

### 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 27, 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.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, Kings County will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers.

Members of the public who wish to observe the meeting virtually can do so via the worldwide web at:

<https://youtu.be/vx-DXo7yAQ> or go to [www.countyofkings.com](http://www.countyofkings.com) and click on the "Join Meeting" link.

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

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

- I. **9:00 AM** **CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION – Robert Needham- Kings County Sheriff's Chaplain**  
**PLEDGE OF ALLEGIANCE**
  
- II. **UNSCHEDULED APPEARANCES**  
*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.*
  
- III. **APPROVAL OF MINUTES**
  - A. Approval of the minutes from the April 20, 2021 regular meeting.



**IV. CONSENT CALENDAR**

**A. Agriculture Department:**

1. a. Consider approving the purchase of additional bait materials for rodent bait mixing supplies needed to fill vertebrate bait orders; and
- b. Adopt the budget change. **(4/5 vote required)**
2. Consider authorizing the Agricultural Commissioner to sign an Agreement with the California Crop Improvement Association for the County's assistance with the seed certification program.

**B. Behavioral Health Department:**

1. a. Consider approving the amended Agreement with Aspiranet for Wraparound Full Service Partnership and Family Urgent Response System services from May 1, 2021 through June 30, 2022; and
- b. Adopt the budget change. **(4/5 vote required)**

**C. County Counsel Department:**

1. Consider adopting a Resolution declaring a local emergency due to drought conditions in Kings County.

**D. Human Services Agency:**

1. a. Consider authorizing the Director of the Human Services Agency to sign the standard amendment to extend the Whole Person Care program through December 31, 2021; and
- b. Adopt the budget change. **(4/5 vote required)**

**E. Public Health Department:**

1. Consider introducing and waiving the first reading of the proposed amendment of Article III, Chapter 2, Section 2-40 of the Kings County Code of Ordinances relating to the First 5 Kings County Children and Families Commission.
2. Consider approving an Agreement with Elitecare Medical Staffing, Incorporated to provide licensed nursing staff to the Kings County Department of Public Health for augmented staffing levels needed during the COVID-19 pandemic.

**V. REGULAR AGENDA ITEMS**

**A. Administration – Rebecca Campbell/Domingo Cruz**

**Public Works Department – Dominic Tyburski**

1. a. Consider awarding the Senate Bill 81 Round Two Juvenile Center Remodel project to Katch Environmental, Inc., the apparent low bidder, in the amount of \$13,775,214;
- b. Approve the Construction Agreement; and
- c. Authorize the Public Works Director to approve change orders up to \$150,000.

**B. Administration – Rebecca Campbell**

1. Consider adopting a Resolution strongly urging Governor Newsom to use his administrative authority to adopt the federal weekly hours work standard for herders in California.

**C. 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. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**



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

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

**VII. CLOSED SESSION**

- ◆ **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)]
- ◆ **Conference with Labor Negotiator:** [Govt. Code Section 54957.6]  
 Negotiators: Rebecca Campbell, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
  - Deputy Sheriff's Association

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

**IX. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, May 4, 2021, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

|         |         |   |
|---------|---------|---|
| 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   |
| June 15 | 9:00 AM | Regular Meeting   |
| June 22 | 9:00 AM | Regular Meeting   |
| June 29 | 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 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.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, Kings County will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers.

Members of the public who wish to observe the meeting virtually can do so via the worldwide web at:

[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.

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

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

- I. **9:00 AM** **CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION – Pastor Andrew Cromwell – 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.*

**Lance Lippincott, Job Training Office Director, stated that his department received an award from the California Workforce Development Board as they continue to be a high performing department and they also received a monetary award.**





**III. APPROVAL OF MINUTES**

**A.** Approval of the minutes from the April 13, 2021 regular meeting.

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

**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.

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

**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. **[Reso #21-024]**

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

**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 **[Agmt #21-034]**
- 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 **[Agmt #21-036]**
- 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 **[Agmt #21-037]**
- 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.

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

**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.

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



**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.

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

**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. **[Reso #21-025]**

**SUPERVISOR PEDERSEN OPENED THE PUBLIC HEARING. NO TESTIMONY WAS RECEIVED AND THE PUBLIC HEARING WAS CLOSED.**

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

**VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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

**Supervisor Neves stated that he has been working on projects with Lemoore High School, was a judge for the Lemoore Lions Club Speech debates, attended the Autism Awareness Event, participated in the South Fork Kings Groundwater Sustainability Agency meeting and the Kings County Homelessness Collaborative meeting and announced at Lemoore Raceway.**

**Supervisor Valle thanked Greg Gatzka, Community Development Director for his help in getting the technical information together for an interview on the Jackson Ranch project. He stated that he has been in contact with our Federal Lobbyist, Joe Krahn working on the County priority Earmark project for pedestrians in Kettleman City.**

- ◆ **Board Correspondence: Rebecca Campbell stated that the Board has received letters from MBK Engineers for Tule Basin Farms petition for Change Involving Water Transfer. She also stated that a notice was received from San Joaquin Valley Unified Air Pollution Control District for a Public Hearing to review the 2021/2022 Budget.**
- ◆ **Upcoming Events: Rebecca Campbell stated that Crime Victims’ Rights Week Quilt display is set for April 22, 2021 from 2:00 -7:00 p.m. at First Baptist Church in Hanford at 9125 13 ½ Avenue. Updates on the Victims’ Rights Facebook daily beginning April 19, 2021 and the Virtual Unveiling of Quilts will be April 22, 2021 at 6:00 p.m. on Facebook. The Pandemic Relief Funding Programs information session presented by Kings County and California Special Districts Association will be held May 4, 2021 at 3:30 p.m. via WebEx, the Central Valley Regional Water Quality Control Board meeting notice and agenda for April 22, 2021, and Waste Management Kettleman Hills Facility 6<sup>th</sup> Annual Information meeting will be April 21, 2021 at 5:30 p.m. via Zoom.**



- Information on Future Agenda Items: **Rebecca Campbell stated that the following items would be on a future agenda: Administration – COVID-19 update and Senate Bill 81 Round Two Juvenile Center Remodel Construction Award, Agriculture Department – Agreement with the California Crop Improvement Association for the County’s Assistance with the Seed Certification Program, Behavioral Health Department – 1<sup>st</sup> Amendment to Agreement with Aspiranet Wraparound Full Service Partnership and Family Urgent Response System Services, Human Services Agency – Kings Whole Person Care Extension Budget, Public Health Department – Amending Code Section 2-40 of the Ordinance Code (First 5 Program), Assessor’s Department – Agreement for outside access to Assessor’s Database, Behavioral Health Department – Mental Health Awareness Month, Human Services Agency – Study Session regarding the General Assistance Program, Sheriff’s Department – Resolution and Grant Agreement with the California Department of Parks and Recreation, and Sheriff’s Department – Agreement with Securus Technologies, LLC.**

**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)]  
**REPORT OUT: Carrie Woolley, Assistant County Counsel reported that she did not anticipate any reportable action being taken in closed session today.**

**IX. ADJOURNMENT**

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

| <b><i>FUTURE MEETINGS AND EVENTS</i></b> |         |   |
|--|---------|---|
| 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.*



# 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 27, 2021

**SUBMITTED BY:** Agriculture Department – Jimmy Hook/Steve Schweizer

**SUBJECT:** APPROPRIATION INCREASE FOR RODENT BAIT MIXING SUPPLIES

### **SUMMARY:**

#### **Overview:**

Vertebrate bait sales have depleted the Department's agricultural services and supplies expenditure line item, and additional supplies are needed to fill orders. In order to meet the current demand of bait sales, the Department is requesting approval to increase expenditure and revenue appropriations to account for the purchase of supplies and sale of additional manufactured bait.

#### **Recommendation:**

- a. Approve the purchase of additional bait materials for rodent bait mixing supplies needed to fill vertebrate bait orders; and
- b. Adopt the budget change. (4/5 vote required)

#### **Fiscal Impact:**

There is no impact to County General Fund. Increased expenditures will be offset by increased revenue from bait sales in Fiscal Year 2020/2021. In Budget Unit 260000, expenditure appropriations will increase by \$100,000 in Account 92002 (Ag. Services and Supplies), and corresponding revenue appropriations will increase by \$100,000 in Account 88008 (Other Sales). The revenue generated from the sale of manufactured bait will directly offset the increased expense of bait mixing supplies.

### **BACKGROUND:**

The Agricultural Commissioner-Sealer manufactures vertebrate bait to be sold and used in agriculture to control rodents. Vertebrate bait sales are greater than anticipated for Fiscal Year 2020/2021, and as a result, additional bait mixing supplies are needed to ensure an adequate inventory is maintained for the remainder of this fiscal year.

**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.

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       | Agriculture Department | Ag Services and Supplies | 100000   | 260000    | 92002       | 100,000              |
|               |                        |                          |          |           |             |                      |
| <b>TOTAL</b>  |                        |                          |          |           |             |                      |

| Funding Sources: |                        |              |          |           |             |                      |
|------------------|------------------------|--------------|----------|-----------|-------------|----------------------|
| FUND NAME        | DEPT. NAME             | ACCOUNT NAME | FUND NO. | DEPT. NO. | ACCOUNT NO. | APPROPRIATION AMOUNT |
| General          | Agriculture Department | Other Sales  | 100000   | 260000    | 88008       | 100,000              |
|                  |                        |              |          |           |             |                      |
| <b>TOTAL</b>     |                        |              |          |           |             |                      |

**(B) Budget Transfer:**

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

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

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

Dept. of Finance Approval \_\_\_\_\_  
Administration Approval \_\_\_\_\_

Department Head  \_\_\_\_\_  
Board Approval \_\_\_\_\_

BOS meeting date: April 27, 2021



# 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 27, 2021

**SUBMITTED BY:** Agriculture Department – Jimmy Hook/Lynda Schrupf

**SUBJECT:** AGREEMENT WITH THE CALIFORNIA CROP IMPROVEMENT ASSOCIATION FOR THE COUNTY'S ASSISTANCE WITH THE SEED CERTIFICATION PROGRAM

**SUMMARY:**

**Overview:**

The Agricultural Commissioner-Sealer provides services in cooperation with the California Crop Improvement Association in maintaining the integrity of certified seed. This agreement continues the County's assistance with the seed certification program from the current agreement which will expire June 30, 2021.

**Recommendation:**

**Authorize the Agricultural Commissioner to sign the Agreement with the California Crop Improvement Association for the County's assistance with the seed certification program.**

**Fiscal Impact:**

There is no impact to General Fund. Revenue of \$3,995 for this program is included in the Requested Fiscal Year 2021-2022 Budget, Budget Unit 260000, Account 85043 (State Aid-Agriculture), and sufficiently cover the Department's program expenses.

**BACKGROUND:**

The Agricultural Commissioner-Sealer assists the California Crop Improvement Association (CCIA) with inspections of harvester equipment, seed processing equipment, and sample seed to maintain the integrity of certified seeds in Kings County. For provision of such assistance, the CCIA provides revenue to the County in the amount of \$3,995. The term of this agreement is from July 1, 2021 through June 30, 2022.

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

**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.

**AGREEMENT BETWEEN  
CALIFORNIA CROP IMPROVEMENT ASSOCIATION  
and  
AGRICULTURAL COMMISSIONER, KINGS COUNTY**

THIS AGREEMENT shall be effective the first day of July 1, 2021, by and between the CALIFORNIA CROP IMPROVEMENT ASSOCIATION (hereinafter "CCIA"), and the County of KINGS as executed by the Agricultural Commissioner (hereinafter "the Commissioner").

**RECITALS**

WHEREAS, CCIA is designated as the Recognized Agency to certify seed pursuant to Section 3875 of Title 3 of the California Code of Regulations, and is empowered to adopt rules and regulations for such certification.

WHEREAS, pursuant to authority in the Food and Agricultural Code Section 52421, the Commissioner is authorized to do all of the following: a) cooperate with seed-certifying agencies which are officially recognized under the provisions of this chapter; b) supervise the harvesting, cleaning, and packaging of any seed which is eligible for certification, and the affixing of labels and seals to it; c) examine, sample, and test such seeds; and d) perform such other services as may be necessary to maintain the identity and quality of certified seed.

WHEREAS, CCIA desires to retain the Commissioner as an independent contractor for the purpose of providing services related to seed certification, and the Commissioner desires to provide such services to CCIA on such basis pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for such other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Responsibilities of the Commissioner. The Commissioner shall provide the services described in **Attachment A** to this Agreement, attached hereto and incorporated herein by this reference.
2. Responsibilities of CCIA. CCIA shall be responsible for providing the Commissioner such information and documentation as may be necessary for the Commissioner to provide the services required by this Agreement.
3. Compensation. Upon execution of this Agreement by the Commissioner, CCIA shall pay the Commissioner half the estimated annual payment not to exceed \$1,997.00 after July 1, 2021 and within 30 days of receipt of the signed agreement from the Commissioner.

On or before February 1, 2022, the Commissioner shall invoice CCIA for the remaining amount not to exceed \$1,997.00 and CCIA shall pay said amount no later than March 30, 2022 and within 30 days of receipt of the invoice from the Commissioner.

In no event shall the total amounts paid to the Commissioner by CCIA exceed \$3,995.00 during the term of this Agreement.

4. Term/Termination. The term of this agreement shall be for the period commencing July 1, 2021, and terminating June 30, 2022.

CCIA may terminate this Agreement for good cause upon 10 days advance notice to the Commissioner. Provided however, that if the good cause for termination is one that can be cured, the Commissioner shall have 10 days from receipt of the notice in which to cure. If the breach is cured within the 10-day period, the Agreement shall continue as if there had been no breach. If the Commissioner fails to cure, then the Agreement shall terminate at the end of the 10-day period. If the good cause for termination is one that *cannot* be cured, the Agreement shall terminate immediately upon receipt of the notice of termination by the Commissioner.

5. Use of CCIA Name and Logo. CCIA hereby grants to the Commissioner a non-exclusive revocable license to use CCIA's name and certification logo (a copy of which is attached hereto as **Attachment B**). The logo may be

used as an indication of certification by the Commissioner. CCIA shall not charge for use of the logo so long as it is used only in accordance with this Agreement. All good will developed by use of the CCIA name or logo is for the benefit of CCIA. Nothing herein contained provides the Commissioner any ownership interest in the name or logo but provides the Commissioner only with the use thereof. The Commissioner hereby waives any and all possible rights, ownership or use of the CCIA name or logo other than as specifically provided in this Agreement. The Commissioner agrees not to file with the United States Patent and Trademark Office or any other state or country, an application for the registration of the name or logo, or any type of trademark, service mark, certification mark, trade name or the like, which in any way incorporates the CCIA name or logo or their facsimiles. The right to use the name or logo shall terminate at the same date as termination of this Agreement.

6. Insurance. The parties represents that they have an adequate policy of insurance or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to protect one another from any negligent acts committed by CCIA, CCIA officers, CCIA employees or the Commissioner, the Commissioner's assistants, helpers, employees, or agents during the performance of any of its responsibilities under the terms of this Agreement.

7. Proprietary information. The parties hereto acknowledge and agree that any and all information which is provided by CCIA to the Commissioner, obtained by the Commissioner from CCIA's officers, directors or employees, or obtained by the Commissioner in carrying out its responsibilities pursuant to this Agreement, is confidential, proprietary and trade secret information. As a result of being provided with this information, the Commissioner agrees to maintain in confidence all such information as confidential, proprietary and trade secret information, except where disclosure is otherwise required by law.

8. Property of Commissioner. All intellectual and personal property, including but not limited to data, reports, or writings, in whatever form, finished or unfinished, developed, prepared or purchased pursuant to this Agreement, will be exclusively the property of CCIA, and the Commissioner agrees to deal with it as such, unless such property is deemed to be public record and subject to disclosure laws. All such property shall be delivered to CCIA within fifteen (15) days of CCIA's written request or upon termination of this Agreement.

9. Indemnification. Each party agrees to indemnify the other against all liabilities, losses, costs, damages, attorneys' fees, and any other expenses accruing or resulting to the other party as a result of the indemnifying party's breach of this agreement or its acts or omissions in the course and scope of performing this agreement. Such indemnification includes, but is not limited to, indemnity for sums paid or liabilities incurred in settlement of, expenses paid or incurred in connection with, claims, suits, or judgments against a Party and/or its officers, directors, members, agents, and employees, and expenses paid or incurred in enforcing the terms of this Agreement, or in procuring or attempting to procure, release from liability resulting from a Party's breach of this Agreement or its acts or omissions during the course of this Agreement.

10. No Partnership/Liability. The parties hereto acknowledge and agree that the relationship between CCIA and the Commissioner is an independent contractor relationship and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relationship or other relationship except as set forth between the parties. The parties hereto further acknowledge and agree that the Commissioner is not a partner with CCIA, whether general or limited, and no activities of the Commissioner or CCIA or statements made by the Commissioner or CCIA shall be interpreted by any of the parties hereto as establishing any type of business relationship other than as an independent contractor. The Commissioner shall not have the right or power to create any liability on behalf of CCIA as a result of execution of this Agreement.

11. No Withholdings/No Benefits. As a result of the independent contractor relationship between CCIA and the Commissioner, CCIA shall not deduct from the fees paid to the Commissioner any sums required for social security, withholding taxes, FICA, state disability insurance, or any other federal, state or local tax or charge which may or may not presently be in effect or are hereinafter enacted, or required as a charge or withholding on the compensation of the Commissioner. The Commissioner understands and agrees that neither it nor its employees are employees of CCIA but that the Commissioner is an independent contractor, and as such, neither the Commissioner nor its employees will receive any fringe benefits from CCIA including the protections of workers' compensation insurance.



12. Commissioner's Employees, Representatives and Subcontractors.

- a. The Commissioner shall furnish its own employees, representatives or subcontractors that the Commissioner determines are necessary in order to provide the services required by this Agreement.
- b. The Commissioner shall be solely responsible for the direction and control of the employees, representatives and subcontractors of the Commissioner, if any, performing services for the Commissioner, including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, hours and working conditions, and the adjustment of their grievances. The Commissioner shall determine the method, means and manner of the performance of the work of its employees, representatives and subcontractors based on the obligations required by this Agreement.
- c. The Commissioner assumes full and sole responsibility for the payment of all fees, wages, benefits and expenses of its employees, representatives, and subcontractors, and for all state and federal income tax withholding, unemployment insurance, workers compensation insurance, and social security or other taxes as to all persons employed by the Commissioner in the performance of services under this Agreement.
- d. The parties acknowledge, intend and agree that neither the Commissioner, nor any of the Commissioner's employees, representatives or subcontractors, shall be considered a "leased employee" of CCIA within the meaning of Section 414(n) of the Internal Revenue Code of 1986, as amended, nor shall any such individual be eligible or entitled to participate in any benefit plan sponsored by CCIA.

13. Audit. The Commissioner agrees that it will make its records available for audit by CCIA for up to three years after the date of termination of this Agreement. CCIA agrees that such audit will be limited to those matters connected with the performance of this Agreement.

14. Amendment/Assignment. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto. Neither party may assign or transfer this Agreement to any third party without the prior written consent of the other party.

15. Attorney's Fees and Venue. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party in addition to any other reasonable relief to which he or she may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Yolo, State of California for any proceeding arising hereunder.

16. Sole and Only Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to Services provided by the Commissioner to CCIA. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any party or anyone acting on behalf of any party that are not embodied in this Agreement and no other agreement, statement or promise shall be valid or binding.

17. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

18. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally, at the time confirmed for delivery if by facsimile, at the time sent by email, or if mailed, at the time deposited in the United States mail or with an express mail service, postage prepaid and addressed as follows:

CALIFORNIA CROP IMPROVEMENT ASSOCIATION  
Parsons Seed Certification Center  
University of California  
One Shields Avenue  
Davis, California 95616-8541  
Fax: (530) 752-4735  
Email: [krsoden@ucdavis.edu](mailto:krsoden@ucdavis.edu)

AG COMMISSIONER  
COUNTY OF KINGS  
680 N.Campus Drive Ste. B  
Hanford, CA 93230  
Fax: 559-582-5251  
Email: [agstaff@co.kings.ca.us](mailto:agstaff@co.kings.ca.us)

The parties hereto may change their address, fax, or email as set forth in this paragraph by providing the other party with written notice thereof.

19. Successors and Assigns. This Agreement shall be binding and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

20. Governing Law. This Agreement shall be construed and governed pursuant to the laws of the State of California.

21. Survival. The provisions of this Agreement which are necessary to enforce or interpret it in the event of a dispute, both as to the letter and spirit of the Agreement, shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

Date: \_\_\_\_\_ CALIFORNIA CROP IMPROVEMENT ASSOCIATION,  
a California nonprofit corporation

By: \_\_\_\_\_  
John C. Palmer, Executive Director

Date: \_\_\_\_\_ AGRICULTURAL COMMISSIONER, KINGS COUNTY

By: \_\_\_\_\_  
Jimmy Hook, Agricultural Commissioner

Date: \_\_\_\_\_ CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE

By: \_\_\_\_\_  
Brenda Lanini, CDFA Representative

## ATTACHMENT A

### Agricultural Commissioner Seed Certification Responsibilities

County Agricultural Commissioner's are authorized by the California Seed Law and Regulations to engage in seed certification services in cooperation with the California Crop Improvement Association (CCIA), which is designated as the Recognized Agency to certify seed (California Code of Regulations, Section 3875) and thus are empowered to have rules and regulations for such certification. California Seed Law (Section 52421) states that the Commissioners may do all of the following:

- a. Cooperate with seed-certifying agencies which are officially recognized under the provisions of this chapter.
- b. Supervise the harvesting, cleaning, and packaging of any seed which is eligible for certification, and the affixing of labels and seals to it.
- c. Examine, sample, and test such seeds.
- d. Perform such other services as may be necessary to maintain the identity and quality of certified seed.

Contracts are issued by CCIA with all county commissioners involved. A fee is negotiated with the Commissioner and paid to the county. Services which must be performed by the Commissioner's office are described in these procedures, which expand on the General Seed Certification Standards.

#### APPLICATIONS

The Commissioner will have online access to applications at the time submitted application is accepted by CCIA. The Commissioner will receive weekly email notifications when applications are approved by CCIA.

#### FIELD INSPECTIONS

After CCIA's inspection of the field(s), a Field Inspection Report is prepared and will be available to the Commissioner at the CCIA web site.

The Field Inspection Report will include the names of the applicant and grower, crop and variety, applied acreage, county where the field(s) are located, application number, class and category of seed eligible to be produced, and whether the field(s) met or failed standards. Occasionally, a report will have special instructions indicating a portion of a field must not be harvested due to lack of isolation, excess weeds, etc. Compliance with these instructions may require monitoring by the Commissioner.

#### HARVESTING

Harvesting is subject to the supervision of the Commissioner. It is the Commissioner's discretion, based on previous compliance, as to the frequency and extent of these inspections. The Commissioner should refer to the Field Inspection Report for any special instructions about a particular field before allowing the harvest to proceed.

#### TRANSPORTING SEED FROM HARVESTER

Conveyances used in transporting the seed from harvester to storage or conditioning are also subject to supervision and inspection by the Commissioner. As with harvesting, it is the Commissioner's discretion, based on previous compliance, as to the frequency and extent of these inspections.

#### INTER-COUNTY PERMIT and INTER-STATE TRANSFER of SEED CERTIFICATE

It is the responsibility of the Commissioner to issue or have issued inter-county permits and inter-state transfer of seed certificates for seed moving between counties, states or (rarely) countries.

#### CONDITIONING

The Commissioner and CCIA must approve of any facility where seed intended for certification is to be conditioned by use of an Application for Certified Seed Conditioning Permit signed annually (July 1) by the operator who agrees to comply with standards, cooperate with the Commissioner and CCIA. The Commissioner or CCIA may inspect the facility at any time.

Approved facilities handling more than an occasional lot of seed for certification are expected to become accredited. This designation involves the appointment of a Certification Representative and less direct supervision by the Commissioner. At the discretion of the Commissioner, the Certification Representative will be responsible for any or all conditioning and related operations, acting as a representative of CCIA and the Commissioner at that facility. Only conditioners with personnel capable of meeting these responsibilities should be designated as Accredited.

#### CONDITIONER RECORDS

Conditioning records should be available to the Commissioner or CCIA at all times.

#### BLENDING

A copy of a Certified Seed Blending Permit will be sent to the conditioner and to the Commissioner, when such activity is requested.

#### SAMPLING

Unless the conditioner has Accredited status, the Commissioner samples seed eligible for certification. The sample should be drawn in the same manner that official samples are drawn (California Seed Law, Section 3872). A Certification Sample Form is required with a sample drawn for certification. CCIA and/or the Commissioner's office must approve any variations in sampling technique.

#### TAGS (LABELS) AND SEALS

The Commissioner's office and/or the conditioning plant must account for all tags. These tags are sent to the Commissioner for distribution to the conditioning facility. Upon request of the Commissioner, tags will be sent directly to the conditioning facility.

#### PRETAGGING

Seed eligible for certification may be tagged with the official certification tag at the time of conditioning, before final certification, if supervised by the Agricultural Commissioner and approved by CCIA.

ATTACHMENT B

California Crop Improvement Association Logo





# 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 27, 2021

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

**SUBJECT:** FIRST AMENDMENT TO AGREEMENT WITH ASPIRANET FOR WRAPAROUND FULL SERVICE PARTNERSHIP AND FAMILY URGENT RESPONSE SYSTEM SERVICES

**SUMMARY:**

**Overview:**

On December 22, 2020, the Board approved an agreement with Aspiranet to provide Wraparound Full Service Partnership services from Fiscal Year 2020-2021 through Fiscal Year 2022-2023. In December 2020, the California Department of Social Services, through Senate Bill 80 and as amended by Assembly Bill 79, required all Counties to offer a Family Urgent Response System to their current and former foster youth residents and caregivers. Kings County Behavioral Health is seeking approval to amend the agreement with Aspiranet to add the provision of Family Urgent Response System.

**Recommendation:**

- a. Approve the Amended Agreement with Aspiranet for Wraparound Full Service Partnership and Family Urgent Response System services from May 1, 2021 through June 30, 2022; and
- b. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

There will be no impact to the County General Fund. The current Aspiranet agreement amount for each Fiscal Year (FY) is \$1,400,000, and is paid by the Mental Health Services Act fund. The amended agreement amount will increase by \$73,808 for FY 2020-2021 and \$443,507 for FY 2021-2022, and will be paid by the California Department of Social Services Family Urgent Response System allocation through an agreement with the Human Services Agency. This State allocation is paid through the Human

(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**

### **AGREEMENT WITH ASPIRANET FOR WRAPAROUND FULL SERVICE PARTNERSHIP AND FAMILY URGENT RESPONSE SYSTEM SERVICES**

**April 27, 2021**

**Page 2 of 2**

Services Agency as they are the recipients and administrators of the initial State allocation. An agreement between the Department and the Human Services Agency will be brought before the Board in the coming weeks to finalize the payment of California Department of Social Services Family Urgent Response System funds for this Aspiranet amendment.

#### **BACKGROUND:**

Family Urgent Response System (FURS) for caregivers, children, and youth, originally enacted through Section 107 of Senate Bill (SB) 80 (Statute of 2019) and amended by Assembly Bill (AB) 79 (Statutes of 2020), is defined as a coordinated statewide, regional, and county-level system designed to provide collaborative and timely state-level phone-based response and county-level in-home, in-person mobile response during situations of instability, for purposes of preserving the relationship of the caregiver and the child or youth. FURS provides developmentally appropriate relationship conflict management and resolution skills stabilizing the living situation, mitigating the distress of the caregiver, child, or youth, connecting the caregiver and child or youth to the existing array of local services while promoting a healthy and healing environment for children, youth, and families. FURS builds upon the Continuum of Care Reform and the State's recent System of Care development in order to provide current and former foster youth and their caregivers with immediate, trauma-informed support when they need it.

State directives released in August and December 2020 require counties to implement FURS for their residents by March 1, 2021; for which Kings County was given an extension for May 1, 2021. FURS is intended to provide 24-hours a day, seven days a week (24/7) collaborative state-level phone-based response and county-level in-home/in-person mobile response and stabilization to foster caregivers and current or former foster youth ages 0-21 who are residing in Kings County during situations of instability. As a result, FURS helps to de-escalate and stabilize the situation and connect the caregiver and/or current or former foster youth to local resources to sustain stability.

Aspiranet currently has a similar model in place within the Full Service Partnership (FSP) program wherein they can provide 24/7 crisis response and de-escalation, conflict resolution, and referrals to local services for their open FSP children and youth clients and families. Therefore, Aspiranet can quickly incorporate FURS into their existing model. FURS will be added to the Aspiranet agreement with the additional services beginning May 1, 2021 and continuing through June 30, 2022.

Under the agreement, Behavioral Health and the Human Service Agency will provide oversight of both program services to comply with Federal, State, and County contract guidelines. Aspiranet will provide quarterly reports on demographic data of all participants, outreach activities, training, and maintain all client records in an Electronic Health Records system.

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

**Agreement No. 20-154.1**

**FIRST AMENDMENT TO THE AGREEMENT FOR WRAPAROUND  
MENTAL HEALTH SERVICES ACT PLAN SERVICES BETWEEN  
THE COUNTY OF KINGS AND ASPIRANET**

This first amendment to that Agreement commencing on July 1, 2020, (“Amendment I”) by and between the County of Kings (“County”) and Aspiranet, a non-profit organization (“Contractor”) is made on \_\_\_\_\_, 2021, upon the following terms and conditions:

**RECITALS**

WHEREAS, the County and Contractor entered into that Agreement commencing on July 1, 2020, for wraparound full service partnership services under the Mental Health Services Act plan;

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

WHEREAS, the parties intend to modify the Agreement to update the Scope of Work to be performed and the Compensation due to Contractor.

NOW, THEREFORE, the parties agree as follows:

1. The Scope of Work, set forth as Exhibit A to the Agreement, shall be replaced with a Revised Exhibit A, as attached hereto and incorporated herein as though set forth in full. Further, any reference throughout the Agreement or its Exhibits to “Exhibit A” shall be replaced with “Revised Exhibit A.”

2. The consideration, compensation, and remuneration due to Contractor as set forth in Exhibit B to the Agreement shall be replaced with a Revised Exhibit B, as attached hereto and incorporated herein as though set forth in full. Further, any reference throughout the Agreement or its Exhibits to “Exhibit B” shall be replaced with “Revised Exhibit B.”

3. The recitals are an integral part of this Amendment and are incorporated herein.

4. All other terms and conditions of the Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, the Parties have caused this First Amendment to the Agreement to be executed on the day and year as provided above.

County of Kings

Aspiranet


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

By:  \_\_\_\_\_  
Vernon Brown, CEO

ATTEST:

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

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

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

Digitally signed by Carrie R. Woolley  
Date: 2021.04.14 09:43:17 -07'00'

Exhibits/Attachments:  
Revised Exhibit A: Scope of Work  
Revised Exhibit B: Budget

PL: 369878

## Revised Exhibit A

### Kings County Behavioral Health

Mental Health Services Act Program  
ASPIRANET

#### Program 1 - Full Service Partnership Services

Scope of Work  
July 1, 2020– June 30, 2023

Contractor shall provide FSP services to a minimum of 80 youths/children annually, based upon the Pathways to Mental Health Services Core Practice Model (CPM) Guide, for minors, biological parents, caretakers, and foster parents who are consumers as determined by Kings County Behavioral Health (KCBH).

Contractor may also provide Intensive Care Coordination (ICC) services and Intensive Home Based Services (IHBS) or other Specialty Mental Health Services (SMHS) for youths/children as referred and approved by the KCBH.

#### Description of the FSP Services

Full Service Partnership programs are a higher level of outpatient mental health services offering comprehensive and intensive services that incorporate a team approach to meeting the youth/child and family's behavioral health needs. FSP services are youth/child-guided and family driven, specially designed for youths/children who are experiencing physical, social, behavioral and emotional distress and in need of mental health services.

FSP services are intended to meet all of a family's needs in a balanced manner, *where* the family's needs are (home, work, school, in the community and Contractor's office), *when* the family is in need and at the *convenience* of the family. The discharge goal is to promote independence from public assistance and interdependence on natural family and community resources.

#### Program Intent

Contractor shall provide services to youths/children and families, eligible for MHSA FSP which may include individuals who are members of the Katie A. subclass.

The strategy involves “wrapping” a comprehensive array of individualized services and support networks “around” youths/children and families. FSP provides families the means to access information and services that address social, cultural and educational needs. Contractor shall:

1. Use the “whatever it takes” approach to assist families in keeping youth/children in the home while working collaboratively with the family.
2. Bring together a unique team of informal and formal support known as youth/child and family team (CFT) who help develop a plan that builds on the family's strengths and uses natural supports along with community resources.
3. Support youth/children and families by providing youth/child and family driven services through collaboration with formal and informal supportive team members.
4. Ensure services are focused on the family with supports that empower families and enhance their strength and ability to access internal and natural community resources.

5. Engage individuals (children, youth and their families) so that they can live in their homes and communities and realize their hopes, dreams, and reach wellness.
6. Promote youth/child and parent involvement with family voice, choice and preference.

Contractor shall ensure that all services are delivered and guided by the following values and principles, as determined by the CPM:

1. Youths/Children are first and foremost protected from abuse and neglect, and maintained safely in their own homes.
2. Services are needs driven, strength-based, and family focused from the first conversation with or about the family.
3. Services are individualized and tailored to the strengths and needs of each youth/child and family.
4. Services are delivered through a multi-agency collaborative approach that is grounded in a strong community base.
5. Parent/Family voice, choice, and preference are assured throughout the process.
6. Services incorporate a blend of formal and informal resources designed to assist families with successful transitions that ensure long-term success.
7. Services are culturally competent, culturally appropriate and respectful of the culture of children and their families and meet the minimum CLAS standards.
8. Services and supports are provided in the youth/child and family's community.
9. Youths/Children have permanency and stability in their living situation.

#### **A. KCBH's FSP Criteria**

1. Youth /Children with a **Serious Emotional Disturbance (SED)**. A child/youth is considered seriously emotionally disturbed if he/she exhibits one or more of the following characteristics over a long period of time and to a marked degree, which adversely affects his/her functioning. (Cal. Code Regs., tit. 34, § 300.7, subd. (b)(9); Cal. Code Regs., tit. 5, § 3030, subd. (i).):
  - a. An inability to learn which cannot be explained by intellectual, sensory, or health factors;
  - b. An inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
  - c. Inappropriate types of behavior or feelings under normal circumstances exhibited in several situations;
  - d. A general pervasive mood of unhappiness or depression;
  - e. A tendency to develop physical symptoms or fears associated with personal or school problems.
2. In addition to SED criteria youth/child must meet one of the following criteria:
  - a. Zero to five-year-old (0-5) who:
    - i. Is at risk of expulsion from pre-school;
    - ii. Is involved with or high risk of being detained by Child Welfare Services (CWS);



- iii. Has a parent/ caregiver with SED or severe and persistent mental illness, or who has a substance abuse disorder or co-occurring disorder.
  - b. Child/Youth who:
    - i. Has been removed or is at risk of removal from their home by CWS;
    - ii. Is in transition to a less restrictive placement.
  - c. Child/Youth is experiencing the following at school:
    - i. Suspension or expulsion;
    - ii. Violent behaviors;
    - iii. Drug possession or use;
    - iv. Suicidal and/or homicidal ideation.
  - d. Child/Youth who:
    - i. Is involved with probation, and/or is on psychotropic medication, and/or has transitioned back into less structured home/community.
- 3. Youth/Child must also be unserved, underserved or inappropriately served.
  - a. Unserved
    - i. Not receiving mental health services;
    - ii. History of mental health services, but none currently;
    - iii. No prior mental health services.
  - b. Underserved
    - i. Receiving some mental health services, though insufficient to achieve desired outcomes.
  - c. Inappropriately served
    - i. Receiving some mental health services, though inappropriate to achieve desired outcomes because of cultural, ethnic, linguistic, physical, or other needs specific to the consumer.

## **B. Enrollment**

- 1. Engagement and Team Preparation
  - a. Once a referral has been made and pre-authorized KCBH, a Contractor clinician contacts the family within 48 hours, or on a timeline determined by the youth's/child's referring worker, and/or location of the youth/child (e.g., hospital, group home, juvenile facility) to schedule an initial visit.
  - b. The initial meeting offers the Contractor's clinician and the referred youth/child and family an opportunity to get acquainted and establish rapport. Contractor will utilize reflective listening to understand the situation from the family's point of view. The visit will include a family orientation to the FSP process, as the family is invited to identify their strengths, resources and assets, additional CFT members, and to discuss any immediate safety concerns while building an initial Safety Plan. During this visit, emphasis is on engagement, assessment, and information sharing. Required commitments for participation, as well as legal issues are discussed, and families interested in services are provided releases and program documents for signature.
  - c. Subsequent meetings will be scheduled to complete the assessment, and a first CFT meeting will be scheduled for the entire team. Typically, assessment and CFT meetings take place within one week of the initial contact.

- i. Upon completion of the initial assessment and verification of the eligibility criteria Contractor shall enroll the youth/child in the FSP program and notify KCBH.
  - ii. The Contractor's clinician will also complete a Partnership Assessment Form in order to open the client into a FSP and enter data in the State Data Collection and Reporting System (DCR).
- 2. Initial Plan Development
  - a. The Contractor's clinician with the family (via voice and choice) will create a functional assessment inclusive of family and youth needs, trauma history, behavioral strengths and challenges and data gathered from the administration of the Child and Adolescent Needs and Strengths (CANS), an assessment of the 12 Domains and a review of safety and/or crisis issues. During this phase, the youth and family are first introduced to the Five Protective Factors.
  - b. Upon completion of the assessment, a comprehensive Safety Plan and Plan of Care ("POC") is developed. Creation of the first POC includes participation of all members of the CFT: the clinician, the assigned Support Counselor (SC), Parent Partner, a representative of the referring agency (e.g. Mental Health, Probation, Child and Family Services) relevant specialists (e.g. a substance abuse treatment provider or therapist) and other care providers, extended family members, school staff, and informal coaches or mentors. Within the first 4 weeks of service, an initial POC (inclusive of strategies and interventions to meet identified needs) is completed to define the most urgent needs and may include commitments to participate in: individual, group, or family therapy; medication support or psychiatric evaluation; rehabilitation; case management; parent education and/or training; vocational services; housing assistance; respite; child care; and/or other specific supports. Resources to access these services are identified either through self-funded programs, existing resource providers, or through purchase agreements underwritten with flexible funds.
  - c. During this phase, the family is oriented to the Wraparound philosophy and its approach to intervention including the protocols and procedures of "facilitated family decision-making", needs-focused interventions, strength-based practices, partnerships, parent mentoring, and flexibility. The family is enlisted as a respected partner in the problem-solving team, and the staff will utilize every opportunity to earn the family's trust and encourage the family's desire to work with the team.
  - d. Youth/Child and families are introduced to community resources, education and training opportunities, and utilization of formal and informal support services. CFT meetings are held (in the client's home, when indicated) to facilitate that the services best meet the needs of the youth and family, to full engagement of youth/child and family in the initial stages of intervention and implementation, and to develop/manage the team's ongoing operation.
- 3. Implementation, Monitoring and Adapting
  - a. For each strategy outlined in the POC, team members undertake the steps for which they are responsible. Measurement towards progress in the POC is reviewed with youth/child and families and documented every 30 days.



- b. The Contractor's clinician will complete quarterly updates in the DCR application, and update it as needed any time in between using Key Event Tracking (KET) forms.
- c. The family is given the opportunity to establish two goals: a youth/child and a parent goal. As goals are met, levels of intervention are decreased accordingly. In some instances, levels of intervention may need to be increased rather than decreased to meet the needs of the individual, youth, and family. Emphasis is placed on *linking clients to services and helping them navigate community resources* that will build supportive client-family relationships and develop interpersonal skills as well as skills to increase individual capacities. Examples might include: helping a family obtain a gym membership; linking adults with parent support groups or parent education; researching housing resources and food banks; identifying childcare or respite resources; introducing job training programs; preparing a schedule of AA or NA groups; or any other process of recognizing and gaining access to services. Every activity is geared toward accomplishing goals and reducing the level of intervention as quickly as possible. FSP Teams are continually cognizant of their mandate to build independence rather than dependency.

### C. FSP Service

- 1. Contractor shall provide services that address youth/child and family needs within the following 12 life domains: Safety, Family, Legal, Emotional/Behavioral, School/Educational, Money Matters, Housing/Living Environment, Social Relationship, Fun/Recreational, Health/Medical, Work/Vocational, Cultural/Spiritual, and that are based upon the WRAP core phases.
- 2. Provide MHSA FSP support services as necessary so that the consumer can achieve the identified goals. Mental Health Services, Case Management and Crisis Services for clients enrolled in the FSP program shall be available in a 24 hour, seven day a week capacity. All services shall also include:
  - a. Assessment
  - b. Individual
  - c. Collateral
  - d. Rehabilitative Services
  - e. Case Management
  - f. Crisis Services
  - g. Intensive Care Coordination (ICC)
  - h. Intensive Home Based Services (IHBS)
- 3. Services may include:
  - a. Building Social Connections
  - b. Support in times of need
  - c. Employment assistance for youth
  - d. Emergency transportation
  - e. Parent Education
  - f. Building Parental Resilience
  - g. Educational Tutoring
  - h. Targeted case management

- i. Substance Abuse Counseling
  - j. Trauma Informed Services
  - k. Linkage to community resources
  - l. Educational support in school
  - m. 24 hour on-call support from Contractor team
  - n. Parent Support & Parent Groups led by Parent Partners
  - o. Resource and referral to help meet family needs
  - p. Access to enrichment activities related to youths' strengths
  - q. Assistance meeting basic needs, reducing family stress
  - r. Computer education and Web-Based Resources
  - s. Mental Health treatment referral and linkage
  - t. Medication management referral and linkage
  - u. Home-based support to meet identified needs
  - v. Mentoring and role modeling
  - w. Independent Living Skills
4. Provide MHSA FSP support services as necessary, pursuant to CCR Title 9, Section 3200.130 so that the consumer can achieve assigned intervention goals as identified by FSP program.

#### **D. Transition and Discharge Criteria**

1. Discharge planning and coordination shall be a focus of treatment throughout service provision and be initiated at first treatment planning meeting.
2. During the transition phase, plans are made for a purposeful transition out of FSP services and into a blended network of formal, natural, and concrete supports available in the community. Transition is a goal and is attended to during the entire duration of services. Preparation for transition is emphasized from the onset of services. When a youth and their family have acquired the skills and knowledge necessary to manage daily events and crises, they will be ready to move towards transition, which generally occurs when the major POC goals have been deemed largely accomplished by the CFT. A "graduation" to celebrate success is created to positively frame the transition.
3. Transition of youth/child to less intensive services will occur when the youth/child makes sufficient progress to meet their treatment goals without FSP services.
4. Youth/Child will be discharged when they meet one or more of the following criteria:
  - a. Youth/Child, family and treatment agree during CFT that youth/child has made significant progress to continue to meet their and family needs with a lower level of services.
    - i. Contractor shall collaborate with other MHP providers and other community resources to link child/youth to less intensive services
  - b. Youth/ Child and/or family decide to terminate participation in Kings County FSP program.
  - c. Youth/Child transfers to another program that has been mutually agreed upon.
  - d. Youth/Child moves outside of Kings County on a permanent basis.
  - e. Youth/Child requires a higher level of care that cannot be provided as part of the Kings County youth FSP program (e.g serious and consistent danger to themselves or others and therefore cannot be maintained in an open setting).



- f. Youth is incarcerated
  - i. Contractor shall leave youth open to services when they are incarcerated or otherwise detained/hospitalized/etc. if it will be for a short period of time up to 90 days.
  - ii. Contractor may provide collateral to the family and it must be documented that the collateral was clearly linked to a goal/strategy in the treatment plan.
  - iii. Contractor may also provide non-billable services to the family since FSP programs are a “whatever it takes” approach to services and thus other services may be needed to maintain support to the family during the short-term detention to the youth.
  - iv. Since a jail is a lock-out setting for SMHS, Contractor cannot provide treatment to a youth within this setting unless they are 30-days from discharge wherein we can then provide billable services only to the extent of discharge planning through a CFT.
- 5. Contractor shall complete the FSP disenrollment request form and obtain county approval.
  - g. Kings County FSP services are not likely to help the youth/child maintain or improve their mental health condition in accordance to Title 9, CCR, Section 1830 (b)(3)(A) and (B)
  - h. Declines or refuses services and request discharge, despite the FSP team members’ best efforts to develop an acceptable services plan with youth and family.

**E. Flex Funding**

- 1. Contractor may utilize Flex funding to support the youth to achieve their treatment goals. Flex funding must be clearly linked to a goal/strategy in the treatment plan.
- 2. Flex funds are meant to be temporary support, and are not to be used for long-term expenses.
- 3. Reimbursement
  - a. Contractor shall itemize expenses claimed on the standard monthly invoice, hide the protected health information (PHI) and submit with the monthly invoice.
  - b. Contactor shall report any reimbursement received on the monthly invoice for the month in which the reimbursement occurred.
- 4. Contractor is required to archive all flex funding expedite receipt for a period of at least six (6) years. There may occasions when copy of an archived receipt is requested.

**F. Performance Goals**

- 1. Contractor shall report annually by August 15<sup>th</sup> to KCBH achievement based upon the following goals:
  - a. Child & Outcomes
    - i. Placement Stability/Permanency - 80% of youth/child will maintain or decrease level of placement during program
    - ii. Emotional and Behavioral Adjustment - 60% improvement within 12 months as measured by CANS



- iii. Strengths/Assets Development - 80% of youth/child served in the program will improve positive identity, social competencies, positive values and commitment to learn while receiving services
- b. Family Functioning
  - i. Caregiver Needs and Strengths - 80% of parents will improve parenting skills and supervision of youth/child
  - ii. Child/Youth Safety - 80% of families served will decrease the level of safety risk including youth/child opposition, aggression, family conflict, abuse and neglect while increasing positive attributes
  - iii. Caregiver Functioning - 80% of families served will show improvement in emotional/social stability, interpersonal relationships, coping strategies and healthy lifestyle of caregivers
- c. Program Outcomes
  - i. Caseload Tracking - 100% of approved referrals to program will be contacted within 48 hours of referral; 100% of referred families will receive an initial assessment within 14 days and intensive services will commence; 100% of monolingual Spanish speaking families will receive services in Spanish
  - ii. Customer Satisfaction - Over 80% of respondents will report being Satisfied or Very Satisfied with program services

## **G. Staffing**

1. Contractor's staff for this project will provide services to youth/child who meet medical necessity. Services will be in alignment with the client's POC and focused on skill-based interventions, which will ameliorate symptoms. Contractor's FSP staff shall include:
  - a. Licensed Practitioner of the Healing Arts (LPHA): LPHA shall serve as a Program Director/Head of Service. This individual shall supervise Associate Marriage and Family Therapists (AMFTs), Associate Clinical Social Workers (ASWs) and Associate Professional Clinical Counselors (APCCs) or waived staff.
  - b. AMFTs, ASWs and APCCs or waived staff: Clinical staff will provide ICC and a full range of Mental Health Specialty Services identified above.
  - c. Support Counselors: (with a Bachelor's degree in a mental health related field) Support Counselors shall provide rehabilitation services such as skill acquisition coaching, modeling, teaching and psychoeducation in what is an IHBS.
  - d. Parent Partners: Parent Partners shall not have an open probation case, or have had an open Social Service case for at least one year, unless an exception is made by the County in advance. Parent Partners will also receive additional training in which the role of the Parent Partner is clarified. Participants will have the opportunity to practice telling their own story as well as other skills necessary to develop new partnerships with others involved in cases. Topics include:
    - i. Communicating the parent's perspective

- ii. Convincing others to see parents in a positive light
  - iii. Identifying & communicating family needs
  - iv. Successful storytelling
  - v. The Parent Partner role in team planning
  - vi. Learning essential Parent Partner skills
2. Train and closely monitor para-professional staff to ensure services are recovery oriented, empowering, and fostering of independence. Training and supervision shall include education and self-monitoring of thoughts, feelings, and behaviors that support co-dependency, enabling, and prolonging of services.

**H. Program Setting/Hours of Operation**

- a. Program Facilities Location: 530 E. Kings County Drive, Suite 104 and 106, Hanford, CA 93230
- b. Program Hours of Operation: Contractor will employ a program which follows FSP practice standards for providing availability 24/7, 365 days per year, where services are provided during times/place that are most convenient for the youth and family.
- c. Office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m.

**I. Contractor Requirements & Deliverables**

- 1. Contractor shall be responsible for adhering to the following:
  - a. Provide Specialty Mental Health Services as described in Title 9 of the California Code of Regulations for youth, ages 0-17, and up to age 21 with County approval, enrolled in the County's FSP program.
  - b. KCBH shall provide and Contractor shall ensure the following informing materials are available to consumers upon intake assessment:
    - i. Early Periodic Screening Diagnosis and Treatment (EPSDT) brochures
    - ii. Therapeutic Behavioral Services (TBS) brochures
    - iii. Grievance Procedures
    - iv. Grievance Forms
    - v. Grievance Return Envelopes
    - vi. Interpreting Services Notification
    - vii. Patient's Rights Information
    - viii. Privacy Notice
  - c. Serve up to a minimum of 80 youths/children annually. The amount of face-to-face contact time with clients is a very individual experience. No two clients have the exact same needs, and the amount of staff time required by each case varies greatly. Typical services hours per case:
    - i. Support Counselor Services: 2 – 4 hours/week
    - ii. Parent Counselor Services: 1 – 2 hours/week
    - iii. clinician/Clinical Services: 1 – 2 hours/week
    - iv. Total Average Hours/Week: 4 – 8 hours/week
  - d. Documentation for all direct services and administrative time that is invoiced to KCBH as a part of this agreement shall be documented in County's Electronic



health records. Time documented in Anasazi should match the actual time each staff works any given workday.

All direct service documentation shall be completed in Anasazi in accordance with KCBH's documentation guidelines.

- e. Contractor shall ensure that 75% of expenses associated with this agreement are billable to Medi-Cal.
- f. Administer the CANS assessment tool and the Pediatric Symptom Checklist (PSC-35) with the initial assessment or prior to the Plan of Care (POC). Reviewed and update with the youth/ child and family at a minimum of every 6 months from the admit date (or more frequently if clinically indicated to measure progress or revised treatment plan) and at discharge.
- g. Administer the Ages & Stages Questionnaires for children 0 to 60 months.
- h. Provide annual outcomes reports including, but not limited to: program activities, measurement tool results, goals, outcomes and program satisfaction.
- i. Contractor shall maintain a log of referrals to include date of referral, time of first contact, preauthorization and enrollment date, disposition and any NOABDs issue. The logs shall be available upon request by KCBH.
- j. Provide quarterly data reports of youths receiving psychiatric services.
- k. Contractor shall complete the Katie A. eligibility form for referrals from CWS to determine if youth/child meets or does not meet Katie A. subclass criteria.
- l. Contractor shall complete the IHBS referral form and obtain prior approval to deliver IHBS.
- m. Make every effort to staff the FSP program with culturally diverse staff.
- n. Designate a staff member to participate on KCBH Cultural Competency Committee (CCC) hosted bi-monthly at KCBH offices so to contribute to the county wide cultural competency efforts, plans and training needs development, and assist with aberrance to county competency requirements.
- o. Contractor shall provide trainings to their staff to enhance and enrich their contribution to the intent, values and principles of the FSP program. Trainings shall include four (4) hours of training in **Confidentiality/Health Information Portability and Accountability Act** (HIPAA) and four (4) hours of training **must** be related to **CLAS** standards.
- p. Contractor shall identify a suitable representative to attend regular scheduled meetings, training sessions, or other meetings scheduled by the Director of Behavioral Health or her/his designee. Meetings shall include, but are not limited to monthly Children System of Care (CSOC) Meetings, Contractor Monitoring meetings, case staffing, monthly Kings County Anasazi user group meeting, monthly Quality Improvement Committee (QIC) and Utilizing Review Committee (URC).
- q. Contractor shall participate in quarterly and or semi-annual Quality Assurance/Improvement documentation reviews facilitated by County.
- r. Contractor shall participate in the annual External Quality Review Organization reviews (EQRO) and MHP triennials as requested by county.
- s. Contractor's documentation deadlines shall align with the County's documentation policy.

- t. Ensure continuum of care with uninterrupted service. The frequency of contacts shall be clinically based. Contractor shall provide coverage for staff training, vacant positions, vacation, sick leave and other disruptions to service.
- u. Notify KCBH in advance of any services scheduled to be provided by a sub- Contractor. KCBH and Contractor shall mutually agree upon a sub-Contractor before any services are provided to KCBH consumers.

**Program 2 - Family Urgent Response System for Caregivers and Children/Youth**  
**Scope of Work**  
**May 1, 2021 – June 30, 2022**

Contractor shall provide a Mobile Response Team (MRT) for county-level in-home, in-person mobile response for immediate, trauma-informed support for caregivers and current or former foster children/youth/young adults residing in Kings County within the scope of services defined in this contract.

**Program Intent:**

The Family Urgent Response System (FURS) is a coordinated statewide, regional, and county-level system designed to provide collaborative and timely state-level phone-based response and county-level phone and in-home/in person mobile response during situations of instability and for purposes of preserving the relationship of the caregiver and the child/youth/young adults, providing developmentally appropriate relationship conflict management and resolution skills, stabilizing the living situation, mitigating distress of the caregiver or child/youth/young adults, connecting the caregiver child/youth/young adults to the existing array of local services, and promoting a healthy and healing environment for children/youth/young adults and families. After providing immediate assistance over the phone at the state level, the operators will make a referral to the county mobile response and stabilization team in the county the child/youth/young adult is located for in-person support. The county mobile response and stabilization team will have specialized training in trauma of children/youth and the foster care system.

**Scope of Services:**

**A. Family Urgent Response System (FURS) Program Services and Requirements**

1. Contractor shall provide live phone response at the county level that facilitates entry of caregivers and current or former foster children/youth/young adults into mobile response services from the statewide FURS hotline. Contractor shall maintain one centralized phone number and e-mail address for the FURS mobile response team.
2. Contractor's staff shall be available 24 hours a day, seven days a week to provide both phone and in home services in response to calls from the Statewide FURS hotline to the target population of children, youth, and young adults ages 0 to 21 who are current or former foster youth residing in Kings County, and their caregivers.



3. Contractor shall provide immediate, in-person, face-to-face response preferably within one hour, but not to exceed three hours in extenuating circumstances for urgent needs, or same-day response within 24 hours for non-urgent situations. The telehealth platform shall not replace the in-person response, unless requested by the child/youth/young adult and caregiver. Contractor shall honor family voice by responding in-person to a request for an in-person response made by the child/youth/young adult or caregiver regardless of urgency.
4. Contractor shall provide trauma-informed supportive services to address situations of instability, preserve the relationship of the caregiver and the child/youth/young adult, develop healthy conflict resolution and relationship skills, promote healing as a family, preserve placement, and stabilize the situation.
5. Contractor shall provide in-home de-escalation, stabilization, and support services, including all of the following:
  - a. Establishing in-person, face-to-face contact with the child/youth/young adult and caregiver.
  - b. Identifying the underlying causes of, and precursors to, the situation that led to the instability.
  - c. Identifying the caregiver interventions attempted.
  - d. Observing the child/youth/young adult and caregiver interaction.
  - e. Diffusing the immediate situation.
  - f. Coaching and working with the caregiver and the child/youth/young adult in order to preserve the family unit and maintain the current living situation or create a healthy transition plan, if necessary.
  - g. Establishing connections to other county or community-based supports and services to ensure continuity of care, including, but not limited to, linkage to additional trauma-informed and culturally and linguistically responsive family supportive services and youth and family wellness resources.
  - h. Following up with the caregiver and child/youth/young adult after the initial face-to-face response, for up to 72 hours, to determine if additional supports or services are needed.
  - i. Establish a resource list of local community-based supports that can be utilized for ongoing support of the families.
  - j. Identifying any additional support or ongoing stabilization needs for the family and developing a plan for, or referral to, appropriate youth and family supportive services within the county.
  - k. Upon completion of referral to ongoing supportive services, Contractor shall follow up with the family via phone, telehealth or in-person to ensure the family has been able to receive the needed linkage and support.
6. Contractor shall provide the family with a plan of action to address identified additional support or ongoing stabilization needs and connect them to needed ongoing services through the existing local network of care service systems.

7. Contractor shall coordinate, as appropriate, with other involved professionals, such as Foster Family Agencies (FFAs) and Tribal agencies, to support the family.
8. Contractor shall utilize staff with specialized training in trauma of children/youth/young adults and the foster care system on the mobile response and stabilization team. Efforts should be made to include peer partners and those with lived experience in the response team, whenever possible.
9. Contractor shall implement a process for communicating with the county of jurisdiction and the county behavioral health agency regarding the service needs of the child/youth/young adult and caregiver provided that the child/youth/young adult is currently under the jurisdiction of either the county child welfare or the probation system. This communication shall take place no later than next business day after a mobile response has been provided, and following privacy laws, including HIPAA and 42 Code of Federal Regulations, as applicable.
10. Contractor shall screen all children/youth/young adults for existing behavioral health services during the mobile response. For children/youth/young adults who have existing behavioral health services, Contractor shall provide warm hand-off communication to the existing service providers no later than next business day after a mobile response; service providers include, but are not limited to, Child Welfare, Probation, Foster Family Agencies (FFAs), Short-Term Residential Therapeutic Programs (STRTPs), mental health providers, and Tribal Agencies. For children/youth/young adults who do not have existing behavioral health services and screen as potentially having unmet behavioral health needs, Contractor shall link the individual with the county's identified local access point for Kings County children's specialty mental health services (SMHS) for completion of a specialty mental health services assessment, for those individuals who are uninsured or insured through Medi-Cal. Contractor shall support the child/youth/young adult and caregiver in linkage to behavioral health supports through existing insurance for children/youth/young adults with private insurance plans.
11. Contractor shall follow all applicable guidelines for Presumptive Transfer cases outlined in AB 1299, All County Letter 17-77 and All County Letter 18-60.
12. Contractor shall ensure that covered services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the services are furnished.
  - a. Where applicable, Contractor shall provide crisis intervention services as a specialty mental health services provider. The crisis intervention services can be provided to individuals who are and are not enrolled in county mental health services. This service does not require individuals to have had an assessment and treatment plan (considered pre-plan service). Contractor shall ensure to document within the County Mental Health Plan (MHP) Electronic Health Record (EHR) the crisis intervention services provided in accordance with the



MHP's documentation standards. Medi-Cal billable services shall be billed to Medi-Cal as appropriate.

13. Any covered services made available by the Contractor shall be done in accordance with Title 9 CCR, Section 1810.345 and with Section 1810.405 with respect to timeliness of routine services.

#### B. Performance Outcomes/Data Collection

1. Contractor shall respond to 90% of urgent calls from the Statewide FURS hotline within 3 hours of the call. Contractor shall respond to 90% of non-urgent calls from the Statewide FURS hotline within 24 hours of the call. Contractor shall report in Mid-year and Year-end reports.
2. Contractor shall track the number of calls received from the statewide hotline, number of urgent and non-urgent mobile responses, repeat calls/mobile responses to an individual or family, and outcomes of the responses, including but not limited to referrals to behavioral health or community resources, and successful linkages to resources, and report this to County monthly.
3. Contractor shall track the number of FURS mobile responses that, although in-home de-escalation, stabilization, and support services were provided, the support was not effective and lead to involvement with law enforcement or result in a mental health hold/psychiatric hospitalization at the time of the call or mobile response and report this to County monthly.
4. Contractor shall provide the FURS Summary Report (completed by the Mobile Response Team) after receiving calls from the statewide hotline to the child/youth/young adult's county of residence and to the county of jurisdiction, if different, within 24 hours of the call.
5. Contractor shall participate in Child and Family Team (CFT) meetings or provide hand-off communication to a CFT member as mandated within the Continuum of Care Reform and Katie A implementation standards if a child/youth/young adult receives a FURS mobile response. Contractor shall implement a tracking system to ensure compliance with regulations and use a tracking system to report in Mid-year and Year-end reports.

#### C. Staffing

1. Contractor's staff for this project will provide services to children/youth/young adults and their care providers as outlined in Section A of this Scope of Work. Contractor's FURS Mobile Response and Stabilization Team shall utilize the information obtained from the statewide hotline during warm handoff to determine how to respond.

2. Contractor shall ensure the Mobile Response and Stabilization Team composition meets the ability to conduct the services and data collection and reporting outlined within this Scope of Work, and at minimum, includes staffing with specialized training in trauma of children/youth and the foster care system that can provide crisis intervention services within their scope of practice.
3. Best practice and State recommendation is to have two Mobile Response and Stabilization Team members respond to provide crisis intervention, de-escalation and stabilization when it is determined that an in-person response is necessary; this ensures that one team member can meet individually with the caregiver and another team member can meet with the child/youth/non-minor dependent. However, with clinical discretion, one team member (as outlined in 3(a), 3(b) and 3(c) of this section), that has the education, training and skillset outlined in this Scope of Work can respond, when needed. Parent/Peer Partners shall not provide initial in-person response without being accompanied by a team member with the education, training and skillset provided in 3(a), 3(b) and/or 3(c).
  - a. **Clinician:** Minimal educational level requirement of Master's Degree licensed/licensed wavered.
  - b. **Support Counselor-** Minimal educational requirement of Bachelor's degree.
  - c. **Program Manager/Clinician-** Minimal education requirement of a Master degree. Licensed/licensed waived.
  - d. **Parent/Peer Partners-** Minimal educational requirement of high school diploma.
    - i. Parent Partners shall not have an open probation case, or have had an open Social Service case for at least one year, unless an exception is made by the County in advance. Parent Partners will also receive additional training in which the role of the Parent Partner is clarified. Participants will have the opportunity to practice telling their own story as well as other skills necessary to develop new partnerships with others.
4. Contractor will ensure the Mobile Response and Stabilization Team receives specialized training in trauma of children/youth and the foster care system. Training can include, but is not limited to: Life Space Crisis Intervention; Motivational Interviewing; Trauma Informed training (Impact of Early and Ongoing Trauma on Child Development and Mental Health, and Impact of Loss and Grief); Community Resiliency Model (CRM); Assessing for Suicide Risk and utilization of the Columbia Severity Suicide Response tool; Understanding and Addressing Complex Mental Health Needs of Children; Promoting Secure Attachments; Positive Identity Formation; Commercially Sexually Exploited Children (CSEC) Training (Engaging Skills for Working with CSEC and Transitional Age Youth); Adoption Clinical Training; Child and Adolescent Needs and Strengths (CANS) training; Mandated Reporter Training; Incident Reporting and Management; Strengthening Families, Protective Factors and Café training .



5. Contractor shall ensure staff are trained in the areas of confidentiality and cultural and linguistic competency. Trainings shall include at minimum annual training in Confidentiality/Health Information Portability and Accountability Act (HIPAA) and Center for Medicaid Services (CMS) Fraud Waste and Abuse, and at least four (4) hours of training annually in trainings related to Culturally and Linguistically Appropriate Services (CLAS) standards.
6. All Contractor staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. Contractor shall not knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State Funds.
7. Contractor assures County that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
8. All personnel rendering services under this Agreement shall be employed by, or under contract to Contractor, and shall be appropriately supervised. Services shall be under the direction of Contractor's licensed mental health professional, or other appropriate individual as described in Section 622 through 630 of Title 9, of the California Code of Regulations.
9. All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage and Family Therapist; Licensed Professional Clinical Counselor or Clinical Psychologist.
10. Contractor shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.
11. Contractor's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. Contractor shall ensure that staff providing services are fluent in their identified language.
12. Contractor shall follow County's procedures for registering and terminating Contractor staff from the County's Electronic Health Record (EHR). This shall include the Contractor providing County with the Contractor's staff information necessary for billing in the County EHR in a manner designated by the County, including submitting completed registration forms and copies of current licenses.

#### D. Program Setting/Hours of Operation

1. Program Facilities Location: 530 Kings County Blvd., Suite 106, Hanford, CA
2. Program Hours of Operation: Contractor will employ a program that follows FURS Mobile Response and Stabilization Team availability of 24 hours a day, seven days a week.
3. Program Setting: Services are provided during times/places that are most convenient for the child/youth/young adult and caregiver.

E. Medi-Cal Certification

1. Contractor shall maintain certification as an organizational provider of Medi-Cal Specialty Mental Health Services in compliance with all federal and state laws and regulations pertaining to Short Doyle Medi-Cal during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal Specialty Mental Health Services which are claimed.

F. Monitoring/Review Assistance

1. Contractor agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations.
2. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered.
  - a. As this is a pilot project, contractor shall participate in monthly scheduled contract monitoring designed to review various aspects of contract services, including, but not limited to, scope of work performance review, crisis intervention services documentation review, and fiscal review.
3. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing County with any requested documentation or reports in advance of a scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality Review Organization contracting with the California Department of Health Care Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports.

G. Reporting



1. Contractor shall enter all required call data into the FURS tracking log by the fifteenth (15<sup>th</sup>) calendar day of the month, following the month in which services were rendered, and submit to the Agency by e-mail to the FURS inbox: Kings.FURS@co.kings.ca.us. The report will include the following:
  - a. The date and time of the call
  - b. The date and time of response
  - c. Type of response (phone, in-person, video, etc.)
  - d. The circumstance/issue being addressed/stabilized
  - e. Name of child(ren), youth or non-minor dependent
  - f. Name of care provider
  - g. Contact information for the care provider and child/youth/non-minor dependent (if appropriate) such as phone number and address.
  - h. Child(ren), youth or non-minor dependent county of jurisdiction
  - i. Services, referrals, resource linkages and plans provided
  - j. Outcome and follow-up needs
  - k. Repeat calls/mobile responses to an individual or family (i.e., 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc., time responding to provide de-escalation/stabilization services.
  - l. Any responses that resulted in law enforcement involvement or mental health holds at the time of the response.
  - m. Any additional information that would assist the Agency or other providers to be able to continue to provide services or address needs of the child/youth/non-minor dependent and care provider.
2. Contractor shall prepare and submit a year-end Medi-Cal cost report for each fiscal year, as required by the California Department of Health Care Services; the county's due date of November 30<sup>th</sup> each year. County shall provide the appropriate report forms. If necessary, technical assistance must be requested and will be provided no later than thirty (30) days before the date the report is due.
3. Contractor shall provide County with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.
4. Contractor shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations
5. Contractor shall bill County for amounts equal to the actual costs incurred for allowable items, within 30 calendar days following the end of the month in which services were delivered. Contractor shall provide two separate invoices; one invoice for FSP Wrap services provided and one invoice for FURS Mobile Response services provided. FURS funding invoice will include Medi-Cal billable Specialty Mental Health Services provided with the number of Medi-Cal encounters and how many billable minutes to Medi-Cal.

## REVISED EXHIBIT B: BUDGET for Program 1 (Full Service Partnership Services)

| FY 2020/2021   |  |              |                      |                     |                     | Total               |
|--|--|--------------|----------------------|---------------------|---------------------|---------------------|
| Total Cases (80 Youth Annually)                      |  |              |                      |                     |                     | Funding Request     |
| Total Projected Revenue                              |  |              |                      |                     |                     | \$ 1,400,000        |
| Total Revenue  |  |              |                      |                     |                     | \$ 1,400,000        |
| <b>DIRECT EXPENSES</b>                               |  |              |                      |                     | <b>Annual</b>       |                     |
| Direct Care Staff Expenses                           |  | FTE's        | Monthly Rate         | Monthly total       |                     |                     |
| BH Division Director and Assistant Regional Director |  | 0.25         | \$ 11,000            | \$ 2,750.00         | \$ 33,000           |                     |
| Program Director/Head of Service                     |  | 1.00         | \$ 6,400             | \$ 6,400.00         | \$ 76,800           |                     |
| Program Manager                                      |  | 1.10         | \$ 5,250             | \$ 5,775.00         | \$ 69,300           |                     |
| Program Supervisor                                   |  | 1.10         | \$ 4,500             | \$ 4,950.00         | \$ 59,400           |                     |
| Support Counselors                                   |  | 6.00         | \$ 2,825             | \$ 16,950.00        | \$ 203,400          |                     |
| Clinicians/Facilitators                              |  | 4.00         | \$ 4,800             | \$ 19,200.00        | \$ 230,400          |                     |
| Parent Partner                                       |  | 2.00         | \$ 2,825             | \$ 5,650.00         | \$ 67,800           |                     |
| Administrative Assistant/Compliance                  |  | 1.90         | \$ 2,700             | \$ 5,130.00         | \$ 61,560           |                     |
| Contract Specialist                                  |  | 0.34         | \$ 3,000             | \$ 1,020.00         | \$ 12,240           |                     |
| Staff OnCall Reimbursement                           |  |              | \$ 600               | \$ 600              | \$ 7,200            |                     |
| <b>Total Salary Costs:</b>                           |  |              |                      |                     | \$ 821,100          | \$ 821,100          |
| Employee Benefits                                    |  | 18.75%       |                      | \$ 12,717.19        | \$ 153,956          | \$ 153,956          |
| <b>Total Salary &amp; Benefits</b>                   |  | <b>17.69</b> |                      | <b>\$ 81,142.19</b> | <b>\$ 975,056</b>   | <b>\$ 975,056</b>   |
| <b>Operational Expenses</b>                          |  |              |                      |                     |                     |                     |
| Clinical Supervisor (Contract)                       |  |              | \$ 3,246.00          |                     | \$ 38,952           |                     |
| Advertising  |  |              | \$ 150.00            |                     | \$ 1,800            |                     |
| Ed/Conf/Mtngs  |  |              | \$ 300.00            |                     | \$ 3,600            |                     |
| Fingerprints   |  |              | \$ 20.00             |                     | \$ 240              |                     |
| Physic als/Empl                                      |  |              | \$ 50.00             |                     | \$ 600              |                     |
| Mileage  |  |              | \$ 3,000.00          |                     | \$ 36,000           |                     |
| Office Supplies                                      |  |              | \$ 250.15            |                     | \$ 3,002            |                     |
| Postage  |  |              | \$ 50.00             |                     | \$ 600              |                     |
| Printing   |  |              | \$ 50.00             |                     | \$ 600              |                     |
| Subs/Book/Dues                                       |  |              | \$ 80.00             |                     | \$ 960              |                     |
| Telephone Service                                    |  |              | \$ 900.00            |                     | \$ 10,800           |                     |
| Data/Network Management                              |  |              | \$ 600.00            |                     | \$ 7,200            |                     |
| Educational Conferences/Meetings                     |  |              | \$ 600.00            |                     | \$ 7,200            |                     |
| Comm Travel  |  |              | \$ 160.00            |                     | \$ 1,920            |                     |
| General Liability Insurance                          |  |              | \$ 1,500.00          |                     | \$ 18,000           |                     |
| Information Technology                               |  |              | \$ 3,400.00          |                     | \$ 40,800           |                     |
| Internet   |  |              | \$ 800.00            |                     | \$ 9,600            |                     |
| <b>Total Operational Expenses</b>                    |  |              | <b>\$ 15,156.15</b>  |                     | <b>\$ 181,874</b>   | <b>\$ 181,874</b>   |
| <b>Bldg &amp; Equip</b>                              |  |              |                      |                     |                     |                     |
| Bldg Lease   |  |              | \$ 4,900.00          |                     | \$ 58,800           |                     |
| Equip Lease  |  |              | \$ 400.00            |                     | \$ 4,800            |                     |
| Equip Maint  |  |              | \$ 150.00            |                     | \$ 1,800            |                     |
| Bldg Maint   |  |              | \$ 1,800.00          |                     | \$ 21,600           |                     |
| Bldg Supplies  |  |              | \$ 500.00            |                     | \$ 6,000            |                     |
| Equip less \$500                                     |  |              | \$ 150.00            |                     | \$ 1,800            |                     |
| Utilities  |  |              | \$ 500.00            |                     | \$ 6,000            |                     |
| <b>Total Bldg &amp; Equip Expenses</b>               |  |              | <b>\$ 8,400.00</b>   |                     | <b>\$ 100,800</b>   | <b>\$ 100,800</b>   |
| <b>Child Family related Expenses</b>                 |  |              |                      |                     |                     |                     |
| Clothing   |  |              | Per Month/ \$ 200.00 |                     | \$ 2,400            |                     |
| Food   |  |              | \$ 200.00            |                     | \$ 2,400            |                     |
| Supervised Activities                                |  |              | \$ 200.00            |                     | \$ 2,400            |                     |
| Program Supplies                                     |  |              | \$ 200.00            |                     | \$ 2,400            |                     |
| Housing Support                                      |  |              | \$ 200.00            |                     | \$ 2,400            |                     |
| Respite (Foster Care Reimbursement, etc.)            |  |              | \$ 250.00            |                     | \$ 2,997            |                     |
| <b>Total Child Family related Expenses</b>           |  |              | <b>\$ 1,250.00</b>   |                     | <b>\$ 14,997</b>    | <b>\$ 14,997</b>    |
| <b>Subtotal Expenses</b>                             |  |              |                      |                     | <b>\$ 1,272,727</b> | <b>\$ 1,272,727</b> |
| <b>INDIRECT EXPENSES</b>                             |  |              |                      |                     |                     |                     |
| Headquarters Expenses                                |  | 10%          |                      |                     | \$ 127,272.71       | \$ 127,273          |
| <b>Total All Expenses</b>                            |  |              |                      |                     | <b>\$ 1,400,000</b> | <b>\$ 1,400,000</b> |



## REVISED EXHIBIT B: BUDGET for Program 1 (Full Service Partnership Services)

| FY 2021/2022  |  |              |                     |                      |                     | Total                  |
|---|--|--------------|---------------------|----------------------|---------------------|------------------------|
| <b>Total Cases (40 Youth at any given time - 80 Youth Annually)</b> |  |              |                     |                      |                     | <b>Funding Request</b> |
| <b>Total Projected Revenue</b>                                      |  |              |                     |                      |                     | <b>\$ 1,400,000</b>    |
| <b>Total Revenue</b>  |  |              |                     |                      |                     | <b>\$ 1,400,000</b>    |
| <b>DIRECT EXPENSES</b>  |  |              |                     |                      | <b>Annual</b>       |                        |
| <b>Direct Care Staff Expenses</b>                                   |  | <b>FTE's</b> | <b>Monthly Rate</b> | <b>Monthly total</b> |                     |                        |
| BH Division Director and Assistant Regional Director                |  | 0.25         | \$ 11,000           | \$ 2,750.00          | \$ 33,000           |                        |
| Program Director/Head of Service                                    |  | 1.00         | \$ 6,400            | \$ 6,400.00          | \$ 76,800           |                        |
| Program Manager   |  | 1.10         | \$ 5,250            | \$ 5,775.00          | \$ 69,300           |                        |
| Program Supervisor  |  | 1.10         | \$ 4,500            | \$ 4,950.00          | \$ 59,400           |                        |
| Support Counselors  |  | 6.00         | \$ 2,825            | \$ 16,950.00         | \$ 203,400          |                        |
| Clinicians/Facilitators   |  | 4.00         | \$ 4,800            | \$ 19,200.00         | \$ 230,400          |                        |
| Parent Partner  |  | 2.00         | \$ 2,825            | \$ 5,650.00          | \$ 67,800           |                        |
| Administrative Assistant/Compliance                                 |  | 1.90         | \$ 2,700            | \$ 5,130.00          | \$ 61,560           |                        |
| Contract Specialist   |  | 0.34         | \$ 3,000            | \$ 1,020.00          | \$ 12,240           |                        |
| Staff OnCall Reimbursement  |  |              | \$ 600              | \$ 600               | \$ 7,200            |                        |
| <b>Total Salary Costs:</b>  |  |              |                     |                      | <b>\$ 821,100</b>   |                        |
| Employee Benefits 18.75%  |  |              |                     | \$ 12,717.19         | \$ 153,956          |                        |
| <b>Total Salary &amp; Benefits</b>                                  |  | <b>17.69</b> |                     | <b>\$ 81,142.19</b>  | <b>\$ 975,056</b>   |                        |
| <b>Operational Expenses</b>   |  |              |                     |                      |                     |                        |
| Clinical Supervisor (Contract)                                      |  |              | \$ 3,246.00         |                      | \$ 38,952           |                        |
| Advertising   |  |              | \$ 150.00           |                      | \$ 1,800            |                        |
| Ed/Conf/Meetings  |  |              | \$ 300.00           |                      | \$ 3,600            |                        |
| Fingerprints  |  |              | \$ 20.00            |                      | \$ 240              |                        |
| Physicals/Empl  |  |              | \$ 50.00            |                      | \$ 600              |                        |
| Mileage   |  |              | \$ 3,000.00         |                      | \$ 36,000           |                        |
| Office Supplies   |  |              | \$ 250.15           |                      | \$ 3,002            |                        |
| Postage   |  |              | \$ 50.00            |                      | \$ 600              |                        |
| Printing  |  |              | \$ 50.00            |                      | \$ 600              |                        |
| Subs/Book/Dues  |  |              | \$ 80.00            |                      | \$ 960              |                        |
| Telephone Service   |  |              | \$ 900.00           |                      | \$ 10,800           |                        |
| Data/Network Management   |  |              | \$ 600.00           |                      | \$ 7,200            |                        |
| Educational Conferences/Meetings                                    |  |              | \$ 600.00           |                      | \$ 7,200            |                        |
| Comm Travel   |  |              | \$ 160.00           |                      | \$ 1,920            |                        |
| General Liability Insurance   |  |              | \$ 1,500.00         |                      | \$ 18,000           |                        |
| Information Technology  |  |              | \$ 3,400.00         |                      | \$ 40,800           |                        |
| Internet  |  |              | \$ 800.00           |                      | \$ 9,600            |                        |
| <b>Total Operational Expenses</b>                                   |  |              | <b>\$ 15,156.15</b> |                      | <b>\$ 181,874</b>   |                        |
| <b>Bldg &amp; Equip</b>   |  |              |                     |                      |                     |                        |
| Bldg Lease  |  |              | \$ 4,900.00         |                      | \$ 58,800           |                        |
| Equip Lease   |  |              | \$ 400.00           |                      | \$ 4,800            |                        |
| Equip Maint   |  |              | \$ 150.00           |                      | \$ 1,800            |                        |
| Bldg Maint  |  |              | \$ 1,800.00         |                      | \$ 21,600           |                        |
| Bldg Supplies   |  |              | \$ 500.00           |                      | \$ 6,000            |                        |
| Equip less \$500  |  |              | \$ 150.00           |                      | \$ 1,800            |                        |
| Utilities   |  |              | \$ 500.00           |                      | \$ 6,000            |                        |
| <b>Total Bldg &amp; Equip Expenses</b>                              |  |              | <b>\$ 8,400.00</b>  |                      | <b>\$ 100,800</b>   |                        |
| <b>Child Family related Expenses</b>                                |  |              | <b>Per Month/</b>   |                      |                     |                        |
| Clothing  |  |              | \$ 200.00           |                      | \$ 2,400            |                        |
| Food  |  |              | \$ 200.00           |                      | \$ 2,400            |                        |
| Supervised Activities   |  |              | \$ 200.00           |                      | \$ 2,400            |                        |
| Program Supplies  |  |              | \$ 200.00           |                      | \$ 2,400            |                        |
| Housing Support   |  |              | \$ 200.00           |                      | \$ 2,400            |                        |
| Respite (Foster Care Reimbursement, etc.)                           |  |              | \$ 250.00           |                      | \$ 2,997            |                        |
| <b>Total Child Family related Expenses</b>                          |  |              | <b>\$ 1,250.00</b>  |                      | <b>\$ 14,997</b>    |                        |
| <b>Subtotal Expenses</b>  |  |              |                     |                      | <b>\$ 1,272,727</b> |                        |
| <b>INDIRECT EXPENSES</b>  |  |              |                     |                      |                     |                        |
| Headquarters Expenses 10%   |  |              |                     |                      | \$ 127,272.71       |                        |
| <b>Total All Expenses</b>   |  |              |                     |                      | <b>\$ 1,400,000</b> |                        |

**REVISED EXHIBIT B: BUDGET for Program 2 (Foster Urgent Response Services)**

**May 1, 2021 – June 30, 2021**

**The maximum budget of \$73,808**

and

**July 1, 2021 – June 30, 2022**

| <b>Staff Expenses</b>                          | <b>FTE</b>  | <b>Monthly Wage</b> | <b>Monthly Cost</b> | <b>12 months</b>     |
|--|-------------|---------------------|---------------------|----------------------|
| Division Director                              |             |                     | \$ 625.00           | \$ 7,500             |
| Associate Division Director                    | 0.05        | \$ 8,333.00         | \$ 416.65           | \$ 4,999.80          |
| Program Director                               | 0.15        | \$ 8,333.00         | \$ 1,249.95         | \$ 14,999.40         |
| Program Manager/Clinician                      | 1.00        | \$ 6,667.00         | \$ 6,667.00         | \$ 80,004.00         |
| Administrative Assistant                       | 0.20        | \$ 2,854.00         | \$ 570.80           | \$ 6,849.60          |
| Clinician                                      | 1.00        | \$ 5,000.00         | \$ 5,000.00         | \$ 60,000.00         |
| Parent Partners                                | 1.00        | \$ 3,114.00         | \$ 3,114.00         | \$ 37,368.00         |
| Support Counselors/Youth Partners              | 1.00        | \$ 3,114.00         | \$ 3,114.00         | \$ 37,368.00         |
| Staff OnCall Reimbursement                     |             |                     | \$ 1,250.00         | \$ 15,000.00         |
| <b>Total Salary Costs:</b>                     |             |                     | <b>\$ 22,007.40</b> | <b>\$ 264,088.80</b> |
| Employee Benefits 25%                          |             |                     | \$ 5,501.85         | \$ 66,022.20         |
| <b>Total Staff Expenses</b>                    | <b>4.40</b> |                     | <b>\$ 27,509</b>    | <b>\$ 330,111</b>    |
| <b>Contract Services</b>                       |             |                     |                     |                      |
| <b>Clinical Supervision</b>                    |             |                     | \$500               | \$ 6,000             |
| <b>Operational Expenses</b>                    |             |                     |                     |                      |
| Advertising (for staff and foster families)    |             |                     | \$ 100              | \$ 1,200             |
| Education/Conferences/Meetings                 |             |                     | \$ 125              | \$ 1,500             |
| New Hire Costs                                 |             |                     | \$ 125              | \$ 1,500             |
| Mileage  |             |                     | \$ 1,350            | \$ 16,200            |
| Office Supplies                                |             |                     | \$ 300              | \$ 3,600             |
| Postage  |             |                     | \$ 75               | \$ 897               |
| Printing                                       |             |                     | \$ 50               | \$ 600               |
| Telephone                                      |             |                     | \$ 50               | \$ 600               |
| Cell Phone Service                             |             |                     | \$ 200              | \$ 2,400             |
| IT Services                                    |             |                     | \$ 902              | \$ 10,824            |
| Internet/VOIP Phone Service                    |             |                     | \$ 250              | \$ 3,000             |
| <b>Total Operational Expenses</b>              |             |                     | <b>\$ 3,527</b>     | <b>\$ 42,321</b>     |
| <b>Building &amp; Equipment</b>                |             |                     |                     |                      |
| Building Lease                                 |             |                     | \$ 700              | \$ 8,400             |
| Depreciation of Furnishing                     |             |                     | \$ 200              | \$ 2,400             |
| Equipment Lease                                |             |                     | \$ 78               | \$ 936               |
| Building Maintenance & Supplies                |             |                     | \$ 80               | \$ 960               |
| General Liability                              |             |                     | \$ 425              | \$ 5,100             |
| Equipment < \$500                              |             |                     | \$ -                | \$ -                 |
| Utilities                                      |             |                     | \$ 80               | \$ 960               |
| <b>Total Building &amp; Equipment Expenses</b> |             |                     | <b>\$ 1,563</b>     | <b>\$ 18,756</b>     |
| <b>Child /Family Related Expenses</b>          |             |                     |                     |                      |
| Program Supplies                               |             |                     | \$ 500              | \$ 6,000             |
| <b>Total Child/Family Related Expenses</b>     |             |                     | <b>\$ 450</b>       | <b>\$ 6,000</b>      |
| <b>Subtotal Expenses</b>                       |             |                     | <b>\$ 33,549</b>    | <b>\$ 403,188</b>    |
| <b>Headquarters Expenses 10%</b>               |             |                     |                     |                      |
|  |             |                     | \$ 3,354.90         | \$ 40,319            |
| <b>Total All Expenses</b>                      |             |                     | <b>\$ 36,904</b>    | <b>\$ 443,507</b>    |



## REVISED EXHIBIT B: BUDGET for Program 1 (Full Service Partnership Services)

| FY 2022/2023   |  |        |              |               |               | Total           |
|--|--|--------|--------------|---------------|---------------|-----------------|
| Total Cases (40 Youth at any given time - 80 Youth Annually) |  |        |              |               |               | Funding Request |
| Total Projected Revenue                                      |  |        |              |               |               | \$ 1,400,000    |
| Total Revenue  |  |        |              |               |               | \$ 1,400,000    |
| DIRECT EXPENSES  |  |        |              |               | Annual        |                 |
| Direct Care Staff Expenses                                   |  | FTE's  | Monthly Rate | Monthly total |               |                 |
| BH Division Director and Assistant Regional Director         |  | 0.25   | \$ 11,000    | \$ 2,750.00   | \$ 33,000     |                 |
| Program Director/Head of Service                             |  | 1.00   | \$ 6,400     | \$ 6,400.00   | \$ 76,800     |                 |
| Program Manager  |  | 1.10   | \$ 5,250     | \$ 5,775.00   | \$ 69,300     |                 |
| Program Supervisor   |  | 1.10   | \$ 4,500     | \$ 4,950.00   | \$ 59,400     |                 |
| Support Counselors   |  | 6.00   | \$ 2,825     | \$ 16,950.00  | \$ 203,400    |                 |
| Clinicians/Facilitators                                      |  | 4.00   | \$ 4,800     | \$ 19,200.00  | \$ 230,400    |                 |
| Parent Partner   |  | 2.00   | \$ 2,825     | \$ 5,650.00   | \$ 67,800     |                 |
| Administrative Assistant/Compliance                          |  | 1.90   | \$ 2,700     | \$ 5,130.00   | \$ 61,560     |                 |
| Contract Specialist  |  | 0.34   | \$ 3,000     | \$ 1,020.00   | \$ 12,240     |                 |
| Staff OnCall Reimbursement                                   |  |        | \$ 600       | \$ 600        | \$ 7,200      |                 |
| Total Salary Costs:  |  |        |              |               | \$ 821,100    | \$ 821,100      |
| Employee Benefits  |  | 18.75% |              | \$ 12,717.19  | \$ 153,956    | \$ 153,956      |
| Total Salary & Benefits                                      |  | 17.69  |              | \$ 81,142.19  | \$ 975,056    | \$ 975,056      |
| Operational Expenses   |  |        |              |               |               |                 |
| Clinical Supervisor (Contract)                               |  |        | \$ 3,246.00  |               | \$ 38,952     |                 |
| Advertising  |  |        | \$ 150.00    |               | \$ 1,800      |                 |
| Ed/Conf/Mtngs  |  |        | \$ 300.00    |               | \$ 3,600      |                 |
| Fingerprints   |  |        | \$ 20.00     |               | \$ 240        |                 |
| Physic als/Empl  |  |        | \$ 50.00     |               | \$ 600        |                 |
| Mileage  |  |        | \$ 3,000.00  |               | \$ 36,000     |                 |
| Office Supplies  |  |        | \$ 250.15    |               | \$ 3,002      |                 |
| Postage  |  |        | \$ 50.00     |               | \$ 600        |                 |
| Printing   |  |        | \$ 50.00     |               | \$ 600        |                 |
| Subs/Book/Dues   |  |        | \$ 80.00     |               | \$ 960        |                 |
| Telephone Service  |  |        | \$ 900.00    |               | \$ 10,800     |                 |
| Data/Network Management                                      |  |        | \$ 600.00    |               | \$ 7,200      |                 |
| Educational Conferences/Meetings                             |  |        | \$ 600.00    |               | \$ 7,200      |                 |
| Comm Travel  |  |        | \$ 160.00    |               | \$ 1,920      |                 |
| General Liability Insurance                                  |  |        | \$ 1,500.00  |               | \$ 18,000     |                 |
| Information Technology                                       |  |        | \$ 3,400.00  |               | \$ 40,800     |                 |
| Internet   |  |        | \$ 800.00    |               | \$ 9,600      |                 |
| Total Operational Expenses                                   |  |        | \$ 15,156.15 |               | \$ 181,874    | \$ 181,874      |
| Bldg & Equip   |  |        |              |               |               |                 |
| Bldg Lease   |  |        | \$ 4,900.00  |               | \$ 58,800     |                 |
| Equip Lease  |  |        | \$ 400.00    |               | \$ 4,800      |                 |
| Equip Maint  |  |        | \$ 150.00    |               | \$ 1,800      |                 |
| Bldg Maint   |  |        | \$ 1,800.00  |               | \$ 21,600     |                 |
| Bldg Supplies  |  |        | \$ 500.00    |               | \$ 6,000      |                 |
| Equip less \$500   |  |        | \$ 150.00    |               | \$ 1,800      |                 |
| Utilities  |  |        | \$ 500.00    |               | \$ 6,000      |                 |
| Total Bldg & Equip Expenses                                  |  |        | \$ 8,400.00  |               | \$ 100,800    | \$ 100,800      |
| Child Family related Expenses                                |  |        |              |               |               |                 |
| Clothing   |  |        | Per Month/   | \$ 200.00     | \$ 2,400      |                 |
| Food   |  |        | \$ 200.00    |               | \$ 2,400      |                 |
| Supervised Activities  |  |        | \$ 200.00    |               | \$ 2,400      |                 |
| Program Supplies   |  |        | \$ 200.00    |               | \$ 2,400      |                 |
| Housing Support  |  |        | \$ 200.00    |               | \$ 2,400      |                 |
| Respite (Foster Care Reimbursement, etc.)                    |  |        | \$ 250.00    |               | \$ 2,997      |                 |
| Total Child Family related Expenses                          |  |        | \$ 1,250.00  |               | \$ 14,997     | \$ 14,997       |
| Subtotal Expenses  |  |        |              |               | \$ 1,272,727  | \$ 1,272,727    |
| INDIRECT EXPENSES  |  |        |              |               |               |                 |
| Headquarters Expenses  |  | 10%    |              |               | \$ 127,272.71 | \$ 127,273      |
| Total All Expenses   |  |        |              |               | \$ 1,400,000  | \$ 1,400,000    |

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

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

**(A) New Appropriation**

| Expenditures: |                   |                                 |          |           |             |                      |
|---------------|-------------------|---------------------------------|----------|-----------|-------------|----------------------|
| FUND NAME     | DEPT. NAME        | ACCOUNT NAME                    | FUND NO. | DEPT. NO. | ACCOUNT NO. | APPROPRIATION AMOUNT |
| General Fund  | Behavioral Health | Professional & Special Services | 0001     | 422200    | 92037       | 73,808               |
|               |                   |                                 |          |           |             |                      |
|               |                   |                                 |          |           | TOTAL       | 73,808               |

| Funding Sources: |                   |               |          |           |             |                      |
|------------------|-------------------|---------------|----------|-----------|-------------|----------------------|
| FUND NAME        | DEPT. NAME        | ACCOUNT NAME  | FUND NO. | DEPT. NO. | ACCOUNT NO. | APPROPRIATION AMOUNT |
| General Fund     | Behavioral Health | Other Revenue | 0001     | 422200    | 88025       | 73,808               |
|                  |                   |               |          |           |             |                      |
|                  |                   |               |          |           | TOTAL       | 73,808               |

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

Dept. of Finance Approval \_\_\_\_\_ Department Head *Lisa O'Leary PhD*

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

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM

April 27, 2021

**SUBMITTED BY:** County Counsel – Lee Burdick/Diane Walker Freeman

**SUBJECT:** RESOLUTION DECLARING A LOCAL EMERGENCY DUE TO DROUGHT  
CONDITIONS IN KINGS COUNTY

**SUMMARY:**

**Overview:**

On April 21, 2021, Governor Newsom declared a State of Emergency in two California counties based on severe to exceptional drought conditions throughout California and substantial water supply and ecosystem challenges in the named Counties. Kings County is similarly facing substantial water supply and ecosystem challenges resulting from extremely dry drought conditions and would benefit from a Declaration of Local Emergency.

**Recommendation:**

**Adopt a Resolution declaring a local emergency due to drought conditions in Kings County.**

**Fiscal Impact:**

The declaration of local emergency may provide some financial and administrative relief to help local farmers, businesses, and government agencies in addressing the problems associated with fire risk and the lack of adequate supplies of irrigation water.

**BACKGROUND:**

The California Emergency Services Act, Government Code section 8550, *et seq.*, authorizes the Board to proclaim local emergencies based on the “existence of conditions of disaster or of extreme peril to safety of persons and property” caused by fire or drought (Gov. Code, § 8558, subd. (c)). Thereafter, the County may work with the California Emergency Management Agency to seek aid, and may also appropriate and transfer funds to address emergency situations upon a four-fifths vote (Gov. Code, § 29127.).

(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**

### **RESOLUTION DECLARING A LOCAL EMERGENCY DUE TO DROUGHT CONDITIONS IN KINGS COUNTY**

**April 27, 2021**

**Page 2 of 2**

On April 21, 2021, Governor Newsom declared a State of Emergency in two California counties based on severe to exceptional drought conditions throughout California and substantial water supply and ecosystem challenges in the named Counties. In doing so, Governor Newsom recognized that California was in the second consecutive year of dry conditions that had resulted in drought throughout many portions of the State. Governor Newsom expressed concern over degraded water quality, fallowing of productive farmland and setbacks to vulnerable and rural communities through job losses and longer lasting recoveries.

Kings County is among those experiencing severe drought. The local snow survey measurements are at 17 percent of average as of April 22, 2021. In addition, on March 23, 2021, the California Department of Water Resources reduced the Stated Water Project allocation for the 2021 water year to five (5) percent. On the same day, the Central Valley Project announced agricultural water service contractors south-of-Delta allocation of five (5) percent of their contract supply is not available for delivery until further notice. On March 5, 2021, the United States Department of Agriculture (“USDA”) Secretary, Tom Vilsack, designated 50 of California’s counties, including County of Kings, as primary natural disaster areas due to a recent drought.

Because of the drought, Kings County is facing substantial reductions to its water supply and significant adverse environmental, economic, and social impacts. These impacts pose an imminent threat of disaster and threaten to cause widespread harm to people, businesses, property, communities, wildlife and recreation in County of Kings. By declaring an emergency due to drought, the County will have the ability to seek additional resources to expeditiously mitigate the effects of the drought and address the water supply and ecosystem challenges within Kings County.

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

\*\*\*\*\*

IN THE MATTER OF DECLARING A  
LOCAL EMERGENCY DUE TO  
DROUGHT CONDITIONS /

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

WHEREAS, by Emergency Proclamation dated April 21, 2021, Governor Gavin Newsom declared that California is in a second consecutive year of dry conditions that has resulted in severe to exceptional drought conditions in many portions of the State;

WHEREAS, Governor Newsom further declared that these drought conditions can result in degraded water quality, fallowing of productive farmland, setbacks to vulnerable and rural communities through job losses and longer-lasting recoveries, significant impacts to tribal, commercial, and recreational salmon fisheries, constraints on access to traditional lifeways, loss of aquatic and terrestrial biodiversity, and ecosystem impacts;

WHEREAS, Governor Newsom further declared that drought conditions vary across the State and that emergency conditions exist in some watersheds that are extremely dry and facing substantial water supply and ecosystem challenges;

WHEREAS, Kings County has experienced extremely low precipitation over the past two years and faces substantial water supply and ecosystem challenges based on extremely dry watersheds, reduced surface water distributions, and critically overdrawn water basins;

WHEREAS, local snow survey measurements are at 17 percent of average as of April 22, 2021;

WHEREAS, on March 23, 2021, the California Department of Water Resources reduced the State Water Project allocation for the 2021 water year to 5 percent;

WHEREAS, on March 23, 2021, the Central Valley Project announced agricultural water service contractors south-of-Delta allocation of 5 percent of their contract supply is not available for delivery until further notice;

WHEREAS, on March 5, 2021, United States Department of Agriculture (“USDA”) Secretary, Tom Vilsack, designated 50 of California’s counties, including the County of Kings, as primary natural disaster areas due to a recent drought;

WHEREAS, the adverse environmental, economic, and social impacts of the drought pose an imminent threat of disaster and threaten to cause widespread harm to people, businesses, property, communities, wildlife and recreation in County of Kings;

WHEREAS, it is necessary to expeditiously mitigate the effects of the drought conditions and address the water supply and ecosystem challenges within Kings County to ensure the protection of health, safety and the environment; and

WHEREAS, local resources are inadequate to cope with the effects of these conditions.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Pursuant to Government Code section 8550 et seq., due to drought conditions and its imposed substantial water supply and ecosystem challenges, this Board hereby declares a local emergency in Kings County.

2. During the existence of this local emergency, the powers, functions and duties of the Emergency Services Officer and staff shall be as prescribed by state law and by County ordinance and resolutions of this Board.

3. The Emergency Services Officer is hereby authorized and directed to consult and cooperate with federal and state officials about mitigating the conditions caused by the drought.

4. The Board of Supervisors hereby requests that the Governor declare a state of local emergency in Kings County due to the drought conditions and requests disaster assistance from the state and federal government due to drought conditions.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held on the 27th day of April, 2021, by the following vote:

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

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

WITNESS my hand and seal of said Board of Supervisors this 27th day of April, 2021.

\_\_\_\_\_  
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 27, 2021

**SUBMITTED BY:** Human Services Agency – Sanja Bugay/Wendy Osikafo  
**SUBJECT:** KINGS WHOLE PERSON CARE EXTENSION BUDGET

**SUMMARY:**

**Overview:**

The Human Services Agency (HSA) is requesting an approval of Whole Person Care Pilot Extension through December 2021 and an increase of Fiscal Year 2020-2021 budget appropriations for Kings Whole Person Care Program. Approval will extend care coordination, housing navigation, and supplemental security income advocacy services to residents with chronic health conditions, mental health conditions, substance use disorders, and those experiencing homelessness. Continued funding of Kings Whole Person Care will maintain collaborative efforts and build on best practices for integration with California Advancing and Innovation Medi-Cal Enhanced Care Management services projected to be implemented in January 2022.

**Recommendation:**

- a. Authorize the Director of the Human Services Agency to sign the standard amendment to extend the Whole Person Care program through December 31, 2021; and
- b. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

There will be no impact to County General Fund. Increases are based on the approved project's year six Whole Person Care budget. Additional appropriations in the amount of \$657,775 are requested to accommodate the extension of Whole Person Care for the remainder of Fiscal Year 2020-2021. The increased appropriations will be budgeted in Budget Unit 510400 (Whole Person Care) and are comprised of \$409,282 in federal aid and a \$248,493 local match contributed by the Human Services Agency Whole Person Care trust funds and Behavioral Health. HSA is seeking approval to increase FY 2020-2021 appropriations for continued operations for the remainder of FY 2020-2021. Appropriations for FY 2021-2022 in the amount of \$1,925,071 will be addressed in the upcoming budget process.

(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 WHOLE PERSON CARE EXTENSION BUDGET**  
**April 27, 2021**  
**Page 2 of 3**

**BACKGROUND:**

Whole Person Care Pilot has been extended under Medicaid section 1115 demonstration waiver, entitled “Medi-Cal 2020” (Project Number 11-W-00193/9). This extension was due to the State delays in implementation of the California Advancing and Innovating Medi-Cal (CalAIM) Waiver that was initially scheduled to be effective in January 2021 and is now projected to be implemented in January 2022. The Human Services Agency will continue to serve as the Lead Entity for the Whole Person Care grant, which is the primary funding source for Kings Whole Person Care (WPC) services. The Board accepted and approved the Whole Person Care grant in June 20, 2017, Department of Health Care Services Contract No. 1 7-1 41 84-K1-1 6. Whole Person Care comprehensive system of care has overarching goal to integrate the coordination of health, behavioral health, and social services to improve patient health and well-being through efficient and effective use of resources. To achieve Whole Person Care objectives, Kings WPC’s target population includes Kings County residents with chronic or complex conditions, such as, diabetes, high blood pressure, mental health, substance use disorders, and homeless single adults.

To address the target population, Kings WPC provides services in the form of case management, housing navigation, direct linkage to mental health services, substance use disorder treatment, employment services, supplemental security income advocacy, and connections to primary care providers. Kings WPC also provides assistance with navigating multiple systems of care, while educating enrollees on how to access community resources and medical service coordination in lieu of emergency room care. Services provided are geared towards encouraging individuals in the target population to reach self-sufficiency.

During the past three years, Kings WPC developed infrastructure aimed at improving care coordination and referral processes. The program implementation and changes have been under the leadership of the Kings County Local Advisory Committee (LAC). Kings County LAC is comprised of representatives from the following Kings County departments and partnering agencies: Behavioral Health Department, Public Health Department, Probation Department, the Sheriff’s Office, Anthem Blue Cross, Kings View, Champions Recovery Alternative Programs, and the Human Services Agency.

Community integration of Kings LAC keeps with Kings WPC objectives to increase information sharing among multiple partners. Information shared by partners contributes to the development of individualized comprehensive care plans, using a Multi-Disciplinary Team (“MDT”) approach. In addition to care plan development, MDTs review process helps to minimize duplication of services by identifying an individual’s enrollment in programs with similar services as Kings WPC. Through community integration and information sharing, Kings WPC’s aim is to improve countywide coordination systems, increase efficiency of care, reduce cost of care, minimize over utilization of emergency services, and reduce incarceration rates.

Kings WPC was scheduled to end December 31, 2020, and as a result, the Department estimated six months of appropriations for Fiscal Year (FY) 2020-2021 during the budget process. Subsequent to final budget approval, the Department of Health Care Services (DHCS) extended the pilot to December 31, 2021. As a result, the Department is seeking approval to increase FY 2020-2021 appropriations for continued operations for the remainder of FY 2020-2021. Appropriations for FY 2021-2022 will be addressed in the upcoming budget process. Extension of Kings WPC system of care will sustain partnerships and best practices through a unified transition into CalAIM Enhanced Care Management, which is projected to be implemented in January 2022.

**AGENDA ITEM**  
**KINGS WHOLE PERSON CARE EXTENSION BUDGET**  
**April 27, 2021**  
**Page 3 of 3**

The California Department of Health Care Services was notified on December 29, 2020 of the extension of the funding under the State Designated State Health Programs, a funding program that funds the Kings County Whole Person Care.

On March 29, 2021 the Human Services Agency was notified via an award letter that Kings County was approved to carry forward any remaining unspent funding for program year five. Further the letter also awarded another year six of total funds to continue to implement the local Whole Person Care pilot program. The agreement is not yet finalized however, staff is requesting to approve the agreement contingent on the amount submitted in the award letter.

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       | Human Services Agency | REGULAR EMPLOYEES        | 0001     | 510400    | 91000        | 290,918              |
| General       | Human Services Agency | EXTRA HELP               | 0001     | 510400    | 91001        | 44,070               |
| General       | Human Services Agency | OVERTIME - OTHER PAYS    | 0001     | 510400    | 91002        | 1,462                |
| General       | Human Services Agency | RETIREMENT               | 0001     | 510400    | 91005        | 56,932               |
| General       | Human Services Agency | HEALTH INSURANCE         | 0001     | 510400    | 91007        | 47,296               |
| General       | Human Services Agency | MGMT BENEFITS/LIFE INS   | 0001     | 510400    | 91008        | 589                  |
| General       | Human Services Agency | UNEMPLOYMENT INSURANCE   | 0001     | 510400    | 91011        | 953                  |
| General       | Human Services Agency | SOCIAL SECURITY/MEDICARE | 0001     | 510400    | 91012        | 22,621               |
| General       | Human Services Agency | CONTRACTUAL SERVICES     | 0001     | 510400    | 92047        | 105,771              |
| General       | Human Services Agency | WPC SUPPORTIVE SERVICES  | 0001     | 510400    | 93023        | 87,163               |
|               |                       |                          |          |           | <b>TOTAL</b> | <b>657,775</b>       |

| Funding Sources: |                       |                     |          |           |              |                      |
|------------------|-----------------------|---------------------|----------|-----------|--------------|----------------------|
| FUND NAME        | DEPT. NAME            | ACCOUNT NAME        | FUND NO. | DEPT. NO. | ACCOUNT NO.  | APPROPRIATION AMOUNT |
| General          | Human Services Agency | FED AID - WPC PILOT | 0001     | 510400    | 86002        | 409,282              |
| General          | Human Services Agency | WPC BH MATCH        | 0001     | 510400    | 86003        | 8,449                |
| General          | Human Services Agency | WPC OTHER MATCH     | 0001     | 510400    | 86006        | 240,044              |
|                  |                       |                     |          |           | <b>TOTAL</b> | <b>657,775</b>       |

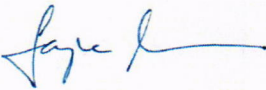
**(B) Budget Transfer:**

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

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

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





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

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

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



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



GAVIN NEWSOM  
GOVERNOR

March 29, 2021

Sanja Bugay, Director of Human Services Agency  
Kings County  
1400 W Lacey Blvd Bldg #12  
Hanford, CA 93230

NOTICE OF PROGRAM YEAR 6 EXTENSION APPROVAL AND FUNDING  
ALLOCATION FOR THE WHOLE PERSON CARE (WPC) PILOT PROGRAM FOR  
KINGS COUNTY

Dear Sanja Bugay:

The California Department of Health Care Services (DHCS) is pleased to announce that Kings County has been approved to receive Program Year 6 total funds in the amount of \$1,925,071.52 to implement its local Whole Person Care (WPC) Pilot program. In addition, Kings County is approved to carry forward any remaining unspent funding from Program Year 5, not to exceed the amount of \$702,703.98.

The attached WPC Agreement will become the agreement between DHCS and Kings County upon execution. This agreement includes the final approved application, conditions of participation, and eligibility for federal financial participation for all allowable costs. Formal acceptance of the enclosed agreement is required with a signature from the individual with authority to sign and designated to enter into the agreement with DHCS on behalf of the WPC lead entity.

If you have any questions regarding this allocation, approval or acceptance process please contact Nathan Nau, Chief, Managed Care Quality and Monitoring Division at (916) 345-7168 or by email at [Nathan.Nau@dhcs.ca.gov](mailto:Nathan.Nau@dhcs.ca.gov).

Sincerely,

Nathan Nau  
Division Chief  
Managed Care Quality and Monitoring



# 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 27, 2021

**SUBMITTED BY:** Department of Public Health/First 5 – Edward Hill/Clarissa Ravelo  
**SUBJECT:** AMENDING CODE SECTION 2-40 OF THE ORDINANCE CODE (FIRST 5 PROGRAM)  
**SUMMARY:**

**Overview:**

At its meeting on February 2, 2021, the First 5 Kings County Children and Families Commission recommended amending the County Ordinance that establishes the Commission. The recommended amendment would allow for the Commission to become a legal public entity separate from the County.

**Recommendation:**

**Introduce and waive the first reading of the proposed amendment of Article III, Chapter 2, Section 2-40 of the Kings County Code of Ordinances relating to the First 5 Kings County Children and Families Commission.**

**Fiscal Impact:**

There is no fiscal impact with the recommended action.

**BACKGROUND:**

On December 29, 1988, in accordance with Proposition 10, codified as California Health and Safety Code section 130140, the Kings County Board of Supervisors adopted an ordinance establishing a county children and families first commission. This commission, which is known as the First 5 Kings County Children and Families Commission, serves to administer programs authorized by the California Children and Families First Act (Act) of 1998. First 5 Kings County is the County agency established to administer Proposition 10 tobacco tax funds under California Health and Safety Code, section 130105, subdivision d(2)(A).

Kings County ordinance Section 2-40 provides that the First 5 Kings County Children and Families

(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**

### **AMENDING CODE SECTION 2-40 OF THE ORDINANCE CODE (FIRST 5 PROGRAM)**

**April 27, 2021**

**Page 2 of 2**

Commission is a County agency with independent authority over the strategic plan and the First 5 Kings County Children and Families Trust Fund.

Since its inception in 1998, the Commission has entered into agreements, allowing the Commission to carry out its Strategic Plan, and administering Proposition 10 funding as the Act allows. In 2014, the First 5 Kings County program started operating as a division under the Kings County Department of Public Health.

In May 2020, the Commission was advised by County Counsel that according to statute and local ordinances, the Commission was entering into agreements without proper delegated authority by the Board. Since then, all contracts and agreements have been brought before the Board for approval.

At the Commission's February 2, 2021 meeting, the Commission voted to recommend to the Board that the ordinance pertaining to the Commission's legal status be amended to establish the Commission as a legal public entity separate from the County. Becoming a separate legal entity capable of entering into contracts on its own will allow the Commission to carry out the intent of Proposition 10 and to provide services to Kings County's children, ages 0-5, and their families in a timely and efficient manner.

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

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

AN ORDINANCE TO AMEND SECTION 2-40 OF ARTICLE III OF CHAPTER 2 OF THE COUNTY OF KINGS' CODE OF ORDINANCES RELATING TO THE KINGS COUNTY CHILDREN AND FAMILIES COMMISSION

The Board of Supervisors of the County of Kings hereby ordains as follows:

SECTION 1. That Section 2-40 of Article III, Chapter 2 of the Code of Ordinances, County of Kings, is amended to read as follows:

Section 2-40. Establishment of the First 5 Kings County Children and Families Commission.

- (a) There is hereby established the "First 5 Kings County Children and Families Commission" ("First 5") in the County of Kings. First 5 is a legal public entity separate from the County of Kings in accordance with subdivision (a)(1) of Section 130140.1 of the Health and Safety Code.
- (b) First 5, as a legal public entity separate from the County of Kings, shall file an "Information concerning public agency and members of governing board" statement as required under Section 53051 of the Government Code within seventy (70) days of adoption of this amendment.
- (c) The powers, duties, and responsibilities of First 5 shall include, but not be limited to, the following:
  - (1) The power to employ personnel and contract for personal services as required to carry out its duties, responsibilities, or purpose.
  - (2) The power to enter into any contracts as necessary or appropriate to carry out its duties, responsibilities, or purpose.
  - (3) The power to acquire, possess, and dispose of real or personal property as necessary and appropriate to carry out its duties, responsibilities, or purpose.
  - (4) The power to sue or be sued.
  - (5) Independent authority over its strategic plan.
- (d) First 5 shall be deemed a public agency that is a unit of local government for purposes of all grant programs and other funding and loan guarantee programs.
- (e) Any obligations of First 5, whether statutory, contractual, or otherwise, shall be obligations solely of First 5.
- (f) First 5, its members, and employees are protected by the immunities applicable to public entities and public employees as governed by the Government Claims Act found in Part 1 (commencing with Section 810) and Part 2 (commencing with Section 814) of Division 3.6 of Title 1 of the Government Code, except to the extent otherwise provided by other statutes or regulations that apply expressly to First 5 commissions.
- (g) All claims or actions for money or damages against First 5 shall be governed by Part 3 (commencing with Section 900) and Part 4 (commencing with Section 940) of Division 3.6

of Title 1n of the Government Code, except to the extent otherwise provided by other statutes or regulations that expressly apply to First 5 commissions.

- (h) First 5 shall not be terminated or decommissioned except by the adoption of an ordinance by the Kings County Board of Supervisors (“Board”), in which the Board expressly states the County of Kings will not participate in the California Children and Families Program and is terminating its First 5.
- (1) In terminating First 5, the Board shall allow an appropriate transition period for satisfying or resolving the existing obligations of First 5.
  - (2) In the event of termination, any unencumbered and unexpended funds remaining in the local Children and Families Trust Fund shall be distributed pursuant to subdivision (e) of Section 130140 of the Health and Safety Code.
  - (3) Prior to the termination of First 5, the Board shall notify the State Children and Families Commission of its intent to terminate its First 5.
  - (4) Upon termination, the liabilities or the liquidation or disposition of the remaining assets of First 5 shall not become obligations of the County of Kings.

SECTION 2. This Ordinance shall take effect and be in force thirty (30) days after its adoption and before the expiration of fifteen (15) days after its passage, it shall be published once with the names of the members of the Board voting for or against the same in the *Hanford Sentinel*, a newspaper of general circulation published in the County of Kings.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Craig Pedersen, Chairman of the Board of  
Supervisors, County of Kings, State of California

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

\_\_\_\_\_  
Clerk of the Kings County 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 27, 2021

**SUBMITTED BY:** Department of Public Health - Edward Hill/Heather Silva/Darcy Pickens

**SUBJECT:** ELITECARE MEDICAL STAFFING, INCORPORATED

**SUMMARY:**

**Overview:**

Due to the increased and ongoing workload COVID-19 placed on County clinical staff, the Kings County Department of Public Health is requesting to renew the agreement with Elitecare Medical Staffing Incorporated for continuation of additional clinical staff resources. The existing Board-approved agreement with Elitecare Medical Staffing Incorporated expires on April 30, 2021. With approval of the renewed agreement, medical staffing services will continue starting May 1, 2021 through June 30, 2022.

**Recommendation:**

**Approve the agreement with Elitecare Medical Staffing, Incorporated to provide licensed nursing staff to the Kings County Department of Public Health for augmented staffing levels needed during the COVID-19 pandemic.**

**Fiscal Impact:**

There will be no fiscal impact to General Fund. Services provided by Elitecare Medical Staff Incorporated will continue to be funded from May 1, 2021 through June 30, 2021 under the previously approved funding in the estimated amount of \$252,000. The remaining term of this agreement will be funded with an Immunization Grant beginning July 1, 2021 through June 30, 2022, not to exceed the amount of \$1,115,000. The Immunization Grant was awarded to Kings County to provide additional resources for vaccination and other health care services during the COVID-19 pandemic.

(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**

### **ELITECARE MEDICAL STAFFING INCORPORATED**

**April 27, 2021**

**Page 2 of 2**

#### **BACKGROUND:**

In February 2020, the County prioritized its focus towards a full response effort to the COVID-19 pandemic. Since March 2020, the Kings County Department of Public Health has been working diligently, seven days a week, in an attempt to mitigate the spread of this virus. Due to the catastrophic effect this disease is having on the nation, and subsequently Kings County, Public Health finds itself severely understaffed. With the current vaccine rollout, including the mass vaccination clinics, Public Health is looking to continue augmenting nursing staff with an additional 25 nurses, 10 medical assistants, and 10 medical office assistants. Public Health is requesting to renew the agreement with Elitecare Staffing Incorporated commencing May 1, 2021 and ending June 30, 2022. The agreement rates for the nursing staff are:

#### Hourly Rates

|  |               |
|--|---------------|
| Licensed Vocational Nurse                                    | \$55 per hour |
| Registered Nurse   | \$79 per hour |
| Certified Nurse Assistant/Medical Assistant/Office Assistant | \$38 per hour |

#### Overtime Rates

Overtime rates are one and one-half (1.5) times the regular rate for all hours worked by a placement in excess of eight (8) hours in one workday, forty (40) hours in one workweek. The rate for hours worked in excess of twelve (12) will be paid at two (2) times the regular rate.

#### Holiday Rate

Holidays are billed at one and one-half (1.5) times the regular hourly rate.

As previously stated, Public Health has been operating seven days a week since March 2020. With the Department's COVID-19 response efforts continuing, these additional nurses, medical assistants, and medical office assistants are critical for the County's ability to further manage this disease.

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



## COUNTY OF KINGS

### AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of April, 2021, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Elitecare Medical Staffing, Inc. (hereinafter “Contractor”).

### RECITALS

WHEREAS, County requires temporary nursing service to assist with its response to the outbreak of COVID-19 in Kings County; and

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

NOW, THEREFORE, the parties mutually agree as follows:

#### 1. SCOPE OF SERVICES

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

#### 2. RESPONSIBILITIES OF CONTRACTOR

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

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

#### 3. COMPENSATION

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

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

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

#### **4. TERM**

This Agreement shall be in full force and effect commencing May 1, 2021 and shall terminate on June 30, 2022 unless extended by mutual consent of the parties.

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

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

These obligations shall apply in addition to those found in Section 28 of this Agreement. In the case of a conflict between this section and Section 28, Section 278 shall control.

#### **6. AMENDMENTS**

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

#### **7. TERMINATION**

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

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

Agreement effective immediately.

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

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

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

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

## 8. INSURANCE

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

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

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

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

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

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions including those of its employees assigned to work in Kings County.

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

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

## **9. INDEMNIFICATION**

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

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

officers, agents, employees, or subcontractors of Contractor.

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

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

**10. INDEPENDENT CONTRACTOR**

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

It is further understood and agreed that all individuals Contractor assigns to Kings County under this Agreement shall be employees of Contractor and shall not be construed to be employees of Kings County for any purpose by virtue of the assignment or the services provided thereunder.

**11. COMPLIANCE WITH LAW**

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and County.

Contractor shall comply with all state and federal confidentiality laws including, but not limited to, the Health Insurance Portability and Accessibility Act (HIPAA) and its regulations as amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as Exhibit B.

**12. CONFIDENTIALITY**

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

**13. CONFLICT OF INTEREST**



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

#### **14. NONDISCRIMINATION**

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

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

#### **15. SUBCONTRACTORS**

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

#### **16. ASSIGNMENT**

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

#### **17. UNFORESEEN CIRCUMSTANCES**

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

#### **18. OWNERSHIP OF DOCUMENTS**

County shall be the owner of and shall be entitled to possession of any computations,

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

## **19. NOTICE**

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

### **COUNTY:**

ED HILL  
DIRECTOR OF PUBLIC HEALTH  
330 CAMPUS DR.  
HANFORD, CA 93230  
EMAIL: EDWARD.HILL@CO.KINGS.CA.US

### **CONTRACTOR:**

STEVEN J. POGGI  
ELITECARE MEDICAL STAFFING, INC.  
761 E. LOCUST AVE., STE. 103  
FRESNO, CA 93720  
EMAIL: SPOGGI@ELITECARE.NET

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

## **20. CHOICE OF LAW**

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

## **21. SEVERABILITY**

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

## **22. SURVIVAL**

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

Confidentiality, and Section 28, Access to Records.

**23. NO THIRD PARTY BENEFICIARIES.**

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

**24. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**25. DEBARMENT AND SUSPENSION**

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

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

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

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

transactions.

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

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

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

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

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

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

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

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

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

**CONTRACTOR**

By \_\_\_\_\_  
Date \_\_\_\_\_

**27. PROCUREMENT OF RECOVERED MATERIALS**

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

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

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

**28. ACCESS TO RECORDS**

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

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

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

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

**29. DHS SEAL, LOGO, AND FLAGS**



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

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

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

**31. NO OBLIGATION BY THE FEDERAL GOVERNMENT**

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

**32. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**

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

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

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

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

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

**34. AUTHORITY**

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

IN WITNESS WHEREOF the parties have executed this Agreement the day and year

first written above.

COUNTY OF KINGS

ELITECARE MEDICAL STAFFING,  
INC.

By: \_\_\_\_\_  
Craig Pedersen, Chairman

By: \_\_\_\_\_  
Steven J. Poggi, President

ATTEST:

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

By: \_\_\_\_\_  
Stacey Green, Director of Operations

Approved and Endorsements Received:

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

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement...

PRODUCER License # 0E02096 DiBudo & DeFendis Insurance Brokers, LLC
CONTACT NAME: Mercedes Ornelas
PHONE (A/C, No, Ext): (559) 648-2132 FAX (A/C, No): (559) 648-2120
E-MAIL ADDRESS: mercedes.ornelas@dibu.com
INSURER(S) AFFORDING COVERAGE: INSURER A: TDC National Assurance Company

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liability sections.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) County of Kings, its officers, employees and agents are named additional insured as contractually required per operations of the named insured as respects General Liability and Professional Liability per attached form HPF-010002-09-16.

CERTIFICATE HOLDER

CANCELLATION

County of Kings 1400 W. Lacey Blvd. Hanford, CA 93230
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE [Signature]



Underwritten by: TDC National Assurance Company  
5885 Meadows Road, Suite 300  
Lake Oswego, OR 97035  
Servicing Address: 29 Mill Street  
Unionville, CT 06085

## MEDICAL FACILITIES PROFESSIONAL LIABILITY, GENERAL LIABILITY AND EMPLOYEE BENEFIT LIABILITY POLICY

**VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. PORTIONS OF THIS POLICY APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO US DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD. PLEASE READ THIS POLICY CAREFULLY.**

In consideration of the payment of the premium and in reliance upon all statements and information furnished to **us**, and subject to all of the terms and conditions of this Policy (including all endorsements attached hereto), **you** and **we** agree as follows:

### I. INSURING AGREEMENTS

#### (A) Claims Made Professional Liability Insurance:

**We** will pay up to the applicable Limit of Liability set forth in ITEM 4.A. of the Declarations on behalf of the **insured** any **damages** that the **insured** is legally obligated to pay as a result of any covered **claim** for a **professional services wrongful act** happening on or after the **retroactive date**; provided, that the **claim** is first made against the **insured** during the **policy period** or applicable Extended Reporting Period and reported to **us** in accordance with GENERAL CONDITION (C) of this Policy.

#### (B) Occurrence-Based General Liability Insurance; Medical Expense Reimbursement:

(1) **We** will pay up to the applicable Limit of Liability set forth in ITEM 4.B. of the Declarations on behalf of the **insured** any **damages** that the **insured** is legally obligated to pay as a result of any covered **claim** alleging **bodily injury, property damage, or personal and advertising injury** that is caused by an **occurrence** that takes place during the **policy period**; provided, that the **claim** is reported to **us** in accordance with GENERAL CONDITION (C) of this Policy.

(2) Upon **your** satisfactory proof of payment, **we** will reimburse **you** up to the applicable amount set forth in ITEM 4.B. of the Declarations for **medical expenses you** actually paid in connection with any **bodily injury** caused by an accident and suffered by an individual; provided, that:

(a) such accident takes place during the **policy period** on premises **you** own or rent, or on ways adjacent to premises **you** own or rent, and in connection with the conduct of **your** business and the Covered Operations identified in ITEM 6 of the Declarations;

(b) the treatment or other services eligible for such **medical expenses** are rendered within one (1) year of such accident;

(c) such **medical expenses** are reported to **us** within ninety (90) days from the date such treatment or service was rendered; and

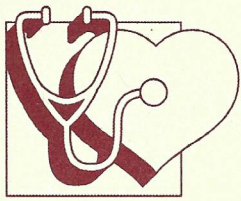
(d) the injured individual submits to examination(s), at **our** expense, by physicians of **our** choice, as often as **we** may reasonably require.

- (S) **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because: (1) it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous; or (2) **you** have failed to fulfill the terms of a contract or agreement.
- (T) **Insured** means any of the following:
- (1) the **named insured**;
  - (2) any **employee** or **volunteer**, but only while such **employee** or **volunteer** is acting within the capacity and scope of his or her duties as such;
  - (3) any **insured medical practitioner**, but only while such **insured medical practitioner** is acting within the capacity and scope of his or her duties as such;
  - (4) **your** medical directors, department heads, or chiefs of staff, but only while acting within the scope and capacity of their duties as such for **you**;
  - (5) any member of a duly authorized board or committee of **yours**;
  - (6) solely with respect to and limited to the coverage afforded under INSURING AGREEMENT (A), the lawful spouses of individual **insureds** and, in the event of the death, incapacity or bankruptcy of an individual **insured**, the estates, heirs, legal representatives or assigns of such individual **insured**;
  - (7) any person enrolled as a student in a formal training program offered by **you**, but only when such person is acting within the capacity and scope of his or her duties as such;
  - (8) any member or partner of a joint venture or partnership specifically listed as a **named insured** on an endorsement attached to this Policy, but only with respect to such member or partner's liability arising out of such joint venture or partnership;
  - (9) if **you** are a limited liability company, then any member of **yours**, but only when such member is named in a **claim** by reason of his or her ownership interest in such limited liability company and only to the extent of such ownership interest;
  - (10) any driver or operator of **mobile equipment**, but only when operating **mobile equipment** at **your** direction and with **your** permission; and
  - (11) any person or entity with whom/which **you** have a written agreement, effective during the **policy period**, to provide such person or entity insured status under this Policy (each, an "Additional Insured"), but solely with respect to liability imposed or sought to be imposed on such Additional Insured as a result of the acts, errors or omissions of an original **insured** committed or allegedly committed subsequent to the execution of such agreement and for which this Policy provides coverage; provided, that: (a) no coverage will be available under this Policy for that portion of any **damages** or **defense costs** for any **claim** against an Additional Insured based upon or arising out of any actual or alleged independent act or direct liability of such Additional Insured; (b) an Additional Insured's status as an **insured** under this Policy shall immediately terminate when **your** agreement to provide such status terminates; and (c) if such written agreement between **you** and an Additional Insured provides for indemnity or contribution in favor of such Additional Insured, the amount, extent and scope of coverage available under this Policy to such Additional Insured will be no greater than the amount, extent and

scope of indemnification available to such Additional Insured as agreed to by **you** in such agreement.

- (U) **Insured contract** means any lease of premises; sidetrack agreement; elevator maintenance agreement; easement or license agreement, obligation to indemnify a municipality if the obligation is required by ordinance; any contract or agreement specifically added as an **insured contract** by written endorsement to this Policy, under which **you** assume the tort liability of another to pay damages for **bodily injury** or **property damage** covered by this Policy that is sustained by others.
- (V) **Insured medical practitioner** means any clinical professional including, without limitation, any physician, surgeon, intern, extern, resident, certified registered nurse anesthetist, nurse midwife, osteopathic physician and surgeon, podiatrist and dentist who, on the date of the **wrongful act** or **occurrence** giving rise to a **claim** was:
- (1) independently professionally licensed by the State in which the **insured medical practitioner** is providing services for or on **your** behalf; and
  - (2) an **employee**.
- (W) **Legal defense proceeding** means:
- (1) a hearing or disciplinary action against an **insured** before a state or other licensing board or governmental regulatory body;
  - (2) a civil or criminal proceeding in which the **insured** is not a defendant but has been ordered to offer deposition testimony regarding treatment rendered to a **patient**;
  - (3) a civil or criminal proceeding in which the **insured** is not a party but has received a subpoena for record production regarding treatment rendered to a **patient**; or
  - (4) a **HIPAA proceeding**.
- (X) “**Legal/ media expenses**” means reasonable fees and costs of attorneys, experts and consultants incurred by the **insured** in the investigation and defense of a **legal defense proceeding**. **Legal/media expenses** also includes reasonable costs incurred by the **insured** in the management of public relations with respect to a **legal defense proceeding**, including reasonable fees and costs of third-party media consultants. Solely with respect to a **HIPAA proceeding**, “**legal/media expenses**” shall include civil fines and penalties resulting from any **HIPAA proceeding**. **Legal/media expenses** shall not include any remuneration, salaries, overhead, fees, loss of earning reimbursement or benefit expenses of an **insured**.
- (Y) **Medical expenses** means reasonable payments for the following treatments or services rendered in connection with **bodily injury** suffered by an individual and caused by an accident for which coverage is provided under INSURING AGREEMENT (B)(2):
- (1) first aid administered at the time of the accident giving rise to such **bodily injury**;
  - (2) necessary medical, surgical-x-ray and dental services, including prosthetic devices; and
  - (3) necessary ambulance, hospital, professional medical and nursing, and funeral services.





**Elitecare**  
Medical Staffing, LLC



Dec 1, 2020

County of Kings  
Department of Public Health  
Nancy Gerking  
330 Campus Dr  
Hanford, CA 93230

Dear Nancy:

This letter is in regard to supplying RN's and LVN's for temporary Covid-19 assignments and other unforeseeable urgent communicable disease outbreaks in any Kings County facility. The negotiated contract rates are:

|           |                  |
|-----------|------------------|
| RN        | \$79.00 per hour |
| LVN       | \$55.00 per hour |
| CNA/MA/OA | \$38.00 per hour |

**Orientation.** It shall be the responsibility of Facility to orient all Placements to the Facility and its rules and regulations and to acquaint them with Facility policies and procedures, including dress code, physical layout and equipment and to validate competency and ability of assigned employee to properly use equipment. Facility shall provide each Placement with such orientation as may be required, at the sole discretion of such Facility, during Placement's initial assignment.

If Facility changes or cancels a request for registry (per diem) Placement less than two (2) hours before the scheduled start of a shift or assignment, Facility will pay Agency for two (2) hours per the regular bill rate for that Placement's job classification in effect at time of cancellation.

If Placement is no longer needed by Facility after reporting for work and beginning his or her assignment, Placement may be called off by Facility. If Placement is called off by Facility, Agency shall be paid for the actual hours worked by Placement or up to four (4) hours of services, whichever is greater, per the regular bill rate for that Placement's job classification in effect at time of call-off. Facility reserves the right to utilize such Placement in an assignment reasonably consistent with his/her license and experience for up to four (4) hours of such paid time. Agency shall be solely responsible for satisfying any reporting time pay obligations due Placement under state or federal wage and hour laws.

**Overtime and Holiday Rates.**

- (a) Facility will pay one and one-half (1.5) times the regular rate for all hours worked by a Placement in excess of eight (8) hours in one workday, forty (40) hours in one workweek,
- (b) Facility will pay two (2) times the regular rate for all hours worked by a Placement in excess of twelve (12) hours in one workday.
- (c) The following holidays are billed at one and one-half (1.5) plus all other holidays recognized by Facility for its regular staff:

|                      |   |
|----------------------|---|
| New Year's Day       | 7pm on night prior to holiday through 12am of holiday- 29 hours |
| Christmas Day        | 7pm on night prior to holiday through 12am of holiday- 29 hours |
| Thanksgiving Day     | 12am through 12am of the holiday – 24 hours                     |
| Memorial Day         | 12am through 12am of the holiday – 24 hours                     |
| July 4 <sup>th</sup> | 12am through 12am of the holiday – 24 hours                     |
| Labor Day            | 12am through 12am of the holiday – 24 hours                     |

**Recruitment or Conversion of Temporary Placement.** Should facility wish to hire (“convert”) an Agency Placement assigned to Facility, Facility may do so without a fee after a minimum number of hours/weeks has been worked. The requirements are as follows:

Per Diem – After completion of 520 hours \$0.00 Fee  
Traveler – After completion of one (2) thirteen-week (13) travel assignment \$0.00 Fee

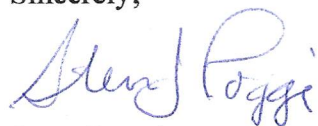
Should Facility elect to hire a placement before they have met the minimum hours worked, a conversion fee will be paid to Agency based on the table below.

| Number of Hours on Assignment | Fee (Based on 1 <sup>st</sup> Year Salary with Facility) |
|-------------------------------|--|
| Up to 160 Hours               | 18%  |
| 161 Hours – 320 Hours         | 12%  |
| 321 Hours – 520 Hours         | 7%   |
| More than 520 Hours           | No fee after 520 Hours                                   |

All recruitment restrictions will be lifted six months after contract termination or six months following the work stoppage of Elitecare’s Placement within the Facility.

Thank you for considering us for this project. Please call if you have any questions. I look forward to hearing from you soon.

Sincerely;



Steve Poggi  
President





# 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 27, 2021

**SUBMITTED BY:** Administration – Rebecca Campbell/Domingo Cruz  
Public Works Department – Dominic Tyburski

**SUBJECT:** SB 81 ROUND TWO JUVENILE CENTER REMODEL PROJECT –  
CONSTRUCTION AGREEMENT

**SUMMARY:**

**Overview:**

Your Board approved the re-advertising on February 23, 2021 for the Senate Bill 81 (SB-81) Round Two Juvenile Center Remodel project, and bids were opened on March 17, 2021. The apparent low bidder is Katch Environmental, Inc.

**Recommendation:**

- a. Award the Senate Bill 81 Round Two Juvenile Center Remodel project to Katch Environmental, Inc., the apparent low bidder, in the amount of \$13,775,214;
- b. Approve the Construction Agreement; and
- c. Authorize the Public Works Director to approve change orders up to \$150,000.

**Fiscal Impact:**

Funds for the SB-81 Round Two Juvenile Center Remodel project are included in the Adopted Fiscal Year 2020-2021 Budget, Budget Unit 700003 (KC SB 81 Project), Account 94105 (SB 81 Project). The cost of construction is in the amount of the apparent low bidder, which is \$13,775,214. The project team has reviewed the project budget and determined that there are insufficient funds to cover these costs as well as a 7.00% in construction contingencies. The bid is over the allotted budget by approximately \$4,454,495 as the estimated construction cost was \$9,320,719. Staff is seeking additional sources of funding to mitigate this shortfall.

(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

### SB 81 ROUND TWO JUVENILE CENTER REMODEL PROJECT – CONSTRUCTION

#### AGREEMENT

April 27, 2021

Page 2 of 2

#### **BACKGROUND:**

The work consists of remodel to and an expansion of the existing County’s Branch Jail facility, which will build a new Juvenile Center and Juvenile Day Reporting Center. The remodel and new construction includes housing, classrooms, program space, office space, and a day reporting center. The project includes 32-beds, classroom space, medical and programming space, a booking and intake control room, outdoor recreation, warming kitchen, and yard areas.

The work also includes, but is not limited to, electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security; and fire protection systems, and all other necessary appurtenances. This will enable the facility to be better equipped to provide services to the entire juvenile population. The agreement requires the work to be completed within 15 months, or approximately 456 calendar days. Estimated start of construction is on May 24, 2021, and the estimated completion date is August 23, 2022. It is also anticipated that the occupancy date is November 23, 2022.

Your Board approved the plans and specifications, and authorized advertising on January 12, 2021 after receiving State approval on January 7, 2021. On February 23, 2021, your Board rejected a one (1) responsive and responsible bid due to the amount submitted significantly exceeded the available funding allocated to this project. Then your Board authorized re-advertisement, which started on March 17, 2021. A blind bid opening process occurred on April 22, 2021, and Katch Environmental, Inc. was the apparent low bidder for the project.

As per the provision of the law PC Code 20142, a table is shown below outlining the bids received for the project.

| <b>Prequalified General Contractor</b> | <b>Location</b> | <b>Phone</b>   | <b>Amount of Bid</b> |
|--|-----------------|----------------|----------------------|
| <b>Katch Environmental Inc.</b>        | Fresno, CA      | (559) 297-6653 | Base: \$13,775,214   |
|  |                 |                | AA1: 750,000         |
|  |                 |                | AA2: 625,000         |
|  |                 |                | AA3: 590,000         |
|  |                 |                | Total: \$15,740,214  |
| <b>Bowe Contractors Inc.</b>           | Lancaster, CA   | (661) 940-0899 | Base: \$17,635,000   |
|  |                 |                | AA1: 575,000         |
|  |                 |                | AA2: 585,000         |
|  |                 |                | AA3: 650,000         |
|  |                 |                | Total: \$19,445,000  |

Additional agreements and purchases will come before your Board for approval for this project, including, but not limited to: materials testing, special inspections, surveying services, computers and telephones, and furniture.



# 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 27, 2021

**SUBMITTED BY:** Administration – Rebecca Campbell

**SUBJECT:** FEDERAL WEEKLY HOURS WORK STANDARD FOR HERDERS  
RESOLUTION

**SUMMARY:**

**Overview:**

The economic and environmental benefits of the sheep and goat production industry provides California is in jeopardy because of the unintended consequences brought on by a newly adopted California law in 2016 (AB 1066), which affects overtime pay requirements of the agricultural sector, and which will increase sheep and goat herder pay by an economically unsustainable 50 percent.

**Recommendation:**

**Adopt a Resolution strongly urging Governor Newsom to use his administrative authority to adopt the federal weekly hours work standard for herders in California.**

**Fiscal Impact:**

None.

**BACKGROUND:**

In 2015, the federal Department of Labor determined that herder work hours cannot be tracked because of its remoteness, that 48 hours of work per week was a reasonable estimate, and further that federal courts have upheld this determination as both reasonable and well supported by available evidence.

Prior to adoption of AB 1066, California herders were already the highest paid in the nation and paid as much as 80 percent more than herders in some other states. As mentioned above, AB 1066 increases sheep and goat herder pay by an economically unsustainable 50 percent, thus this industry may decline in California in the future. The production of sheep and wool are important to the economy of California with the state's wool production ranking first and sheep inventory ranking second in the United States, and more than 3,500 family farms are raising sheep and goats throughout California.

(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**

### **FEDERAL WEEKLY HOURS WORK STANDARD FOR HERDERS RESOLUTION**

**April 27, 2021**

**Page 2 of 2**

Sheep and goat production is uniquely nomadic requiring a mobile and skilled workforce of herders to care for and manage movement of flocks, whether located in distant areas grazing agricultural land or serving as four-legged firefighters in the forests and wildland-urban interface by reducing fire fuel vegetation.

Sheep and goat grazing aligns with Governor Newsom's Climate Change Executive Order (N-82-20) as a wildfire prevention tool, which produces a net benefit in carbon sequestration and air quality, and is especially suited to enhance carbon neutrality in situations of rural-urban interface.

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



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

\*\*\*\*\*

IN THE MATTER OF ADOPTING  
FEDERAL WEEKLY HOURS  
WORK STANDARD FOR  
HERDERS IN CALIFORNIA

---

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

WHEREAS, the production of sheep and wool are important to the economy of California with the state's wool production ranking first and sheep inventory ranking second in the United States, and more than 3,500 family farms raising sheep and goats throughout California;

WHEREAS, sheep and goat production is uniquely nomadic requiring a mobile and skilled workforce of herders to care for and manage movement of flocks whether located in distant areas grazing agricultural land or serving as four-legged firefighters in our forests and wildland-urban interface by reducing fire fuel vegetation;

WHEREAS, sheep and goat grazing aligns with Governor Newsom's Climate Change Executive Order (N-82-20) as a wildfire prevention tool which produces a net benefit in carbon sequestration and air quality, and is especially suited to enhance carbon neutrality in situations of rural-urban interface;

WHEREAS, the economic and environmental benefits this industry provides California is in jeopardy because of the unintended consequences brought on by a newly adopted California law in 2016 (AB 1066) which affects overtime pay requirements of the agricultural sector, and which will increase sheep and goat herder pay by an economically unsustainable 50 percent;

WHEREAS, prior to adoption of AB 1066, California herders were already the highest paid in the nation and paid as much as 80 percent more than herders in some other states; and

WHEREAS, in 2015, the federal Department of Labor determined that herder work hours cannot be tracked because of its remoteness, that 48 hours of work per week was a reasonable estimate, and further that federal courts have upheld this determination as both reasonable and well supported by available evidence.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Kings County Board of Supervisors strongly urges Governor Newsom to use his administrative authority to adopt the federal weekly hours work standard for herders in California, to which overtime pay would apply as currently required in California statutes.

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

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

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

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

\_\_\_\_\_  
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 27, 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.