This update will cover issues related to the upcoming election including, but not limited to, training, poll workers, polling locations, drop boxes, safety measures, and ballots.

**BOARD ACTION:**

APPROVED AS PRESENTED: \_\_\_\_\_ OTHER: \_\_\_\_\_

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

CATHERINE VENTURELLA, Clerk of the Board

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM October 13, 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;
- b. Receive an update on the State's roadmap for modifying the statewide order and take action as necessary; and
- c. Receive direction from the Board on placements of two 10 x 20 banners for the "I Mask" Campaign.

**Fiscal Impact:**

The County is tracking costs and revenue losses related to the emergency.

(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**

**October 13, 2020**

**Page 2 of 2**

#### **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 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 on mobile testing for COVID-19.

On October 8, 2020 the Kings County Board of Supervisors received two 10 x 20 banners with Jose Ramirez and the logo "I mask for my teammates" and staff will need direction from the Board as to where they would like to have them placed in the County.