

### Board Members

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



### Staff

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

## Board of Supervisors Regular Meeting Agenda

**Date:** Tuesday, April 20, 2021  
**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. On December 3, 2020, the State announced a regional Stay-at-Home order to slow the spread of COVID-19. In response to the State's additional restrictions, and for the protection of the public's health, the Board of Supervisors will convene their public meetings via video and teleconference as detailed below, and will close its Board Chambers to the public until further notice.

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[https://youtu.be/fPAHa\\_daQPw](https://youtu.be/fPAHa_daQPw) or go to [www.countyofkings.com](http://www.countyofkings.com) and click on the "Join Meeting" link.

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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 – Pastor Andrew Cromwell – Koinonia Church**  
**PLEDGE OF ALLEGIANCE**
  
- II. **UNSCHEDULED APPEARANCES**  
*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.*
  
- III. **APPROVAL OF MINUTES**
  - A. Approval of the minutes from the April 13, 2021 regular meeting.



**IV.**

**CONSENT CALENDAR**

**A. Public Health Department:**

1. a. Consider approving an Amended Grant Agreement for continued influenza and COVID-19 vaccination coverage; and
- b. Adopt the budget change. **(4/5 vote required)**

**B. Public Works Department:**

1. a. Consider authorizing the purchase of five new alternative fuel Toyota Rav 4 Hybrids; and
- b. Adopt the budget change. **(4/5 vote required)**

**C. Administration:**

1. Consider approving the FY 2020/2021 Health Insurance renewal rate that includes the following: a 0% increase, and a continuation of the Wellness Program that includes a \$50 incentive to be paid to eligible employees and their dependents who participate in the blood draw.

**V.**

**REGULAR AGENDA ITEMS**

**A. Human Services Agency – Sanja Bugay**

**District Attorney’s Office – Keith Fagundes**

1. Consider adopting a Resolution announcing April 2021 as Child Abuse Prevention Awareness Month.

**B. Public Health Department – Edward Hill/Everardo Legaspi**

1. a. Consider approving an Agreement with the California Health Collaborative for Adverse Childhood Experiences Aware Program related activities retroactively effective from August 5, 2020 to June 29, 2021; and
- b. Consider approving an Agreement with the Kings Partnership for Prevention for Adverse Childhood Experiences Aware Program related activities retroactively effective from August 5, 2020 to June 29, 2021; and
- c. Consider approving an Agreement with Kings United Way for Adverse Childhood Experiences Aware Program related activities retroactively effective from August 5, 2020 to June 29, 2021; and
- d. Delegate authority to the Director of Public Health to modify these agreements as necessary for program implementation so long as the changes are only ministerial without requiring further Board approval.

**C. Public Works Department – Dominic Tyburski**

1. a. Consider approving the construction Contract Change Order Number Two for D.H. Williams Construction Inc., for the Kings County Sheriff’s Operations Building Site Improvements; and
- b. Authorize the Public Works Director to sign Change Order Number Two.

**D. Administration – Rebecca Campbell**

**Public Health – Edward Hill**

1. 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.



**VI. 10:00 AM PUBLIC HEARING**

**A. Community Development Agency – Greg Gatzka/Alex Hernandez**

1. Conduct a Public Hearing; and
2. Adopt a Resolution which will accomplish the following:
  - a. Find that the rescission and creation of the Land Conservation “Williamson Act” contract is categorically exempt from environmental review under the *California Environmental Quality Act (CEQA Guidelines)* Section 15317.
  - b. Rescind Williamson Act Contract No. 214 and simultaneously enter into a new Land Conservation “Williamson Act” Contract No. 2096, and authorize the Chairman of the Board to sign the contract on behalf of the County.
  - c. Make certain findings pertaining to *California Government Code* Section 51257.
  - d. Direct the Community Development Agency to complete the administrative requirements, recordings, and make the required notices to property owners, County departments and State agencies.

**VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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

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

**VIII. CLOSED SESSION**

- ◆ **Litigation initiated formally.** The title is: *Leprino Foods Company v. County of Kings, et al. Kings County Superior Court Case No. 20C0159* [Govt. Code section 54956.9(d)(1)]

**IX. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, April 27, 2021, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

April 27	9:00 AM	Regular Meeting
May 4	9:00 AM	Regular Meeting
May 11	9:00 AM	Regular Meeting
May 18	9:00 AM	Regular Meeting
May 25	9:00 AM	Regular Meeting
June 1		Regular Meeting cancelled due to observance of Memorial Day on May 31, 2021
June 8	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**

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



**Staff**

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

**Board of Supervisors  
Regular Meeting Action Summary**

**Date:** Tuesday, April 13, 2021  
**Time:** 9:00 a.m.  
**Place:** Board of Supervisors Chambers, Kings County Government Center  
1400 W. Lacey Boulevard, Hanford, California 93230

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- I. **9:00 AM** **CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION – Chad Fagundes – Koinonia Church**  
**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.*  
**NONE**

- III. **APPROVAL OF MINUTES**  
**A.** Approval of the minutes from the April 6, 2021 regular meeting.  
**ACTION: APPROVED AS PRESENTED (DV, JN, RV, RF, CP-Aye)**



#### IV.

##### **CONSENT CALENDAR**

###### **A. Human Services Agency:**

1. Consider approving the Contract with RMC Enterprises, Inc. to build exterior windows on Building 8 of the Human Services Agency.

###### **B. Job Training Office:**

1. Consider authorizing the Chairman to sign the Application for Subsequent Local Area Designation and Local Board Recertification Program Year 2021-2023 for the provision of workforce services under the Workforce Innovation and Opportunity Act.

###### **C. Public Health Department:**

1. a. Consider authorizing the Director of Public Health to sign the Acceptance of Award for the Real-Time Allotment for the Tuberculosis Control Program; and  
b. Adopt the budget change. **(4/5 vote required)**

###### **D. Public Works Department:**

1. Consider accepting the dedication for In-Lieu Parcel Map No. 20-03 (Julie M. Martella) into the County Maintained Mileage.
2. a. Consider declaring 37 vehicles and three pieces of equipment as surplus; and  
b. Authorizing the sale of surplus equipment at public auction.

###### **E. Administration:**

1. a. Consider accepting the Coronavirus Emergency Supplemental Funding Program; and  
b. Adopt the budget change. **(4/5 vote required)**

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

#### V.

##### **REGULAR AGENDA ITEMS**

###### **A. Administration – Rebecca Campbell Waste Management – Bob Henry**

1. Consider accepting the quarterly report from Chemical Waste Management.

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

###### **B. Behavioral Health Department – Lisa Lewis/Unchong Parry**

1. Consider approving the Agreement with Kings View Corporation to provide Mental Health Services and Mental Health Services Act programs retroactively effective from July 1, 2020 to June 30, 2022. **[Agmt #21-035]**

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

###### **C. Community Development Agency – Greg Gatzka/Chuck Kinney**

1. Consider accepting the monthly report of Planning Commission's Actions.

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

###### **D. District Attorney's Office: Keith Fagundes/Phil Esbenshade**

1. Consider adopting a Resolution designating the week of April 18-24, 2021 as Kings County Crime Victim's Rights Week. **[Reso #21-021]**

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



**E. Public Health Department – Edward Hill/Heather Silva**

1. a. Consider approving the work and spending plans required for the Epidemiology and Laboratory Capacity Enhancing Detection Expansion Funding for continued support of the County's Coronavirus response; and
- b. Consider authorizing the Director of Public Health to amend, extend, or renew any future modifications to the work and spending plan, and sign any invoices pertaining to such; and
- c. Allocate 1.0 Full-Time Equivalent Fiscal Analyst III to the Department of Public Health Administration, Budget Unit 411100; and
- d. Approve the transfer of 1.0 Full-Time Equivalent Program Specialist from Budget Unit 419600 to Budget Unit 411300; and
- e. Adopt the budget change. **(4/5 vote required)**

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

**F. Public Works Department – Dominic Tyburski/Tim Breshears**

1. Consider approving the Notice of Completion for the Kings View Building Remodel Project to provide notice to interested parties that the work has been completed.

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

2. a. Consider providing direction to Public Works regarding which modifications to implement; and
- b. Authorize opening of Kings County parks to the public with chosen modifications effective Friday, April 16, 2021; and
- c. Terminate modifications when the State of California is fully reopened by Governor Newsom.

**ACTION: APPROVED AS PRESENTED WITH MODIFICATIONS TO WAIVE ALL FEES UNTIL JUNE 15, 2021 AND ALL SPECIAL EVENTS ARE ALLOWED SUBJECT TO SAFETY MODIFICATIONS AS OUTLINED IN THE RECOMMENDATION. (DV, JN, RV, RF, CP-Aye)**

3. a. Consider adopting a Resolution of Intent to Form a Zone of Benefit in Phase 5 of the Armona North Subdivision for infrastructure maintenance; and
- b. Set a Public Hearing for May 4, 2021 at 10 a.m. to hear testimony regarding the formation of Zone of Benefit 5; and
- c. Introduce and waive the first reading of the Ordinance to Impose a Parcel Tax for Road Improvement and Maintenance within Zone of Benefit 5. **[Reso #21-022]**

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

**G. Sheriff's Office – David Robinson**

1. Consider adopting a Resolution designating May 12, 2021 as Peace Officers' Memorial Day, and the week of May 9-15, 2021 as Police Week in Kings County with a Memorial Ceremony to be held on May 12, 2021. **[Reso #21-023]**

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

**H. Administration – Rebecca Campbell**

1. Consider authorizing the Chairman to sign a letter of opposition to Senate Bill 271 – the Sheriff Democracy and Diversity Act.

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



**I. Administration – Rebecca Campbell  
Public Health – Edward Hill**

1. 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.

**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 asked Public Health Director, Ed Hill to advise the Board on what message they can give to people who received the Johnson & Johnson vaccine. Ed Hill stated that that if someone received the Johnson & Johnson vaccine and has pain in their legs or behind their knees or any other symptoms to contact their primary care physician for follow up care.**

**Supervisor Neves stated that he participated in the Kings County First 5 Children & Families Commission, CalVans meeting, South Fork Kings Groundwater Sustainability Agency meeting, and Lemoore High School sports.**

**Supervisor Verboon stated he attended the Kings Speedway races which included grandstand seating, and stated that there were several outside events this past weekend around the County and participated in the Kings County Housing Authority meeting.**

**Supervisor Pedersen participated in the United States Department of Agriculture 30 by 30 program on climate change.**

- ◆ **Board Correspondence: Rebecca Campbell stated that she received a policy update that stated Chairman Pedersen is the representative for all rural counties in California on the National Association of Counties, Rural and Agriculture Committee. She stated the Board received a letter from Armona Community Services District regarding the COVID-19 impacts. She also stated that a Public Notice regarding permit modifications was received from Waste Management.**
- ◆ **Upcoming Events: Rebecca Campbell stated that Waste Managements Kettleman Hills Facility 6<sup>th</sup> annual information meeting will be held on April 21, 2021 at 5:30 p.m. via zoom, Victim Witness Quilt unveiling is set for April 22, 2021 at First Baptist Church and also virtually on the Victim Rights Facebook page, the Central Valley Regional Water Quality Control Board meeting is set for April 22, 2021 and on May 4, 2021 there will be an information session for Special Districts and COVID-19 relief funding.**
- ◆ **Information on Future Agenda Items: Rebecca Campell stated that the following items would be on a future agenda: Administration – COVID-19 update, Public Health Department – Amended California Immunization Grant, Public Health Department - Adverse Childhood Experiences Aware (ACE's) Subcontracts, Community Development Agency – Public Hearing, Rescission and Simultaneous Entering into a New Williamson Act Contract, Public Works Department – purchase of new alternative fuel vehicles, Human Services Agency/District Attorney's Office – Child Abuse Prevention Awareness Month Resolution, County Counsel – update to the Conflict of Interest Code, and Finance Department – final report on Coronavirus Relief.**



**VII. CLOSED SESSION**

♦ **Deciding to initiate litigation** 1 case [Govt. Code Section 54956.9 (d)(4)]

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

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

**IX. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, April 20, 2021, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

April 20	9:00 AM	Regular Meeting
April 20	1:00 PM	Board of Equalization Hearing – Leprino Foods
April 27	9:00 AM	Regular Meeting
May 4	9:00 AM	Regular Meeting
May 11	9:00 AM	Regular Meeting
May 18	9:00 AM	Regular Meeting
May 25	9:00 AM	Regular Meeting
June 1		Regular Meeting cancelled due to observance of Memorial Day on May 31, 2021
June 8	9:00 AM	Regular Meeting

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# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 20, 2021

**SUBMITTED BY:** Department of Public Health - Edward Hill  
**SUBJECT:** AMENDED CALIFORNIA IMMUNIZATION GRANT  
**SUMMARY:**

**Overview:**

The California Department of Public Health has increased funding to the Kings County Health Department for enhanced influenza and COVID-19 vaccination activities for Fiscal Year 2020-2021.

**Recommendation:**

- a. Approve an Amended Grant Agreement for continued influenza and COVID-19 vaccination coverage; and
- b. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

There is no impact to the County General Fund. This grant amendment increases the Fiscal Year 2020-2021 grant amount from \$332,995 to \$408,647, a \$75,652 increase, for Budget Unit 419600 (Health Department Grant Program). Federal funding is made available from the Centers for Disease Control, the California Immunization Grant, Catalog of Federal Domestic Assistance (CFDA) 93.268, and the State of California General Fund. This award is 100% federally funded. Funding under this grant shall not exceed \$408,647.

**BACKGROUND:**

The Kings County Department of Public Health has participated in the State's Immunization Program for over 20 years with the purpose of providing the required immunizations for children, adolescents, and adults based off the Federal Advisory Committee on Immunization Practices (APIC) recommendations. The purpose of the grant amendment is to increase funding to augment and enhance efforts around influenza vaccination coverage as well as perform COVID-19 vaccination planning and implementation.

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2021.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **AMENDED CALIFORNIA IMMUNIZATION GRANT**

**April 20, 2021**

**Page 2 of 2**

Vaccines teach the immune system to recognize and fight the virus that causes influenza and COVID-19. In 2020, federal constraints caused a decrease in funding for immunizations in Kings County. Due to the COVID-19 pandemic, vaccines are essential.

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

## CALIFORNIA IMMUNIZATION PROGRAM

Awarded By

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”**

**TO**

**Kings County Department of Public Health, hereinafter “Grantee”**

**Implementing the project, “To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ),” hereinafter “Project”**

### AMENDED GRANT AGREEMENT NUMBER 17-10310, A02

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

**AUTHORITY:** The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380 of the Health & Safety Code, which requires immunizations against childhood diseases prior to school admittance and Federal Grant numbers 6 NH23IP922612-01-01, 5 NH23IP922612-02-00 and 6 NH23IP922612-02-01.

**PURPOSE FOR AMENDMENT:** The purpose of the Grant amendment is to increase funding in the amount of \$75,652 for FY2020-21 to augment and enhance efforts around influenza vaccination coverage as well as perform Coronavirus Disease 2019 (COVID-19) vaccination planning and implementation.

**Amendments** are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

**AMENDED GRANT AMOUNT:** this amendment is to increase the grant by \$75,652 and is amended to read: **\$408,647 (Four Hundred Eight Thousand Six Hundred Forty-Seven Dollars)** ~~\$332,995 (Three Hundred Thirty Two Thousand Nine Hundred Ninety Five Dollars)~~.

Exhibit B – Budget Detail and Payment Provisions, paragraph 4.A is hereby replaced as shown below.

#### 4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed ~~\$332,995~~ **\$408,647**.

**PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant will be:

<b>California Department of Public Health, Immunization Branch</b>	Grantee: <b>Kings County Department of Public Health</b>
Name: Noemi Marin	Name: Nicole Fisher, Nursing Division Manager
Address: 850 Marina Bay Pkwy., Bldg. P, 2 <sup>nd</sup> Floor	Address: 330 Campus Drive
City, ZIP: Richmond, CA 94804	City, ZIP: Hanford, CA 93230
Phone: (510) 620-3737	Phone: (559) 852-2586
Fax: (510) 620-3774	Fax: (559) 852-0652
E-mail: Noemi.Marin@cdph.ca.gov	E-mail: Nichole.Fisher@co.kings.ca.us

Direct all inquiries to:

<b>California Department of Public Health, Immunization Branch</b>	Grantee: <b>Kings County Department of Public Health</b>
Attention: Robina Escalada	Attention: Nicole Fisher, Nursing Division Manager
Address: 850 Marina Bay Pkwy., Bldg. P, 2 <sup>nd</sup> Floor	Address: 330 Campus Drive
City, Zip: Richmond, CA 94804	City, Zip: Hanford, CA 93230
Phone: (510) 620-3729	Phone: (559) 852-2586
Fax: (510) 620-3774	Fax: (559) 852-0652
E-mail: Robina.Escalada@cdph.ca.gov	E-mail: Nichole.Fisher@co.kings.ca.us

All payments from CDPH to the Grantee; shall be sent to the following address:

<b>Remittance Address</b>
Grantee: <b>Kings County Department of Public Health</b>
Attention “Cashier”: Finance
Address: P.O. Box 13728
City, Zip: Sacramento, CA 95853
Phone: (559) 584-1401
Fax:
E-mail:

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

\_\_\_\_\_

\_\_\_\_\_  
Craig Pedersen  
Board of Supervisors - Chairman  
Kings County Department of Public Health  
1400 W. Lacey Blvd.  
Hanford, CA93230

Date:

\_\_\_\_\_

\_\_\_\_\_  
Jeff Mapes, Chief  
Contracts Management Unit  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.262, MS 1802  
P.O. Box 997377  
Sacramento, CA 95899-7377

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	HEALTH DEPT GRANT PROGRAM	SPECIAL DEPARTMENTAL	100000	419600/419900	92063	75,652
TOTAL						

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
GENERAL	HEALTH DEPT GRANT PROGRAM	INTERGOVT'L REV-FED GRANT	100000	419600/419900	86037	75,652
TOTAL						75,652

**(B) Budget Transfer:**

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

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

Explanation: **FY 20/21 #17-10310 A02. The California Department of Public Health (CDPH) has allocated an additional \$34,312 for enhanced influenza activities as well as \$41,340 for COVID-19 vaccination activities.**

Auditor Approval \_\_\_\_\_ Department Head \_\_\_\_\_

CAO Approval \_\_\_\_\_ Board Approval \_\_\_\_\_



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 20, 2021

**SUBMITTED BY:** Public Works Department - Dominic Tyburski/Rhonda Mann

**SUBJECT:** GRANT PURCHASE OF NEW ALTERNATIVE FUEL VEHICLES

**SUMMARY:**

**Overview:**

The San Joaquin Valley Air Pollution Control District (SJVAPCD) offers a competitive grant to provide additional funding for purchasing zero-emission or low emission vehicles. The district has accepted the Public Works Department application and contract to buy five (5) new Alternative Fuel Toyota Rav 4 Hybrids.

**Recommendation:**

- a. Authorize the purchase of five new alternative fuel Toyota Rav 4 Hybrids; and
- b. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

The total cost of the five vehicles is \$199,175. This grant will provide funding up to \$100,000 towards the purchase of the five vehicles at \$20,000 per vehicle. The remaining balance of \$99,175 will come the fleet fund.

**BACKGROUND:**

All purchases will be funded out of the Vehicle Replacement Fund, and will be partially reimbursed by SJVAPCD grant. These vehicles will be assigned to the Motor pool for use by all departments. Currently, Chevrolet Volts, which are gas/electric vehicles, are well liked by County employees due to their reliability, and are used frequently. If approved, these cars will be clean air vehicle additions to the County's Motorpool. The net cost to the County for each vehicle will be approximately \$20,000. If approved, Fleet will order and purchase these vehicles. The Rav 4 is the only gas/electric car that is approved by the grant for this year. The Purchasing Department put requested bids and the only response was from Freeway Toyota.

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2021.

CATHERINE VENTURELLA, Clerk of the Board

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

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
Public Works	Fleet	Sedan	500100	925600	94001	199,175
<b>TOTAL</b>						<b>199,175</b>

Funding Sources:						
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Fleet	925600		500100	925600	88025	100,000
Fleet	925600		500100	925600		99,175
<b>TOTAL</b>						<b>199,175</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>						<b>0</b>

Transfer To:						
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
<b>TOTAL</b>						<b>0</b>

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

Auditor Approval \_\_\_\_\_ Department Head \_\_\_\_\_

CAO Approval \_\_\_\_\_ Board Approval \_\_\_\_\_





**COUNTY OF KINGS**  
**PURCHASING DIVISION BUILDING 6**  
 1400 W. Lacey Blvd, Hanford CA 93230

**REQUEST FOR BID**

THIS IS NOT AN ORDER

If further information is required, please contact:

Date: 3-25-2021

**Purchasing Assistant, Art Perez**  
 Tele: 559-852-2539 Email: [purchasing@countyofkings.com](mailto:purchasing@countyofkings.com)

Request for Bid No: 2021-51

**BIDS TO BE RETURNED TO THE ABOVE EMAIL ADDRESS:** Return Bid by: 04/06/2021@ 4 P.M.

The following to be completed by vendor:

**IMPORTANT:** All bids must be returned to the Purchasing Division by date and time shown at the address above or risk rejection. Indicate **BID NUMBER** and **BID CLOSING DATE** on outside of envelope. **This is not a sealed bid.**

**BIDDER TO COMPLETE**

Undersigned agrees to furnish the commodities as stipulated in this Request for Bid at the prices, terms, and conditions stated. Complete delivery will be made within 150 calendar days after receipt of order. A cash discount of  -  %  -  days will apply. Thirty (30) days minimum period considered for award purposes.

Signed By: Pat Ireland Company: Freeway Toyota of Hanford  
 Title: Fleet Sales Manager Address: 1835 Glendale Ave  
 Date: 3-31-21 City: Hanford State: CA Zip Code: 93230  
 Email Address: patireland1962@yahoo.com Phone No. 559-707-5735 Fax No. 559-941-4601

FOB point shall be Destination unless otherwise specified. Terms shall be NET 30 days unless otherwise specified. **NOTICE: Bid on each item separately unless instructions read otherwise. Attach complete specifications for any substitutions offered or when clarification is desirable or necessary.**

**VEHICLES – FIVE (5) NEW AND UNUSED 2021 TOYOTA RAVE4 PRIME SE**

The County of Kings, through its Purchasing Manager is hereby accepting bids for the purchase of **VEHICLES, FIVE (5) NEW AND UNUSED 2021 TOYOTA RAVE4 PRIME SE** per specifications on the attached pages.

The awarded vendor will provide the County with all required documents for the vehicle to be registered with the California Department of Motor Vehicles.

**AWARD:** To award the bid on the basis of availability of vehicles meeting specifications.

Bids on other than this form will be subject to rejection. Do not include Federal Excise Tax. Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all bids and to waive any informalities or irregularities in bids.

**\*\*\*THESE MUST BE DELIVERED AND INVOICED PRIOR TO JUNE 30, 2021\*\*\***

**PRICING:**

**ITEM #1 – OPTION #1**

**VEHICLE – FIVE (5) NEW AND UNUSED 2021 TOYOTA RAV4 PRIME SE**

UNIT PRICE:	\$ <u>37049.00</u>	x 5	= \$ <u>185,245.00</u>
Delivery or Shipping: (If applicable)	\$ <u>0</u>	x 5	= \$ <u>0</u>
Electronic DMV Fee:	\$ <u>0</u>	x 5	= \$ <u>0</u>
Documentation Fee:	\$ <u>85.00</u>	x 5	= \$ <u>425.00</u>
Vehicle Tire Fee: (non-taxable)	\$ <u>8.75</u>	x 5	= \$ <u>43.75</u>
	Sub-Total		= \$ <u>185,713.75</u>
	7.25% California State Sales Tax		= \$ <u>13,461.08</u>
	GRAND TOTAL		= \$ <u>199,174.83</u>

State Model Bidding 2021 RAV4 Prime SE AWD 4544

Warranty Standard Factory – State for Parts: 3yr / 36,000 miles State for Labor: 3yr / 36,000 miles  
Drive train 5yr / 160,000 miles  
Hybrid / Electric Components 8yr / 100,000 miles

## SPECIFICATIONS

**FIVE (5) NEW AND UNUSED 2021 TOYOTA RAV4 PRIME SE**

STATE COMPLIANCE AND/OR  
SPECIFICATIONS

Five (5) new and unused 2021 Toyota RAV4 Prime SE	Comply
Standard Chassis	comply
Engine type -Hybrid	Comply
Standard wheel drive	comply
Automatic Transmission	Comply
Air Conditioning	Comply
Remote Start – Optional	Not included
Electronic Backup or Vehicle Alarm – Optional	Not included
Standard Battery	comply
Standard Mirrors	comply
Standard Tires	Comply
Standard Seats	Comply
Standard material of Seats	comply
Power Windows and Door Locks	Comply
Cruise Control	Comply
Standard Tinted Windows	Comply
Backup Camera with Sensor	CAMERA no Sensor
Fog Lights – Optional	not included
Remote Keyless Entry	comply
Phone Bluetooth	Comply
Carpet including Floor Mats	comply
One (1) Extra Sets of Keys including Fob	comply
Exterior Color White	Comply
Standard Interior Color	Comply
<b>***Dealership Register Vehicle with California Exempt Plates***</b>	comply
F.O.B. TO: Kings County Shops, 11827 S. 11 <sup>th</sup> Ave., Hanford, Ca. 93230	Comply

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:**

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Fleet	925600		500100	925600		99,175
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**(B) Budget Transfer:**

**Transfer From:**

FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
					TOTAL	0

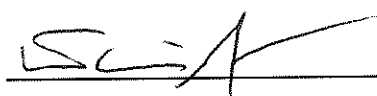
**Transfer To:**

FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
					TOTAL	0

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

Auditor Approval \_\_\_\_\_

Department Head



CAO Approval \_\_\_\_\_

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 20, 2021

**SUBMITTED BY:** Administration – Rebecca Campbell/Sande Huddleston

**SUBJECT:** HEALTH INSURANCE RENEWAL FOR FY 2021/2022

**SUMMARY:**

**Overview:**

The County's employee self-insured Health Insurance Plan is scheduled to renew on July 1, 2021. The Health Insurance Advisory Committee has met with the broker/consultants, Burnham Benefits, to review plan experience and explore options.

**Recommendation:**

**Approve the FY 2020/2021 Health Insurance renewal rate that includes the following: a 0% increase, and a continuation of the Wellness Program that includes a \$50 incentive to be paid to eligible employees and their dependents who participate in the blood draw.**

**Fiscal Impact:**

The industry trend is averaging a nine to 12% increase, however, due to a combination of our claims experience, our broker getting us the best possible rates, and changing to Amalgamated Life for our stop loss carrier, we have no increase to our FY 2021/2022 Health Insurance Premium.

**BACKGROUND:**

The County's Health Insurance Plan has been self-funded for the past 16 fiscal years. Experience from the first nine months of this fiscal year has been, on average, at or below the projections used to determine premium rates for the current year.

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2021.

CATHERINE VENTURELLA, Clerk of the Board

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

## **Agenda Item**

### **HEALTH INSURANCE RENEWAL FOR FY 2021/2022**

**April 20, 2021**

**Page 2 of 2**

On April 3, 2021, the Health Insurance Advisory Committee met by conference call to review updated renewal information with Burnham Benefits and to vote on recommendations to bring to your Board. The Health Insurance Advisory Committee voted on the following:

- 1) Recommend that the County Health Plan change to Amalgamated Life stop loss carrier.  
(Vote: unanimous)
  
- 2) Recommend that dental benefits increase for Basic Services (fillings, posterior composites, sealants, space maintainers and denture repair/relining, root canals, gum treatment) from 80% to 100%. They also recommend that the dental plan cover Occlusal Guards at 50%.  
(Vote: unanimous)



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 20, 2021

**SUBMITTED BY:** Human Services Agency – Sanja Bugay  
Kings County District Attorney’s Office – Keith Fagundes

**SUBJECT:** CHILD ABUSE PREVENTION AWARENESS MONTH RESOLUTION

**SUMMARY:**

**Overview:**

National Child Abuse Prevention Awareness Month shines a light on child abuse and encourages everyone to commit themselves to taking action to protect the youth in the community. With support from the community, parents can increase their capacity to provide safe and healthy homes for their children. As residents of Kings County, the community has the power to prevent child abuse by doing simple acts to support children and their parents or by volunteering at a local community based organization.

**Recommendation:**

**Adopt a Resolution announcing April 2021 as Child Abuse Prevention Awareness Month.**

**Fiscal Impact:**

None.

**BACKGROUND:**

April was first declared Child Abuse Prevention Awareness Month by presidential proclamation in 1983. Since then, April has been a time to acknowledge the importance of families and communities working together to prevent child abuse. This is also a time to promote the social and emotional well-being of children and families.

During the month of April and throughout the year, communities are encouraged to share child abuse and neglect prevention awareness strategies and activities and promote prevention across the country.

(Cont’d)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2021.

CATHERINE VENTURELLA, Clerk of the Board

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

## **Agenda Item**

### **CHILD ABUSE PREVENTION AWARENESS MONTH RESOLUTION**

**April 20, 2021**

**Page 2 of 2**

Adopting a resolution to designate April 2021 as Child Abuse Prevention Awareness Month in Kings County will provide an opportunity for the Board to honor local service providers and bring awareness to the social issues of child abuse and neglect.

Nearly 477,614 reports of child maltreatment were called in to Child Protective Services throughout California in 2019. Nearly 2,657 of those reports were received in Kings County. The entire community feels the effects of child abuse and neglect. As a community, Kings County needs to create ways to get involved in a meaningful solution.

The Human Services Agency (HSA) and the District Attorney's Office (DA) are partnering to sponsor the following events this month to raise awareness for the local community:

1. Pinwheels for Prevention campaign: Pinwheels are the national symbol for child abuse awareness and will be displayed around the county.
2. "Wear the Blue" on April 23, 2021. HSA and the DA are asking everyone to wear blue shirts to support and honor child abuse prevention awareness.
3. Events to paint and display rocks to support and honor child abuse prevention awareness during the month of April.

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





2. The official proclamation shall be presented to the Kings County Human Services Agency on April 20, 2021.

The foregoing Resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held \_\_\_\_\_, by the following vote:

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

---

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

IN WITNESS WHEREOF, I have set my hand this 20th day of April 2021.

---

Catherine Venturella,  
Clerk of said Board of Supervisors



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 20, 2021

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

**SUBJECT:** ADVERSE CHILDHOOD EXPERIENCES AWARE SUBCONTRACTS

**SUMMARY:**

**Overview:**

Adverse Childhood Experiences and toxic stress represent a public health crisis. A consensus of scientific research demonstrates that cumulative adversity, especially when experienced during childhood development, is a root cause to some of the most harmful, persistent, and expensive health challenges facing the state and the nation. California is leading the way in training and providing payment to Medi-Cal providers for Adverse Childhood Experiences screenings to significantly improve health and well-being across the state’s communities.

**Recommendation:**

- a. Approve an Agreement with the California Health Collaborative for Adverse Childhood Experiences Aware Program related activities retroactively effective from August 5, 2020 to June 29, 2021; and
- b. Approve an Agreement with the Kings Partnership for Prevention for Adverse Childhood Experiences Aware Program related activities retroactively effective from August 5, 2020 to June 29, 2021; and
- c. Approve an Agreement with Kings United Way for Adverse Childhood Experiences Aware Program related activities retroactively effective from August 5, 2020 to June 29, 2021; and
- d. Delegate authority to the Director of Public Health to modify these agreements as necessary for program implementation so long as the changes are only ministerial without requiring further Board approval.

**Fiscal Impact:**

There is no impact to the General Fund associated with the recommended action. The recommended  
(Cont’d)

BOARD ACTION :

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2021.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **ADVERSE CHILDHOOD EXPERIENCES AWARE SUBCONTRACTS**

**April 20, 2021**

**Page 2 of 3**

agreements with the California Health Collaborative in the amount of \$195,002; with the Kings Partnership for Prevention in the amount of \$62,000; and with Kings United Way in the amount of \$64,678 are currently budgeted in Budget Unit 419600 (Health Department Grant Program), Account 92047 (Contractual Services), and is fully budgeted in the approved Adverse Childhood Experiences Aware grant.

#### **BACKGROUND:**

On August 4, 2020, the Board approved a grant agreement between the Kings County Department of Public Health (KCDPH) and Aurrera Health to carry out activities related to the Adverse Childhood Experiences (ACEs) Aware initiative. The grant application was submitted in partnership with the California Health Collaborative (CHC), Kings United Way (KUW), and the Kings Partnership for Prevention (KPPF). The details regarding the specific roles of the grant partners were previously approved.

Due to the prioritization of Coronavirus 2019 (COVID-19) related activities, there has been an extended delay in establishing subcontracts with the grant partners. As presented on August 4, 2020, the partners were selected due to their extensive experience carrying out similar initiatives, and their connections to the network of care that will help Kings County residents mitigate the impact of ACEs-related health conditions. As such, Sole Source justifications were submitted to, and approved by, the Purchasing division.

To date, the grant partners have carried out the proposed activities and the ACEs Aware Kings Collaboration was recently recognized as the Most Innovative Prevention Program by community members, and received a 2020 Kings County Prevention Award. The grant partners have been willing to continue to operate this innovative prevention program in good faith that the Health Department will establish the subcontracts and provide the agreed upon compensation for their work. The delay in establishing the subcontracts was due to limited personnel needed to carry out COVID-19 activities. The Program Manager overseeing the ACEs Aware program has been part of the Department Operation Center as the Incident Public Information Officer; leading the efforts to establish and operate the OptumServe testing site, and is currently supervising the COVID-19 vaccine call center among numerous other tasks and responsibilities related to COVID-19. There were also delays in the review and approve process by subcontractors also experiencing administrative challenges associated with the COVID-19 pandemic.

The following is a summary of the agreements recommended for approval:

1. California Health Collaborative (CHC) Agreement amount: \$195,002 – Develop and provide a supplemental ACEs Aware training targeted to the staff of Medi-Cal providers focusing, but not limited to, introduction to ACEs, Screening Tools, Trauma Informed Care, Toxic Stress and promoting resilience. Additionally, CHC will plan and facilitate peer-to-peer and network of care engagement events.
2. Kings Partnership for Prevention (KPPF) Agreement amount: \$62,000 – Develop Kings County ACEs Aware website. Leverage KPPF's existing network of care to enhance awareness and knowledge of ACEs. Create Kings ACEs Aware Collaboration related social media content. Provide logistical and technological support to grant partners.
3. Kings United Way (KUW) Agreement amount: \$64,678 – Research, evaluate and select a provider for the Community Information Exchange (CIE) platform. Assist in the planning, coordinating and facilitating of Kings ACEs Aware Collaboration training and engagement events.

## **Agenda Item**

### **ADVERSE CHILDHOOD EXPERIENCES AWARE SUBCONTRACTS**

**April 20, 2021**

**Page 3 of 3**

Total contracts: \$321,680

The mission of the KCDPH is to promote and protect the health and well-being of Kings County residents through education, prevention, and intervention. KCDPH cannot accomplish its mission however, without the collaboration and engagement of all the entities that make up the network of care that will be necessary to address the long-term ACEs-related health impacts. The training, engagement activities, and communications plan supported with ACEs Aware Grant funds have allowed KCDPH to raise awareness about the role ACEs play in the communities' health, and lead the collaborative effort necessary to mitigate the impact. The request being brought forth before the Board is long overdue, and establishing the related subcontracts are essential in maintaining the necessary relationships that will improve Kings County residents' health outcomes.

The agreements have been reviewed and approved by County Counsel as to form.

Agreement No. \_\_\_\_\_

**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, \_\_\_\_ 2021, between the County of Kings, a political subdivision of the State of California (“County”) and the California Health Collaborative Foundation, a California nonprofit public benefit corporation (“Contractor”) (collectively the “Parties”).

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

WHEREAS, the County requires services necessary to develop and provide a supplemental training, network of care and peer-to-peer engagement activities to raise awareness regarding the impact of ACEs-related health conditions; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

**1. SCOPE OF SERVICES**

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

**2. RESPONSIBILITIES OF CONTRACTOR**

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

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

**3. COMPENSATION**

Contractor shall not be entitled to nor receive from the County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit A**. Contractor shall receive an amount not to exceed One Hundred and Ninety-five Thousand and Two Dollars (\$195,002) as compensation in full for the services rendered under this Agreement. Contractor shall not be entitled to nor receive additional compensation from the County unless this Agreement is amended in writing by both Parties.

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

Upon submission of an invoice by Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

#### **4. TERM**

This commences on August 5, 2020 and terminates on June 29, 2021, unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties as may be necessary to complete the activities detailed in **Exhibit A**, on the same terms and conditions, in accordance with Section 6.

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

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

#### **6. AMENDMENTS**

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

#### **7. TERMINATION**

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

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

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

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

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

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

## **8. INSURANCE**

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

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

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One



Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

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

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

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

## **9. INDEMNIFICATION**

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

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

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

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

#### **10. INDEPENDENT CONTRACTOR**

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

#### **11. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 *et seq.*

#### **12. CONFIDENTIALITY**

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

#### **13. CONFLICT OF INTEREST**

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

#### **14. NONDISCRIMINATION**

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age,

ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, or any other protected basis.

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

## **15. SUBCONTRACTORS**

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, Section 12 Confidentiality, Section 13 Conflict of Interest, and Section 14 Nondiscrimination.

## **16. ASSIGNMENT**

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

## **17. UNFORESEEN CIRCUMSTANCES**

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

## **18. OWNERSHIP OF DOCUMENTS**

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

## **19. NOTICE**

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

**County**  
Evarardo Legaspi, Program Manager  
County of Kings  
330 Campus Drive  
Hanford, CA 93230

**Contractor**  
Daisy Lopez, Senior Director  
California Health Collaborative  
1680 West Shaw Avenue  
Fresno, CA 93711

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

## **20. CHOICE OF LAW**

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

## **21. SEVERABILITY**

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

## **22. SURVIVAL**

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

## **23. NO THIRD PARTY BENEFICIARIES.**

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

## **24. ADA COMPLIANCE**

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

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

## **25. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT**

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

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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

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

## **26. ELECTRONIC SIGNATURES**

The Parties may execute this Agreement by electronic means. The Parties agree that the electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.

## **27. AUTHORITY**

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

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

COUNTY OF KINGS

CALIFORNIA HEALTH COLLABORATIVE

By: \_\_\_\_\_  
Craig Pedersen, Chair  
Kings County Board of Supervisors

By: \_\_\_\_\_  
Daisy Lopez, Senior Director

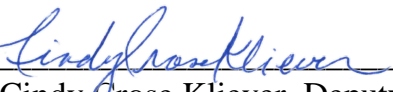
ATTEST

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

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

APPROVED AS TO FORM  
Lee Burdick, County Counsel

By:  04/14/2021  
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Budget Narrative

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

## Exhibit A

### **California Health Collaborative – ACEs Aware Scope of Work**

The goal of the Kings ACEs Aware Collaboration project is to raise awareness regarding Adverse Childhood Experiences (ACEs) and their long-term health-related impacts. The California Department of Health Care Services (DHCS) and the Office of the California Surgeon General have launched “ACES Aware,” a program that will give Medi-Cal providers training, clinical protocols, and payment for screening children and adults for ACEs. The Kings County Department of Public Health (KCDPH) is leading this effort in Kings County.

The KCDPH has received funding to develop and provide a supplemental training; facilitate network of care and peer-to-peer engagement sessions; and a communications component to bring awareness regarding ACEs and the associated health conditions to the Kings County. The KCDPH will partner with the California Health Collaborative (CHC), to develop the supplemental training geared toward frontline healthcare workers that have frequent contact with patients, and are administering other screening tools. Additionally, CHC will plan, organize and lead the network of care and peer-to-peer engagement sessions intended to raise awareness about the importance of screening for ACEs, the role the entire network of care plays in addressing the repercussions, and share lessons learned and best practices among peers to effectively assess for ACEs.

The contract with CHC (Contractor) shall be in effect commencing August 5, 2020 and concluding on June 29, 2021 for services not to exceed \$195,002.

As part of this agreement, Contractor shall:

1. Develop a supplemental training that will be targeted to the staff of Medi-Cal providers to ensure a multi-faceted approach to engaging those who may come in contact with patients in provider settings. Training will consist of a wide range of learning techniques including real-life case studies, role playing, video demonstrations and group discussions. The primary topics will include but are not limited to introduction to ACEs, Screening Tools, Trauma Informed Care, Toxic Stress, and promoting resilience. Training developed will have an intentional focus on providing trauma-informed care in a culturally relevant and sensitive manner with the centrality of the person as the locus of control in ACEs treatment plans, services, and supports.
2. Facilitate a minimum of three (3) online supplemental training events.
3. Plan, coordinate and facilitate, in collaboration with the project partners, a minimum of four (4) network of care events. These sessions will build upon each other culminating in an improved network of care that includes all providers with resources available to mitigate the risk of ACEs-Associated Health Conditions in both pediatric and adult populations.
4. Plan, coordinate and facilitate, in collaboration with the project partners, a minimum of four (4) peer-to-peer events. CHC will facilitate these sessions providing guidance and structure to ensure the time is productively spent sharing and comparing promising practices and participants take-away new ideas and practices ready to implement. Participants will be provided the opportunity to meet in small groups virtually, based on their role in addressing ACEs (screening, developing a treatment plan, providing

## Exhibit A

services) and facilitators will provide guiding questions/statements to elicit conversations and opportunities for sharing and learning.

5. Be an active member of the ACEs Aware Kings Collaboration.
6. Support the efforts of partner organizations.
7. Contractor shall meet with Public Health staff monthly to evaluate the program, identify any additional funding available, identify and address any redundant services or emerging programs; identify any opportunities to leverage other local services; and identify and address any gaps in program services or processes.
8. Contractor shall report program expenses on a monthly basis for reimbursement of expenses that align with the submitted budget narrative (Exhibit B). Modifications to the budget and allowable expenses must be approved by the KCDPH prior to Contractor's proposed changes being eligible for reimbursement.
9. Contractor shall provide quarterly status reports on the following:
  - Provider Trainings
    - i. Number of trainings executed (by in-person, virtual)
    - ii. Types and number of credits offered (if applicable)
    - iii. Topics/summary of each training
    - iv. Number of providers who completed each training
      1. Provider type (e.g. physician, nurse practitioner, etc.)
      2. Provider specialty (e.g. OB/GYN, Internal Medicine)
      3. Practice setting
      4. Geographic location/community served
    - v. Training evaluation results -- Note: Grantees are required to collect the same evaluation metrics as used in the Becoming ACEs Aware training (found in Appendix D), so that results can be aggregated and compared across all core trainings.
  - Provider Engagement – Network of Care events
    - i. Number of sessions executed
    - ii. Organizations represented and by type/sector, if applicable (e.g., law enforcement agency)
    - iii. Total number of attendees
      1. Number and type of organization by sector (e.g., law enforcement agency)
      2. Number of providers
        - a. Report out on specialty types (e.g. OB/GYN, Internal Medicine)
        - b. Report out on geographic location of each provider
      3. Number of non-clinical staff in attendance
    - iv. Topic and brief summary of learnings for each session
      1. Key learnings and questions raised through audience engagement in advancing network of care — such as case studies from specific sectors with potential applications to other sectors (e.g., education to law enforcement), best practices in relationship building, strategies to increase community connections across the medical and social service system, potential challenges/barriers, tension areas, etc.



## Exhibit A

- v. Location of each session
    1. In person (city, county)
    2. Webinar
  - vi. Session evaluation (grantees will all have to include three to four standard evaluation questions)
  - vii. Testimonial from attendees (if applicable)
  - viii. Outstanding/unaddressed questions; common questions asked, etc.
  - ix. Session agenda, speakers, and materials (to be available on request)
  - x. Methods used to promote sessions, including penetration rate
    1. Click-through, open rates for email blasts, social media posts and impressions
- Provider Engagement – Peer-to-Peer events
    - i. Number of sessions
      1. Topic of each session
    - ii. Organizations represented
    - iii. Number of total attendees
    - iv. Number of providers
      1. Report out on specialty types (e.g. OB/GYN, Internal Medicine)
      2. Report out on geographic location/community being served for each provider
    - v. Location of each session
      1. In person (city, county); webinar
    - vi. Session evaluation (grantees will all have to include three to four standard evaluation questions)
    - vii. Testimonial from attendees (if applicable)
    - viii. Outstanding/unaddressed questions; common questions asked, etc.
    - ix. Session agenda, speakers, materials (to be available on request)
    - x. Methods used to promote sessions, including penetration rate
      1. Click-through, open rates for email blasts, social media posts and impressions
  - Interim and Final Grant Reports
    - i. In addition to the data elements enumerated above, Contractor will provide the following information as it pertains to the “interim” grant report within 30 days of the close of Q2 of the grant period, and a “final” report within 30 days of the close of Q4. These reports should include anecdotal information about the positive results and lessons learned from the grant activities and share any best practices that could be replicated going forward. The reports will also include a narrative description of the most successful methods used to promote activities, and any mid-course corrections made in response to challenges that occurred.

Exhibit B

ACES Aware Program Budget  
California Health Collaborative  
July 1, 2020-June 31, 2021

**PROGRAM EXPENSES NARRATIVE**

**Personnel Salaries, Payroll Taxes & Employee Benefits - Line Items 0001- 0042**

0001	<p>The Project Director (<b>PD</b>) provides direct administration, supervision, and leadership to the program. Supervises the Program Manager, completes final program reports, supports evaluation activities, and assists with coordinating the activities of the project.</p>			
	Salary: \$90000 x 5%= \$4500	\$4,500.00		
	Fringe: \$4500 x 28% = \$1260			
	<b>Total</b>	\$5,760.00		
		<b>Total Salary &amp; Fringe:</b>	<b>PD</b>	<b>\$5,760.00</b>
0002	<p>The Program Manager (<b>PM</b>) will lead and develop the trainings and engagement activities for the ACES Aware program. The Program Manager will collaborate with the Project Director, Kings County Department of Public Health, United Way Kings County, and Kings Partnership for Prevention to ensure succesful completion of the Provider Engagement Activities, as well as develop and implement the supplemental training. A requirement for this position will be clinical experience, knowledge of ACEs and/or trauma informed practices, and/or a combination of experience and educational background to successful develop</p>			
	Salary: \$70,000 annual			
	Fringe: \$70,000 annual x 24% Fringe Benefits= \$16800			
	Total Salary & Fringe: \$86800			
		<b>Total Salary &amp; Fringe:</b>	<b>PM</b>	<b>\$86,800.00</b>
0003	<p>The Training and Engagement Facilitator (<b>TEF</b>) is responsible for supporting online engagement of participants, planning and organizing the engagement activities of all trainings and engagement sessions, and will explore various facilitation techniques to ensure effective participation during trainings and building of networks during engagement sessions among providers in Kings County.</p>			
	Salary: \$45,000 annually			
	Fringe: \$45000 x 24%= \$10800			
	Total Salary & Fringe: \$55800			
			<b>TEF</b>	<b>\$55,800.00</b>
<p>Fringe: Calculated at 24-28% of employee salaries, includes FICA/OASDI, State Unemployment - SUI, Medical/Health Benefits, Dental Benefits, Vision Benefits, Retirement Benefits, Worker's Compensation</p>				
<p>Total: \$148360</p>				
		<b>TOTAL S &amp; B Expenses</b>		<b>\$148,360.00</b>

Exhibit B

**Facilities/Equipment Expenses – Line Items 1010-1011**

1010	Rent: Office space for the PD, PM, and TEF will be provided in-kind.				\$0.00
1011	<p>New computers will be purchased for use by the PM and the TEF to perform activities of this grant, such as developing trainings, implementing webinars, engaging participants via zoom, and supporting the network of care activities. The PD will use computers already available at the California Health Collaborative.</p> <p>The following is a description and cost estimate of two new computers, docks, monitors, projector, accessories and software.</p> <p>Laptop= \$1500 x 2 = \$3000                  22 Inch Monitor-\$220 x 2 = \$440                  Docking Station - \$200 x 2= \$400                  Accessories:                  Laptop Bag- \$45 x 2= \$90                  External USB -DVD Rom -\$50 x 2= \$100                  Logitech Desktop Keyboard and Mouse Set - \$30 x 2= \$60                  Software:                  Winzip Pro= \$36 x 2 = \$72                  Microsoft Office Plus - \$88 x 2=\$176                  Symantec Endpoint Encryption - \$70 x 2 = \$140                  Symantec Endpoint Protection Software - \$20 x 2= \$40                  Adobe Acrobat - \$180 x 2= \$360                  TOTAL= \$4878</p>	\$4,878.00			
Total: \$4878		<b>Facilities/Equipment Expenses Total</b>			<b>\$4,878.00</b>

## Exhibit B

### Operating Expenses - Line Items 1060-1079

1060	<b>Telephone and Computer Network:</b> Communication expenses related to operating phones and internet to support Scope of Work activities. Average communication costs include \$200 x 12= \$2400; Zoom Conferencing Line- \$20 per month x 12 months= \$240; <b>Total: \$2640</b>	2640
1061	<b>Postage:</b> Expenses for mailing educational materials or training supplies to participants of the ACES Aware supplemental trainings, as well as the Provider Engagement Events.	2400
1062	<b>Printing/Coping:</b> Expenses for printing of materials that will be mailed or provided in person to ACES Aware training participants. Includes in-house printing on a shared cost printer, as well as professional printing from an outside vendor if more cost effective for large quantities of printed materials.	3500
1063	<b>Office Supplies:</b> General office supplies used by staff in the planning, implementation and engagement of participants for the ACES Aware trainings. This will include paper, pens, post it notes, clip boards for sign in sheets, notepads, as well as all materials to be used by program staff as they organize, plan and complete activities, including padfolios, calendars, pens, label machines, labels, envelopes, manila folders, filing systems, rolling carts, certificate paper, etc.	2400
1064	<b>Staff Transportation:</b> Local travel calculated at \$0.575 per mile. Limited travel is anticipated for this project and will be combined with virtual implementation of activities.	2000
1065	<b>Staff Training and Registration: \$1500</b> for 1-2 trainings x 1-2 staff (the PM and TEF) to participate in ACEs Trainings, Clinical Provider Trainings, and other activities that would support their ability to be up to date and provide high quality services to providers in Kings County.	1500
1066	<b>Food:</b> No food or refreshments is budgeted	0
1067	<b>Educational Materials:</b> Materials purchased to provide printed educational materials to participants of the trainings. If trainings are held online, these educational materials will be mailed to participants.	3000
1068	<b>Incentives:</b> No honorariums are budgeted.	0
<b>Total: \$17440</b>		<b>Operating Expense Total</b> <b>\$17,440.00</b> \$17,440.00

Exhibit B

**Financial Services Expenses – Line Items 1080-1085**

1080 External Audit: Estimated expenses for an external audit of the program	\$246.00
1082 Liability Insurance: Program share of liability insurance	\$130.00

Total: \$376

**Financial Services Expense Total** **\$376.00**

**DC subtotal** **\$171,054.00**

**Indirect Cost Expense - Line Item 1090**

1090 Administrative expenses such as overhead accounting support and payroll services, building and equipment maintenance, janitorial services, insurances costs, and dues and subscriptions.

**IC** **\$ 23,947.56**

**TOTAL PROGRAM EXPENSES:** **\$195,002.00**

## Exhibit C

County of Kings

2016 ADA Self-Evaluation

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Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

Exhibit D

1 of 2

## Exhibit C

County of Kings

2016 ADA Self-Evaluation

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

2014-2-434 [99311]

Agreement No. \_\_\_\_\_

**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made on \_\_\_\_\_, \_\_\_\_\_, 2021, between the County of Kings, a political subdivision of the State of California (“County”) and Kings Partnership for Prevention, a California nonprofit public benefit corporation (“Contractor”) (collectively the “Parties”).

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

WHEREAS, the County requires services necessary to implement the communications component of the ACEs Aware grant to raise awareness regarding the impact of ACEs-related health conditions; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

**1. SCOPE OF SERVICES**

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

**2. RESPONSIBILITIES OF CONTRACTOR**

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

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

**3. COMPENSATION**

Contractor shall not be entitled to nor receive from the County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit A**. Contractor shall receive an amount not to exceed Sixty-two Thousand Dollars (\$62,000) as compensation in full for the services rendered under this Agreement. Contractor shall not be entitled to nor receive additional compensation from the County unless this Agreement is amended in writing by both Parties.



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

Upon submission of an invoice by Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

#### **4. TERM**

This Agreement commences on August 5, 2020, and terminates on June 29, 2021 unless otherwise terminated in accordance with its terms. The Parties acknowledge and understand this Agreement applies retroactively to August 5, 2020.

This Agreement may be extended by mutual consent of the Parties as may be necessary to complete the activities detailed in **Exhibit A**, on the same terms and conditions, in accordance with Section 6.

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

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

#### **6. AMENDMENTS**

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

#### **7. TERMINATION**

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

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

effective immediately.

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

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

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

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

## **8. INSURANCE**

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

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

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One

Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

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

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

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

## **9. INDEMNIFICATION**

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

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

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

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

## **10. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and not an agent, officer, or employee of the County. The Parties mutually understand and agree this Agreement is by and between two (2) independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture, or association.

## **11. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 *et seq.*

## **12. CONFIDENTIALITY**

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

## **13. CONFLICT OF INTEREST**

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

## **14. NONDISCRIMINATION**

In rendering services under this Agreement, Contractor shall comply with all applicable

federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

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

## **15. SUBCONTRACTORS**

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, Section 12 Confidentiality, Section 13 Conflict of Interest, and Section 14 Nondiscrimination.

## **16. ASSIGNMENT**

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

## **17. UNFORESEEN CIRCUMSTANCES**

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

## **18. OWNERSHIP OF DOCUMENTS**

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

## **19. NOTICE**

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid

first-class mail addressed as follows:

**COUNTY:**  
COUNTY OF KINGS  
EVERARDO LEGASPI, PROGRAM MANAGER  
330 CAMPUS DRIVE  
HANFORD, CA 93230

**CONTRACTOR:**  
KINGS PARTNERSHIP FOR PREVENTION  
JULIE LEFILS, EXECUTIVE DIRECTOR  
P.O. BOX 682  
HANFORD, CA 93232

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

## **20. CHOICE OF LAW**

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

## **21. SEVERABILITY**

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

## **22. SURVIVAL**

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

## **23. NO THIRD PARTY BENEFICIARIES.**

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

## **24. ADA COMPLIANCE**

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

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

## **25. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT**

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

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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

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

## **26. ELECTRONIC SIGNATURES**

The Parties may execute this Agreement by electronic means. The Parties agree that the electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.

## **27. AUTHORITY**

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

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

COUNTY OF KINGS

KINGS PARTNERSHIP FOR PREVENTION

By: \_\_\_\_\_  
Craig Pedersen, Chair  
Kings County Board of Supervisors

By: \_\_\_\_\_  
Julie LeFils, Executive Director


ATTEST

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

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

APPROVED AS TO FORM  
Lee Burdick, County Counsel

By:  04/15/2021  
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Budget Narrative
- Exhibit C:** Kings County ADA Grievance Procedures



## Exhibit A

### **Kings Partnership for Prevention – ACEs Aware Scope of Work**

The goal of the Kings ACEs Aware Collaboration project is to raise awareness regarding Adverse Childhood Experiences (ACEs) and their long-term health-related impacts. The California Department of Health Care Services (DHCS) and the Office of the California Surgeon General have launched “ACES Aware,” a program that will give Medi-Cal providers training, clinical protocols, and payment for screening children and adults for ACEs. The Kings County Department of Public Health (KCDPH) is leading this effort in Kings County.

The KCDPH has received funding to develop and provide a supplemental training; facilitate network of care and peer-to-peer engagement sessions; and a communications component to bring awareness regarding ACEs and the associated health conditions to the Kings County. The KCDPH will partner with the Kings Partnership for Prevention (KPPF), to implement the communications component of the ACEs grant award. Additionally, KPPF staff will provide logistical support for the planning and providing of the supplemental training, network of care and peer-to-peer engagement sessions.

The contract with KPPF (Contractor) shall be in effect commencing August 4, 2021 and concluding on June 29, 2021 for services not to exceed \$62,000.

As part of this agreement, Contractor shall:

1. Develop Kings County ACEs Aware Website: With Kings Partnership for Prevention already established as a backbone for collaboration in Kings County and a website hub for county-wide data, the Kings County ACEs Aware website will partner with KPPF to enhance both initiatives.
2. Promote Kings County Data via Other Websites: In order to enhance awareness and knowledge of ACEs, widgets (mini data dashboards) will be created and personalized for various organizations for display on their own websites.
3. Develop and Distribute a Monthly Newsletter: Education and data focused Newsletter will be sent out (both electronic and print) to partner organizations, Medi-Cal providers, etc.
4. Create collaborative content for Social Media Posts: Facebook content will be created weekly (at minimum), whereas Instagram will focus on the ‘stories’ feature for daily content
5. Continuing Education Online Opportunities: Maintain an online forum for Best Practices and host monthly online educational opportunities.
6. Print Materials: Ensure Medi-Cal providers are provided and continually stocked with print materials for all audiences
7. Virtual Content for Waiting Rooms: In partnership with Medi-Cal providers, ACEs Aware virtual content will be created and displayed in Waiting Rooms
8. The types of content the grant partners plan to create will be, but is not limited to:
  - ACEs Aware materials
  - Promotional materials
  - Newsletters

## Exhibit A

- Social Media
  - Data Updates
  - KPPF website
  - ‘Best Practice’ print materials and online forum
  - Continuing Education tips and tricks
9. Along with ACEs Aware grant partners, assist in the planning, coordinating and facilitating of:
- a minimum of three (3) online supplemental training events
  - a minimum of four (4) network of care events
  - a minimum of four (4) peer-to-peer events
10. Be an active member of the ACEs Aware Kings Collaboration.
11. Support the efforts of partner organizations.
12. Contractor shall meet with Public Health staff monthly to evaluate the program, identify any additional funding available, identify and address any redundant services or emerging programs; identify any opportunities to leverage other local services; and identify and address any gaps in program services or processes.
13. Contractor shall report program expenses on a monthly basis for reimbursement of expenses that align with the submitted budget narrative (Exhibit B). Modifications to the budget and allowable expenses must be approved by the KCDPH prior to Contractor’s proposed changes being eligible for reimbursement.
14. Contractor shall provide quarterly status reports on the following:
- Content
    - i. Content development plan (quarterly)
      - 1. What themes will be explored, experts involved and channels explored
    - ii. Overview of content/messages shared (quarterly)
      - 1. Summary of best performing content/messages and assumptions on why (timing, region, expert involved, promotion approach, etc.)
    - iii. Where appropriate, description of strategic partner/community partner collaborations
  - Targeting and Analysis
    - i. For each applicable item, please provide information requested
    - ii. Number of social media posts
      - 1. Number of “Likes”, shares, and engagement rate of posts (by organic vs. paid media)
      - 2. Examples of best performing content and analysis of why
    - iii. Number of email blasts
      - 1. Number of recipients
      - 2. Open rate
      - 3. Click rate
      - 4. Examples of best performing content
    - iv. Number of newsletters with ACEs Aware information
      - 1. Number of recipients
      - 2. Open rate
      - 3. Click rate
      - 4. Examples of best performing content

## Exhibit A

- v. Number of blogs posted
  - 1. Reporting on topics and, if appropriate, authors
  - 2. Number of readers
  - 3. Examples of best performing content
- vi. Number of videos produced and posted
  - 1. Links and number of views
  - 2. Identify best performing content
- vii. New web content developed
- viii. Number of ads produced
  - 1. Where they appeared
  - 2. How long
  - 3. Where possible, provide data on impact and/or engagement and conversion
- Number of testimonials shared
  - i. List of the spokesperson/s
  - ii. Overview of testimonial/s dissemination platforms
- Interim and Final Grant Reports
  - i. In addition to the data elements enumerated above, Contractor will provide the following information as it pertains to the “interim” grant report within 30 days of the close of Q2 of the grant period, and a “final” report within 30 days of the close of Q4. These reports should include anecdotal information about the positive results and lessons learned from the grant activities and share any best practices that could be replicated going forward. The reports will also include a narrative description of the most successful methods used to promote activities, and any mid-course corrections made in response to challenges that occurred.

## Exhibit B

### BUDGET/COMPENSATION

Agency: Kings Partnership for Prevention  
Project: ACEs Aware Project  
Term: August 5, 2020-June 29, 2021  
Budget Total: \$62,000

- I. Personnel (Contractors) \$45,000
- Communications Coordinator - \$28,000
    - Works on all promotional aspects of the grant. The Communications Coordinator will be the glue to ensure all strategic marketing initiatives for each ACEs Aware project are executed effectively (Provider Training, Provider Engagement, and Communications). Communications Coordinator will be responsible for all social media content, the ACEs Aware website, mini-dashboards, monthly newsletters, print materials, virtual waiting room content, and general partnerships.
  - Office Administrator - \$8,000
    - Works primarily on provider engagement initiatives and leveraging community partnerships. The Office Administrator will ensure proper recruitment and provide technical support (event logistics, invitations, etc) for all provider and network of care sessions. As our primary webmaster, Office Administrator will be responsible for overseeing all website initiatives.
  - Executive Director - \$9,000
    - Works on overall strategy and implementation for all objectives. Provides vision and oversight for all projects, and works specifically in leveraging partnerships in order to target all providers and build relationships.
- II. Marketing \$5,000
- Social Media Promotions, Print Materials, Virtual Content, etc.
- III. Website \$10,000
- Funding contributes to cost of KPFP's data-driven website maintained by Healthy Communities Institute. This access to county-wide data enables the ACE's Aware team to identify vulnerable populations, address gaps in services, and visually capture the health disparities of Kings County. The KPFP Website will also host the ACE's Aware Website within.
- IV. Administration \$2,000
- Office Expenses
    - Software, printing, equipment, etc.

## Exhibit C

County of Kings

2016 ADA Self-Evaluation

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Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

## Exhibit C

County of Kings

2016 ADA Self-Evaluation

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

2014-2-434 [99311]

Agreement No. \_\_\_\_\_

**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, \_\_\_\_\_, 2021, between the County of Kings, a political subdivision of the State of California (“County”) and Kings United Way, a California nonprofit corporation (“Contractor”) (collectively the “Parties”).

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

WHEREAS, the County requires services necessary to implement a Community Information Exchange platform to raise awareness regarding the impact of ACEs-related health conditions and facilitate provider referrals for supportive services; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

**1. SCOPE OF SERVICES**

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

**2. RESPONSIBILITIES OF CONTRACTOR**

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

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

**3. COMPENSATION**

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

exceed Sixty-four Thousand, Six Hundred and Seventy-eight Dollars (\$64,678) as compensation in full for the services rendered under this Agreement. Contractor shall not be entitled to, nor receive additional compensation from the County unless this Agreement is amended in writing by both Parties.

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

Upon submission of an invoice by Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

#### **4. TERM**

This Agreement commences on August 5, 2020, and terminates on June 29, 2021, unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties, as may be necessary to complete the activities detailed in **Exhibit A**, on the same terms and conditions, in accordance with Section 6.

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

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

#### **6. AMENDMENTS**

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

#### **7. TERMINATION**

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



law or under this Agreement.

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

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

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

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

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

## **8. INSURANCE**

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

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

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

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

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

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

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

## **9. INDEMNIFICATION**

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

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

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

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

## **10. INDEPENDENT CONTRACTOR**

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

## **11. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 *et seq.*

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

## **12. CONFIDENTIALITY**

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

## **13. CONFLICT OF INTEREST**

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

## **14. NONDISCRIMINATION**

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

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

## **15. SUBCONTRACTORS**

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, Section 12 Confidentiality, Section 13 Conflict of Interest, and Section 14 Nondiscrimination.

## **16. ASSIGNMENT**

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

monies due shall not constitute an assignment of the Agreement.

**17. UNFORESEEN CIRCUMSTANCES**

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

**18. OWNERSHIP OF DOCUMENTS**

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

**19. NOTICE**

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

<b>County</b>	<b>Contractor</b>
Evarardo Legaspi, Program Manager	Nanette Villarreal, Executive Director
County of Kings	Kings United Way
330 Campus Drive	125 W. 7 <sup>th</sup> Street
Hanford, CA 93230	Hanford, CA 93230

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

**20. CHOICE OF LAW**

The Parties have executed and delivered this Agreement in the County of Kings, State of California. The Parties agree that the laws of the State of California shall govern the validity, enforceability, or interpretation of this Agreement. The Parties further agree

this Agreement was entered into and will be performed in Kings County, thereby rendering Kings County as the appropriate venue for any action or proceeding in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

**21. SEVERABILITY**

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

**22. SURVIVAL**

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

**23. NO THIRD PARTY BENEFICIARIES.**

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

**24. ADA COMPLIANCE**

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

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

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

This Agreement, including its Recitals and Exhibits, which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the

Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor other than those contained herein.

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

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

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

**26. ELECTRONIC SIGNATURES**

The Parties may execute this Agreement by electronic means. The Parties agree that the electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.

**27. AUTHORITY**

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

**REMAINDER OF PAGE INTENTIONALLY BLANK  
SIGNATURES ARE ON FOLLOWING PAGE**

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

COUNTY OF KINGS

KINGS UNITED WAY

By: \_\_\_\_\_  
Craig Pedersen, Chair  
Kings County Board of Supervisors

By: \_\_\_\_\_  
Nannette Villareal, Executive Director

ATTEST

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

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

APPROVED AS TO FORM  
Lee Burdick, County Counsel

By: *Cindy Crose Kliever* 04/14/2021  
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Budget/Compensation

**Exhibit C:** Kings County HIPAA Business Associate Exhibit

**Exhibit D:** Kings County ADA Grievance Procedures



## Exhibit A

### **Kings United Way – ACEs Aware Scope of Work**

The goal of the Kings ACEs Aware Collaboration project is to raise awareness regarding Adverse Childhood Experiences (ACEs) and their long-term health-related impacts. The California Department of Health Care Services (DHCS) and the Office of the California Surgeon General have launched “ACES Aware” a program that will give Medi-Cal providers training, clinical protocols, and payment for screening children and adults for ACEs. The Kings County Department of Public Health (KCDPH) is leading this effort in Kings County.

The KCDPH has received funding to develop and provide a supplemental training; facilitate network of care and peer-to-peer engagement sessions; and a communications component to bring awareness regarding ACEs and the associated health conditions to the Kings County. The KCDPH will partner with Kings Untied Way (KUW) to implement a Community Information Exchange (CIE) platform that will allow service providers to use 211 Kings County to make direct referrals to other providers and resources. The CIE will facilitate connections to additional services within the network of care that will mitigate ACEs-related health conditions

The contract with KUW (Contractor) shall be in effect commencing August 5, 2021 and concluding on June 29, 2021 for services not to exceed \$64,678.

As part of this agreement, Contractor shall:

1. Research, evaluate and select a provider for the Community Information Exchange (CIE) platform.
2. Along with ACEs Aware grant partners, assist in the planning, coordinating and facilitating of:
  - a minimum of three (3) online supplemental training events
  - a minimum of four (4) network of care events
  - a minimum of four (4) peer-to-peer events
3. Be an active member of the ACEs Aware Kings Collaboration.
4. Support the efforts of partner organizations.
5. Contractor shall meet with Public Health staff monthly to evaluate the program, identify any additional funding available, identify and address any redundant services or emerging programs; identify any opportunities to leverage other local services; and identify and address any gaps in program services or processes.
6. Contractor shall report program expenses on a monthly basis for reimbursement of expenses that align with the submitted budget narrative (Exhibit B). Modifications to the budget and allowable expenses must be approved by the KCDPH prior to Contractor’s proposed changes being eligible for reimbursement.
7. Contractor shall provide quarterly status reports on the following:
  - Provider Trainings
    - i. Number of trainings executed (by in-person, virtual)
    - ii. Types and number of credits offered (if applicable)
    - iii. Topics/summary of each training

## Exhibit A

- iv. Number of providers who completed each training
  1. Provider type (e.g. physician, nurse practitioner, etc.)
  2. Provider specialty (e.g. OB/GYN, Internal Medicine)
  3. Practice setting
  4. Geographic location/community served
- v. Training evaluation results -- Note: Grantees are required to collect the same evaluation metrics as used in the Becoming ACEs Aware training (found in Appendix D), so that results can be aggregated and compared across all core trainings.
- Provider Engagement – Network of Care events
  - i. Number of sessions executed
  - ii. Organizations represented and by type/sector, if applicable (e.g., law enforcement agency)
  - iii. Total number of attendees
    1. Number and type of organization by sector (e.g., law enforcement agency)
    2. Number of providers
      - a. Report out on specialty types (e.g. OB/GYN, Internal Medicine)
      - b. Report out on geographic location of each provider
    3. Number of non-clinical staff in attendance
  - iv. Topic and brief summary of learnings for each session
    1. Key learnings and questions raised through audience engagement in advancing network of care — such as case studies from specific sectors with potential applications to other sectors (e.g., education to law enforcement), best practices in relationship building, strategies to increase community connections across the medical and social service system, potential challenges/barriers, tension areas, etc.
  - v. Location of each session
    1. In person (city, county)
    2. Webinar
  - vi. Session evaluation (grantees will all have to include three to four standard evaluation questions)
  - vii. Testimonial from attendees (if applicable)
  - viii. Outstanding/unaddressed questions; common questions asked, etc.
  - ix. Session agenda, speakers, and materials (to be available on request)
  - x. Methods used to promote sessions, including penetration rate
    1. Click-through, open rates for email blasts, social media posts and impressions
- Provider Engagement – Peer-to-Peer events
  - i. Number of sessions
    1. Topic of each session
  - ii. Organizations represented
  - iii. Number of total attendees
  - iv. Number of providers

## Exhibit A

1. Report out on specialty types (e.g. OB/GYN, Internal Medicine)
  2. Report out on geographic location/community being served for each provider
  - v. Location of each session
    1. In person (city, county); webinar
  - vi. Session evaluation (grantees will all have to include three to four standard evaluation questions)
  - vii. Testimonial from attendees (if applicable)
  - viii. Outstanding/unaddressed questions; common questions asked, etc.
  - ix. Session agenda, speakers, materials (to be available on request)
  - x. Methods used to promote sessions, including penetration rate
    1. Click-through, open rates for email blasts, social media posts and impressions
- Interim and Final Grant Reports
    - i. In addition to the data elements enumerated above, Contractor will provide the following information as it pertains to the “interim” grant report within 30 days of the close of Q2 of the grant period, and a “final” report within 30 days of the close of Q4. These reports should include anecdotal information about the positive results and lessons learned from the grant activities and share any best practices that could be replicated going forward. The reports will also include a narrative description of the most successful methods used to promote activities, and any mid-course corrections made in response to challenges that occurred.

## Exhibit B

### BUDGET/COMPENSATION

Agency: Kings United Way  
Program: 211 Kings County  
Project: ACEs Aware Project  
Term: June 30, 2020-April 30, 2021  
Budget Total: \$64,678  
Leverage Amount: \$20,148 (In-Kind/UWCA Grant)

I. Software \$12,413  
United Us Technology Platform  
Procurement/Integration and Training for social care network that will serve as community referral system (includes all cost for infrastructure build out and end user costs)

II. Services \$19,400

Technology Consultant

8 contracted hours/week (Phase 1) x 26 weeks x \$50/hour=10400

4 contracted hours/week (Phase 2) x 10 weeks x \$50/hour=2000

Assist with Phase I of the project-building infrastructure. Work closely with staff and software company to implement community referral system. Assist with Phase II- introduce and demonstrate software to community partners and end users.

Legal

\$350/hour x 20 hours=7000

Review policies and procedures for the community referral system and ensure that end user agreements meet HIPPA standards.

III. Personnel \$19,463

211 Coordinator

\$3467/month x 6 months x .50 FTE=10401 (In-Kind/Leverage UWCA Grant)

\$3467/month x 5 months x .40 FTE=6934

Works closely with consultant to build community referral system infrastructure. Responsible for 211 database, including access to services on multiple platforms. Provide training to ACEs participants on accessing 211 platforms to identify appropriate services for patients.

211 Director

\$6,098/month x 6 months x .25 FTE=9147 (In-Kind/Leverage UWCA Grant)

\$6,098/month x 5 months x .25 FTE=7623

Engage high level community partners to participate in community referral system. Manage implementation of infrastructure and evaluate which technology platform best meets the needs of the proposed project.

## Exhibit B

### Benefits:

FICA:  $\$14557 \times 7.65\% = 1114$

SUI:  $\$14000 \times 6.2\% = 868$

Worker's Comp:  $\$14557 \times 3\% = 437$

Health:  $\$410/\text{mo} \times 5 \text{ months} = 2050$

Retirement:  $\$14557 \times 3\% = 437$

IV. Operations \$9,058

#### Office Supplies

$\$50/\text{month} \times 12 \text{ months} = 600$  (In-Kind/Leverage UWCA Grant)

Supplies such as ink cartridges, copy paper, filing cabinet, desk, storage cabinet etc.

#### Mileage

$50 \text{ miles/month} \times .58/\text{mile} \times 12 \text{ months} = 348$

Local mileage for project-related training and community planning meetings.

#### Communications

Monthly Telephone Service:  $\$40/\text{month} \times 12 \text{ months} = 480$

211 Services:  $\$250/\text{month} \times 12 \text{ months} = 3000$

(includes calls, web access, mobile access, chatting and texting access).

#### Insurance

$\$250/\text{annually}$

General liability, including auto policy to cover project related activities.

#### Security

$\$40/\text{month} \times 12 \text{ months} = 480$

System alarm to protect project files and equipment. Background check expenses for team members.

#### Building Space (includes Repair & Maintenance)

$\$375/\text{month} \times 12 \text{ months} = 4500$

Office space for project activities proportionate to staff. Building maintenance for spaces associated with project activities.

V. Administration \$4,344

$\$57,921 \times 7.5\%$

Bookkeeping, audit services, etc.

## Exhibit C

### HIPAA Business Associate Exhibit

#### I. Recitals.

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

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

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

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

E. As set forth in this Agreement, Kings United Way ~~Logistics Health, Inc.~~ –as the Business Associate of County provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

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

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

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

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

## Exhibit C

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

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

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

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

2) **Services to be Provided by the Business Associate.** Business Associate will provide ~~COVID-19 testing services~~ [community information exchange services](#). Said services are set forth in the Exhibit A, [attached to the Agreement](#).

### III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

1) Complying with all of the data system security precautions listed in

## Exhibit C

the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

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

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

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

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

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

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

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



## Exhibit C

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

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

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

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

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

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

County agrees to:

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

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

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

## Exhibit C

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

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

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

A. Failure to detect or

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

### VI. **Termination.**

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

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

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

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

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

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from

## Exhibit C

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

### **VII. Miscellaneous Provisions.**

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

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

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

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

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

## Exhibit C

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

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

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

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

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

## Exhibit C

### Attachment 1

#### Business Associate Data Security Standards

##### I. General Security Controls.

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

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

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

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

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

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

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

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

## Exhibit C

release.

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

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

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

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

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

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

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

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

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

## Exhibit C

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

### III. **Audit Controls.**

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

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

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

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

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

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

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

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

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

## Exhibit C

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

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

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

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



## Exhibit D

County of Kings

2016 ADA Self-Evaluation

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Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

## Exhibit D

County of Kings

2016 ADA Self-Evaluation

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

2014-2-434 [99311]



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 20, 2021

**SUBMITTED BY:** Public Works Department – Dominic Tyburski

**SUBJECT:** KINGS COUNTY SHERIFF'S OPERATIONS BUILDING SITE IMPROVEMENTS

**SUMMARY:**

**Overview:**

On September 1, 2020 your Board approved the award of a construction contract with D.H. Williams Construction Inc, in the amount of \$581,000 for the site development of the Sheriff's Operations Modular building to be located adjacent to the existing Kings County Jail. The Public Works Director was authorized to approve additional costs up to ten percent of the contract amount which occurred with Change Order Number 1. Public Works is recommending approval of proposed Change Order Number Two to provide for the excavation of the building foundation and removal of excess materials.

**Recommendation:**

- a. Approve the construction Contract Change Order Number Two for D.H. Williams Construction Inc., for the Kings County Sheriff's Operations Building Site Improvements; and
- b. Authorize the Public Works Director to sign Change Order Number Two.

**Fiscal Impact:**

Funding for his project is shown in the Fiscal Year 2020-2021 Approved Budget, in Budget Unit 700000 Accumulated Capital Outlay, Account Number 94102. Change order number two is in the amount of \$40,000.

**BACKGROUND:**

Funding for this project in the amount of \$7,000,000 was included in Senate Bill 840, which was approved by the State of California in June of 2018. Design was complete in with construction beginning October of 2020. The project was advertised and awarded as two separate projects 1) building site work, and 2) modular building.

(Cont'd)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2021.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **KINGS COUNTY SHERIFF'S OPERATIONS BUILDING SITE IMPROVEMENTS**

**April 20, 2021**

**Page 2 of 2**

This change order is relative to the building site work and includes excavation for the building foundation which was not part of the original contract. This work was intentionally omitted due to the unknown foundation design which was not known until the separate modular building contract was awarded. A previous change order (CCO Number 1) of less than 10% of the original contract amount was approved by the Public Works Director and included adjusting a sewer line, replacing irrigation infrastructure, and the addition of a Fire Post Indicator Valve.

The previous change order for the project is as follows:

- |   |          |
|---|----------|
| 1. CCO Number 1 Additional building site work | \$27,080 |
|---|----------|

Attachment A: Building foundation excavation and excess material removal Change Order Number two.

**COUNTY OF KINGS  
CHANGE ORDER  
NUMBER #2**

Project: Operations Building for the Kings County Sheriff's Office  
 County Contract #: 20-095  
 Contractor: D.H. Williams Construction, Inc.  
 Date: April 20, 2021

You are hereby authorized and directed to promptly make the following modifications to the contract for the above referenced project.

DESCRIPTION OF CHANGE:	Increase	Decrease
1. Building Foundation Rough Excavation (2-01).*	\$40,000.00	
Total	\$40,000.00	
*See attached for detailed cost and scope information.		
Net Increase/Credit	\$40,000.00	

REASON FOR CHANGE: Result of unknown factors due to remodel of existing building.

Contract Price: \$ 581,000.00	Contract Time: 485 Calendar Days
Prior Changes: \$ 27,080.00	Original Completion: February 19, 2022
This Change: \$ 40,000.00	Prior Changes: 0
	This Change: 0
New Contract Price: \$ 648,080.00	New Completion: N/A

Contractor		County of Kings
By: D.H. Williams Construction, Inc.		By: Public Works Director
Date:		Date:

This Change Order is for the full and complete settlement of the Change Order work set forth above. Upon execution of this Change Order, Contractor waives any, and all damages and claims arising out of the circumstances, which caused the Change Order, including, but not limited to damages or claims for hindrance, acceleration, time delays, any future cumulative effects on contract time or monies that could arise in any way out of such claim, and extension of time.



- Owner: Dominic Tyburski, Kings County
- Architect: Loren K. Aiton, TETER, LLP
- Contractor: Dave Williams, D.H. Williams
- Inspector: Kings County Building Department
- KCSO: Dave Putnam, Asst. Sheriff

**PROJECT:**

Kings County Sheriff's Operations Building,  
Site Improvements  
County of Kings, California  
Hanford, California

Date.: 3/29/2021

TETER Project No.: 18-11025

**CONTRACTOR:**

D. H. Williams Construction, Inc.  
4969 N. Glenn Ave  
Fresno, CA 93704

Client Project No.: 20-095

**INCLUDES THE FOLLOWING:**

Change Order	2 pages
Attachments	0 pages
<b>TOTAL</b>	<b>2 pages</b>

**Not valid until signed by Owner, Architect and Contractor. The Contract is changed as follows:**

The original Contract Sum was.....	\$ 581,000.00
Net change by previously authorized Change Orders .....	\$ 27,800.00
The Contract Sum prior to this Change Order was.....	\$ 608,800.00
The Contract Sum will be increased by this.....	\$ 40,000.00
The new Contract Sum including this Change Order will be .....	\$ 648,800.00

The Contract Time will be increased by ..... 0 Calendar Days  
 The date of Completion as the date of this Change Order is ..... February 19, 2022

**NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price, which have been authorized by Construction Change Directive.**

<b>TETER, LLP</b>	<b>D. H. Williams Construction, Inc.</b>	<b>Kings County</b>
Architect	Contractor	Owner
7535 N. Palm Ave., Ste. 201; Fresno, CA 93711	4969 N. Glenn Ave, Fresno, CA 93704	1400 W. Lacey Blvd Hanford, CA 93230
Address	Address	Address
By: _____	By: _____	By: _____
[Architect Name]	[Contractor Name]	[Client Name]
Date: <u>3/31/2021</u>	Date: _____	Date: _____

**Stamp:**

**CHANGE ORDER NO. 2**

**2-01: Building Foundation Rough Excavation**

**Description of Change:** Excavation foundation to 3'-0" +/- below finished floor of building to 3'-0" outside of building perimeter.

**Reason for Change:** Modular Building bid documents intentionally left foundation type and design to Modular Building provider to allow builders discretion for "Best Value" of building design. The Site Improvements Contract and Modular Building Contract were bid simultaneous at request of Kings County. This did not allow the Site Improvements contract the benefit of knowledge as to the intended delivery of the Modular Building Foundation. Site Improvements Contractor assumed building would be delivered with slab on grade floor not requiring foundation excavation. This Change Order is to provide for excavation of foundation and removal off site of excavated materials.

**Change Requested By:** Architect

**Increased Amount:** \$40,000.00

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**TOTAL CHANGE ORDER NO. 1: ..... \$ 40,000.00**

**TOTAL CONTRACT TIME EXTENSION CHANGE ORDER NO. 1: ..... 0 Calendar Days**

END OF CHANGE ORDER NO. 2



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM April 20, 2021

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

**SUBJECT:** NOVEL CORONAVIRUS 2019 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:**

**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.**

**Fiscal Impact:**

The County is tracking costs and revenue losses related to the emergency.

**BACKGROUND:**

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public 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 are vaccines for antiviral treatment of 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.

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2021.

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 April 20, 2021

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

**SUBJECT:** RESCISSION AND SIMULTANEOUS ENTERING INTO A NEW WILLIAMSON ACT CONTRACT

**SUMMARY:**

**Overview:**

The County received an In Lieu Parcel Map Application (IPM 20-04) that will adjust the property boundary lines between two (2) existing parcels and create a third parcel as a farm home retention. One parcel is currently under Williamson Act contract while the other parcel is not, which requires the contract to be revised. To accomplish this, a rescission of the existing Land Conservation “Williamson Act” Contract is necessary and simultaneous entering into a new Land Conservation “Williamson Act” Contract that reflects the new adjusted property boundaries. The new contract acreage will retain the same as the previous contract acreage.

**Recommendation:**

1. Conduct a Public Hearing; and
2. Adopt a Resolution which will accomplish the following:
  - a. Find that the rescission and creation of the Land Conservation “Williamson Act” contract is categorically exempt from environmental review under the *California Environmental Quality Act (CEQA Guidelines)* Section 15317.
  - b. Rescind Williamson Act Contract No. 214 and simultaneously enter into a new Land Conservation “Williamson Act” Contract No. 2096, and authorize the Chairman of the Board to sign the contract on behalf of the County.
  - c. Make certain findings pertaining to *California Government Code* Section 51257.
  - d. Direct the Community Development Agency to complete the administrative requirements, recordings, and make the required notices to property owners, County departments and State agencies.

(Cont’d)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2021.

CATHERINE VENTURELLA, Clerk of the Board

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

## **Agenda Item**

### **RESCISSION AND SIMULTANEOUS ENTERING INTO A NEW WILLIAMSON ACT CONTRACT**

**April 20, 2021**

**Page 2 of 3**

#### **Fiscal Impact:**

No impact to the General Fund is expected. The new contract will consist of the same total acreage as previously contracted with 159 acres. As the agricultural acreage and production will remain essentially the same, there is no anticipated landowner benefit change under the revised contract.

#### **BACKGROUND:**

The County received an In Lieu Parcel Map No. 20-04 (Dufur) application to adjust parcel lines between two parcels, and create a farm home retention through Agricultural Land Division No. 20-05. The project properties are located at 19235 19<sup>th</sup> Avenue, near Stratford. Together, these applications propose to shift an existing homesite (APN 026-190-031) with 1.00 acres to the south to encompass another home. In addition, the agricultural acreage parcel (APN 026-190-032 & 033) with 159 acres, which is under a Williamson Act Contract, would be divided into two parcels with a farm home retention parcel of 2.50 acres and remaining agricultural parcel with 156.50 acres. As the change in parcel boundaries involves a parcel representing an entire Williamson Act contract and other land not under contract, a revision to the contract is necessary. Division One of the Kings County Advisory Agency approved this land division on October 23, 2020 subject to the revision of the Williamson Act Contract. Rescission and simultaneous entering into a new Williamson Act Contract requires Board of Supervisors approval and certain findings to be made by Resolution.

The following Government Code Section 51257 applies to Williamson Act Contracted land when parcel boundaries are adjusted:

Pursuant to Section 51257 of the *Government Code*, to facilitate a lot line adjustment the parties may mutually agree to rescind the contract and simultaneously enter into a new contract, provided that the Board finds all of the following:

(1) The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.

(2) There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.

(3) At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.

(4) After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.

(5) The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.

(6) The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.

(7) The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the General Plan.

## **Agenda Item**

### **RESCISSION AND SIMULTANEOUS ENTERING INTO A NEW WILLIAMSON ACT CONTRACT**

**April 20, 2021**

**Page 3 of 3**

The existing Land Conservation “Williamson Act” contract be partially rescinded, and a new Land Conservation “Williamson Act” contract shall be simultaneously entered into.

The attached Resolution would serve to rescind a Williamson Act Contract No. 214 and simultaneously enter the new 2.50-acre parcel and 156.50-acre parcel into Williamson Act Contract No. 2096.

The following findings can be made by the Board and are found in the attached Resolution:

1. All land to be included within the new Land Conservation “Williamson Act” contract is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses.
2. The rescission and creation of a Land Conservation “Williamson Act” contract is categorically exempt from environmental review under the *California Environmental Quality Act (CEQA Guidelines Section 15317)*.
3. The adjustment, of Agricultural Preserve 77/1970, is consistent with LU Policy B1.1.2 of the Land Use Element of the *2035 Kings County General Plan*.
4. The subject property is not within the sphere of influence of any city.
5. Land Conservation “Williamson Act” Contract No. 2096 is designated as Prime Farmland on the State’s Important Farmland Map of 2016.

The Resolution and the Land Conservation Contract No. 2096 has been reviewed and approved by County Counsel as to form.

Attachments:

Resolution

Land Conservation Contract No. 2096

Recording requested by the Kings County Board of Supervisors	
When recorded, return to the Kings County Community Development Agency Kings County Government Center 1400 W. Lacey Blvd, Bld #6 Hanford, CA 93230	

Space above this line for Recorder's use.

**LAND CONSERVATION CONTRACT  
CONTRACT NO. 2096**

**INCLUDING A RESCISSION OF CONTRACT NO. 214, AND ENTERING INTO THIS NEW  
CONTRACT NO. 2096 IN ITS PLACE PURSUANT TO GOVERNMENT CODE SECTION  
51257**

**THIS LAND CONSERVATION CONTRACT IS MADE AND EXECUTED THIS \_\_\_\_\_**  
day of \_\_\_\_\_, 2021, by and between Steven A. Dufur and Melissa Dufur, husband and wife, as  
community property, hereinafter referred to as the "Owners" and the **COUNTY OF KINGS**, a political  
subdivision of the State of California, hereinafter referred to as the "County";

**WITNESSETH:**

**WHEREAS**, the Owners own real property in the County of Kings, State of California,  
hereinafter referred to as the "Subject Property," which is identified as Assessors Parcel Number(s) 026-  
190-032 and 026-190-033 and more particularly described as follows:

LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4), IN SECTION FIFTEEN (15),  
TOWNSHIP TWENTY (20) SOUTH, RANGE TWENTY (20) EAST, MOUNT  
DIABLO BASE AND MERIDIAN, AS PER MAP OF EMPIRE RANCH, RECORDED  
IN VOLUME 1, PAGES 91 AND 92 OF LICENSED SURVEYOR PLATS, RECORDS  
OF KINGS COUNTY, CALIFORNIA, CONTAINING 160.20 ACRES, MORE OR  
LESS.

EXCEPTING THEREFROM PARCEL 2 OF THAT CERTAIN PARCEL MAP  
RECORDED IN BOOK 9, OF PARCEL MAPS AT PAGE 54 AS DOCUMENT NO.  
17572, IN THE OFFICE OF THE KINGS COUNTY RECORDS, STATE OF  
CALIFORNIA.

**WHEREAS**, the Subject Property is restricted by Land Conservation Contract No. 214.

**WHEREAS**, the Owners of the Subject Property wish to adjust the property lines between the  
Subject Property and another property which is not restricted by a Land Conservation Contract;

**WHEREAS**, pursuant to Government Code Section 51257 the boundary of the contracted land  
may be adjusted to accommodate minor boundary changes by rescinding the current contract on the  
Subject Property and simultaneously entering into a new contract for the "New Subject Property" as  
hereinafter described;

**WHEREAS**, the New Subject Property will continue to be devoted to agricultural uses and uses  
compatible thereto;

**WHEREAS**, the New Subject Property is located in Agricultural Preserve No. 77 which was established by the Board of Supervisors of the County by Resolution No. 70-15;

**WHEREAS**, the Owners and the County desire to limit the use of the New Subject Property to agricultural uses and uses compatible thereto in order to preserve a maximum of agricultural land, to conserve California's economic resources, to maintain the agricultural economy, to assure a supply of food and fiber for future residents of the State to discourage the premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, esthetic and economic asset to the Owners and the County; and

**WHEREAS**, both the Owners and the County intend that the terms, conditions and restrictions of this Contract be substantially similar to contracts authorized by the California Land Conservation Act of 1965.

**NOW, THEREFORE, IT IS AGREED** as follows:

1. Land Conservation Contract No. 214 is hereby rescinded, and this new Contract No. 2096 is entered into to replace Land Conservation Contract No. 214. The New Subject Property is hereby described as follows:

That portion of Section 15, Township 20 South, Range 20 East, M.D.B. & M. in the unincorporated area of the County of Kings, State of California, being more particularly described as follows:

Parcel 1 and Parcel 3 of that certain Parcel Map as recorded on \_\_\_\_\_ as Document No. \_\_\_\_ in Book \_\_\_\_ of Parcel Maps at Page \_\_\_\_\_, Kings County Records.

2. This Contract is made and entered into pursuant to the provisions of the California Land Conservation Act of 1965; and all of the provisions of said Act, including all amendments thereto that hereafter become effective are incorporated herein by reference and made a part hereof.

3. During the term of this Contract and any renewals thereof the New Subject Property shall not be used by the Owners, or their successors in interest, for any purpose other than the production of agricultural commodities for commercial purposes, and those compatible uses which are listed in the Resolution establishing the Agricultural Preserve within which the land is located. The Board of Supervisors of the County may from time to time during the term of this Contract and any renewals thereof, by Resolution, add to the permissible uses of the Subject Property listed in the Resolution establishing the Preserve. However, the Board of Supervisors may not during the term of this Contract and any renewals thereof eliminate any of the permitted uses for the Subject Property, as set forth in said Resolution, without the prior written consent of the Owners.

4. Nothing in this Contract shall limit or supersede the planning, zoning and other police powers of the County, and the right of the County to exercise such powers with regard to the New Subject Property.

5. There shall be no payment to the Owners by the County.

6. The term of this Contract shall be for ten (10) years, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2021. Benefits of this Contract shall begin at the start of the following fiscal year.

7. This Contract shall automatically renew to the full term as outlined in item 6 above on January 1, 2022, and every first day of January thereafter unless notice of non-renewal is given in the manner provided for a contract under the California Land Conservation Act of 1965 and with like effect as provided in said Act.

8. This Contract may be canceled subject to the same proceedings and with like penalties as set forth in the California Land Conservation Act of 1965 for the cancellation of Contracts.

9. Upon acquisition of title or taking of possession in any action for the condemnation of fee title to any of the New Subject Property, or of less than a fee interest which will prevent the land being used for any authorized uses, and upon the acquisition of such title by a public agency in lieu of condemnation, this Contract shall automatically and immediately become null and void with regard to that portion of the New Subject Property, which is so condemned or acquired.

10. This Contract is expressly conditioned on the State of California annually appropriating funds and the State Controller making annual payments to County under the provisions of the Open Space Subvention Act (California Government Code section 16140, et seq.), and if said funds are not appropriated or dispersed the County may, in its sole discretion, terminate this Contract.

11. Any notices required to be given to the County under this Contract shall be delivered to the Clerk of the Board of Supervisors of the County, and any notices to be given to the Owners shall be mailed to Owner(s) at the address of New Subject Property as it is shown on the latest adopted tax roll of Kings County.

12. This Contract shall constitute a covenant running with the land and shall be binding upon and inures to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the parties. The recitals are integral to this Contract and are incorporated herein as though fully set forth.

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the date first above written.

**COUNTY OF KINGS**

**OWNER(S):**

By: \_\_\_\_\_

Craig Pedersen, Chairman

Board of Supervisors

\_\_\_\_\_  
Steven A. Dufur

\_\_\_\_\_  
Melissa Dufur

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**STATE OF CALIFORNIA  
COUNTY OF KINGS**

On the \_\_\_\_ day of \_\_\_\_\_, 2021, before me, Catherine Venturella, Clerk of the Board of Supervisors in and for said County personally appeared Craig Pedersen, Chairperson of the Board of Supervisors of Kings County personally known to me (or proved to me on a satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Clerk of said Board

\_\_\_\_\_ Clerk

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

\* \* \* \* \*

**IN THE MATTER OF RESCINDING** )  
**WILLIAMSON ACT CONTRACT No. 214** )  
**AND APPROVING WILLIAMSON ACT** )  
**CONTRACT NO. 2096** )  
\_\_\_\_\_ )

**Resolution No: 21-\_\_\_\_\_**

**Re: Rescission of Land Conservation  
contract and simultaneously  
entering into a new contract related  
to In-Lieu Parcel Map No. 20-04.**

**WHEREAS**, on March 3, 1970, Williamson Act Contract No. 214 was recorded in Book 949 at Page 627, of Kings County Records pursuant to Government Code Section 51296 restricting to agricultural uses that one-hundred sixty (160) acres of property identified as APN’s 026-190-031, 026-190-032 and 026-190-033;

**WHEREAS**, on December 16, 1985 a partial non-renewal was recorded in Book 1354 at Page 147, of Kings County Records, on one (1) acre of property identified as APN 026-190-031 leaving that one-hundred fifty-nine (159) acres of property identified as of APN’s 026-190-032 and 026-190-033 subject to contract (“Subject Property”);

**WHEREAS** the owners of of the Subject Property (“Owners”) desire to change the boundaries of the Subject Property by adjusting the lot lines of the Subject Property and another property adjacent to the Subject Property and have petitioned the Board to rescind Williamson Act Contract No. 214 on the Subject Property and simultaneously place the Subject Property under new a Williamson Act contract, pursuant to Section 51257 of the California Land Conservation Act of 1965;

**WHEREAS**, the Subject Property has been and will continue to be devoted to agricultural uses and uses compatible therewith;

**WHEREAS**, the Owners have complied with the procedural requirements to rescind *Williamson Act* Contract No. 214 and simultaneously place the Subject Property under a new *Williamson Act* contract;

**WHEREAS**, all land to be included within the new *Williamson Act* contract is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses; and

**WHEREAS**, the Board has determined that the proposed *Williamson Act* contract recommended by staff is consistent with the *2035 Kings County General Plan* and that it is in the best interest of the County to enter into such Contract.

**NOW, THEREFORE, BE IT RESOLVED**, the Board finds that:

1. All land to be included within the new *Williamson Act* contract is to be used for the purpose of producing agricultural commodities for commercial purposes and compatible uses.
2. The rescission and creation of an Agricultural Preserve is categorically exempt from review under the *California Environmental Quality Act (CEQA Guidelines Section 15317)*.



3. The adjustments of Agricultural Preserve No. 77/69 are consistent with LU Policy B1.1.2 of the Land Use Element of the *2035 Kings County General Plan*.
4. The subject property is not within the sphere of influence of any city.
5. *Land Conservation Williamson Act* Contract No. 2096 will be and is designated as Prime Farmland on the State's Important Farmland Map of 2016.

**BE IT FURTHER RESOLVED** the Board finds that:

1. Section 51257 of the *California Government Code* states that to facilitate a lot line adjustment pursuant to subdivision (d) of Section 66412, the Parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts pursuant to this chapter, provided that the Board finds all of the following:
  - A. The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
    - (1) Finding: The rescinded contract has an unexpired term of nine(9) years. The new contract has an initial term of ten (10) years which will enforceably restrict the adjusted boundaries of the parcel for at least as long as the unexpired term of the rescinded contract and for an initial term not less than ten (10) years.
  - B. There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
    - (1) Finding: The rescinded contract restricts an aggregated one-hundred fifty-nine (159) acres of land. The new contract restricts an aggregated one hundred fifty-nine (159) acres of land which is as great or greater than the aggregated acreage restricted by the rescinded contract. As a result, there is no net decrease in the amount of acreage restricted.
  - C. At least ninety (90) percent of the land under the former contract or contracts remains under the new contract or contracts.
    - (1) Finding: The former contract restricts one-hundred fifty-nine(159) acres of land. After the lot line adjustment, one-hundred fifty-eight (158) acres of land under the former contract will remain under the new contract for a total of 99 percent (99%) of the land under the former contract remaining under the new contract. As a result, at least ninety (90) percent of the land under the former contract remains under the new contract.
  - D. After the lot line adjustment, the parcel of land subject to contract will be large enough to sustain their agricultural use, as defined in Government Code Section 51222.
    - (1) Finding: Pursuant to Government Code Section 51222, agricultural land shall be presumed to be in parcels large enough to sustain their agricultural use if the land is (1)

at least 10 acres in size in the case of prime agricultural land, or (2) at least 40 acres in size in the case of land which is not prime agricultural land. The parcel subject to the new contract after the lot line adjustment is one-hundred fifty-nine (159) acres and is presumed to be large enough to sustain its agricultural use.

E. The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.

(1) Finding: The proposed lot line adjustment will adjust the boundaries between three (3) existing parcels. Two of the existing parcels will merge into one of the resulting parcels (Parcel 3) which will be under contract and one of the resulting parcels (Parcel 2) will not be under contract. The adjustment of the boundaries of Parcel 2 and Parcel 3 makes it necessary to alter the boundaries of the land under contract, though the total acreage of land under contract will not change. The new contract will enforceably restrict the adjusted boundaries of Parcel 3 for an initial term of ten (10) years and the parcel will continue to be used for agricultural purposes, the proposed adjustment will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject contracted parcel or on other contracted lands in agricultural preserves.

F. The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.

(1) Finding: The existing agricultural acreage will continue to be used for agricultural purposes with no new uses being introduced. Accordingly, the proposed lot line adjustment is not likely to result in the significant removal of adjacent contracted land from agricultural or open-space use.

G. The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

(1) Finding: Prior to the lot line adjustment there were three (3) developable parcels. As a result of the lot line adjustment two (2) of the parcels merged into one resulting parcel (Parcel 3) which will be under contract leaving one resulting parcel (Parcel 2) which will not be under contract. Accordingly, the lot line adjustment will create no new parcels and all adjusted lots are consistent with the general plan.

**BE IT FINALLY RESOLVED THAT:**

1. This Board rescinds *Williamson Act* Contract No. 214 and simultaneously enters into *Williamson Act* Contract No. 2096 which is attached hereto as Exhibit A and incorporated herein by reference.
2. The Chairperson of the Board is hereby authorized to execute the contract for all land within said *Williamson Act* Contract No. 2096.
3. The Kings County Community Development Agency shall be responsible for the enforcement of the contract entered into under the provisions of this Resolution.

4. The Kings County Community Development Agency is directed to complete the administrative requirements, recordings and make the required notices to property owners, County departments and State agencies.

The foregoing Resolution was adopted on a motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, by the following vote:

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

\_\_\_\_\_  
Craig Pedersen, Chairman  
Kings County Board of Supervisors

WITNESS my hand and seal of said Board of Supervisors this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Catherine Venturella  
Clerk of said Board of Supervisors