

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, May 18, 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/O7YhbNPHbfQ> or go to 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. 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 for a phone number, access code and meeting link.

- I. **9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Brian Kleinhammer – Kingdom Culture 2.0
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 May 11, 2021 regular meeting.



IV.

CONSENT CALENDAR

A. Agriculture Department:

1. Consider approving the amended Cooperative Agreement with the California Department of Food and Agriculture for the County's Noxious Weed Program.

B. Behavioral Health Agency:

1. Consider approving the Agreement with Kings View Professional Services to provide electronic health record system services retroactively effective from July 1, 2020 to June 30, 2022.

C. Human Services Agency:

1. Consider adopting a Resolution to update Kings County Human Services Agency General Assistance Program Standards and Procedures.

D. Job Training Office:

1. Consider authorizing the Chairman to sign the Kings County Strategic Plan 2021-2024 and the San Joaquin Valley and Associated Counties Regional Plan 2021-2024 outlining the strategic direction of the Department and the Regional Planning Unit.

E. Administration/CalPFA:

1. Consider adopting a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Junction Station, LP for Junction Crossing Apartments.
2. Consider adopting a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for SRE Perris Sterling, LLC for Perris Sterling Villas III.
3. Consider adopting a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Towne Square Preservation, L.P. for Towne Square Apartments.

V.

REGULAR AGENDA ITEMS

A. Department of Finance – Jim Erb

1. a. Consider authorizing the Director of Finance to pay an Internal Revenue Service (IRS) penalty and work with County Counsel on an appeal to reverse the charge; and
b. Adopt the budget change. **(4/5 vote required)**

B. Public Works Department – Dominic Tyburski

1. Consider adopting a Resolution certifying the County's maintained road mileage for calendar year 2020.

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

- ◆ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)]**
 Conference with Outside Counsel, Michael Youril, Liebert, Cassidy, Whitmore

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

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, May 25, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

May 25	9:00 AM	Regular Meeting
May 25	11:00 AM	California Public Finance Authority Regular Meeting
May 25	11:30 AM	Kings IHSS Public Authority Meeting
June 1		Regular Meeting cancelled due to observance of Memorial Day on May 31, 2021
June 8	9:00 AM	Regular Meeting
May 8	11:00 AM	California Public Finance Authority Regular Meeting
June 15	9:00 AM	Regular Meeting
June 22	9:00 AM	Regular Meeting
June 22	11:00 AM	California Public Finance Authority Regular Meeting
June 29	9:00 AM	Regular Meeting
July 6		Regular Meeting cancelled due to observance of Independence Day on July 4, 2021
July 13	9:00 AM	Regular Meeting
July 20	9:00 AM	Regular Meeting
July 27	9:00 AM	Regular Meeting

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

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, May 11, 2021
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. On December 3, 2020, the State announced a regional Stay-at-Home order to slow the spread of COVID-19. In response to the State’s additional restrictions, and for the protection of the public’s health, the Board of Supervisors will convene their public meetings via video and teleconference as detailed below, and will close its Board Chambers to the public until further notice.

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<https://youtu.be/hSLf6HjPVTs> or go to www.countyofkings.com and click on the “Join Meeting” link.

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

- I. **9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Chad Fagundes – Koinonia Church
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

- II. **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.
Bill Lynch, Kings County Fire Chief announced the recent promotion of Josh Cunningham as the new Assistant Fire Chief and he thanked retired Assitant Fire Chief Steve Alonzo for his help in the department during the recent transitions .



Josh Cunningham, Kings County Assistant Fire Chief thanked the Board for the opportunity and stated that he is looking forward to working to move the department forward and working with the Board.

III. APPROVAL OF MINUTES

A. Approval of the minutes from the May 4, 2021 regular meeting.

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

IV. CONSENT CALENDAR

A. Human Services Agency:

1. a. Consider accepting additional State General Funds allocated to In Home Supportive Services; and
- b. Adopt the budget change. **(4/5 vote required)**
2. a. Consider approving an Agreement with the InTelegy Corporation for strategy, plan, and project management consulting services retroactively effective from January 13, 2021 to January 31, 2023.
- b. Adopt the budget change. **(4/5 vote required)[Agmt #21-042]**
3. a. Consider approving the purchase of 50 laptops that will replace hardware that is no longer under warranty. **[Agmt #21-043]**

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

V. REGULAR AGENDA ITEMS

A. District Attorney's Office – Keith Fagundes/Phil Esbenshade

1. a. Consider allocating 1.0 Full Time Equivalent Victim Witness Advocate I/II to budget unit 216300; and
- b. Adopt the budget change. **(4/5 vote required)**

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

B. Public Works Department – Dominic Tyburski

1. Consider adopting a Resolution proclaiming May 16-22, 2021, as “National Public Works Week” in Kings County. **[Reso #21-032]**

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

C. Administration – Rebecca Campbell/Domingo Cruz

1. Consider authorizing the Chairman to sign a letter of support for increased state funding towards University of California’s Division of Agriculture and Natural Resources.

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

2. Consider adopting a Resolution authorizing the County Administrative Officer to submit a Youth Programs and Facilities Grant Program application and to sign an Agreement with the Board of State and Community Corrections if awarded. **[Reso #21-033]**

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. 10:00AM PUBLIC HEARING

A. Public Health Department – Edward Hill/Clarissa Ravelo

Conduct a Public Hearing, waive the second reading, and adopt the amendment to 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.

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

ACTION: ADOPTED THE ORDINANCE AND WAIVED THE READING AS PRESENTED.

(DV, RF, JN, RV, 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 continues to be an announcer for Lemoore High School sports and Lemoore Raceway, he attended the City of Hanford’s Thursday Night Market 2021 kick off event on May 6, 2021 and stated that the American Legion weekly breakfast events started again and that the Portuguese Society met on May 9, 2021 at the Stratford Hall.

Supervisor Valle stated that he participated in meetings with Assemblyman Salas staff in Sacramento and thanked the CrisCom Company for working to get the meetings together, he also thanked former Assemblymember Nicole Parra for her help in setting up a meeting in Sacramento to discuss Kings County, he thanked County Administrative Officer Rebecca Campbell for her work on the forum for the Special Districts to learn about programs to help them during the pandemic and stated that there is a great amount of local support for the Kettleman City pedestrian bridge Earmark project.

Supervisor Pedersen stated Governor Newsom just announced 41 counties are in a drought and stated that money is available for infrastructure and resilience, water districts, homelessness and Behavioral Health among many others.

- ◆ **Board Correspondence: Rebecca Campbell stated the Board received a thank you letter from the Global Economic Impact Group for the Board’s letter of support on their project. The Board also received a petition to the State Water Board for transfer of 1,539 acre feet from Clifton Court Farms to the Westlands Water District.**
- ◆ **Upcoming Events: Rebecca Campbell stated the Peace Officers’ Memorial will be May 12, 2021 at 10:00 a.m. in Kings County Government Center Courtyard; tickets will be required to attend.**
- ◆ **Information on Future Agenda Items: Rebecca Campbell stated the following would be on an upcoming agenda: Administration – COVID-19 update, Behavioral Health Department – Agreement with Kings View for Electronic Health Record System, Human Services Agency - Resolution regarding the General Assistance Program, 2nd Amendment to Agreement with West Hills Community College for CalWorks Training and Agreement with West Hills Community College District for GED prep, remediation and testing, Agriculture Department – Amendment with California Department of Food & Ag for the County’s Noxious Weed Program, Agreement with the California Department of Food & Ag for the inspection of fruits and vegetables and Cooperative Agreement with the California Department of Food & Ag for detection of the European Grapevine Moth, Job Training Office – Approval of Local and Regional Workforce Strategic Plans, and Public Works Department – Resolution certifying Kings County’s maintained road mileage for 2020 and FY 21/22 SB 1 Project List .**

VIII. 11:00 AM CALIFORNIA COMMUNITY HOUSING AUTHORITY REGULAR MEETING



IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, May 18, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

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

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 18, 2021

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer

SUBJECT: AMENDED AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE COUNTY’S NOXIOUS WEED PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the California Department of Food and Agriculture (CDFA), conducts surveys of noxious weeds and provides control activities in the county.

Recommendation:

Approve the Amended Cooperative Agreement with the California Department of Food and Agriculture for the County’s Noxious Weed Program.

Fiscal Impact:

There will be no impact to County General Fund. Revenues of \$32,000 for the initial program are included in the Fiscal Year (FY) 2021-2022 Requested Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture). For this amendment, an additional \$32,000 for this program will be included in the FY 2022-2023 budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture).

BACKGROUND:

In January 2021, the Board approved the initial agreement (Agreement #20-0974-000-SA) between the Department and CDFA to conduct surveys for noxious weeds in the county, focusing on Alligator Weed, an aquatic weed found in rivers, irrigation ditches, and ponding basins in the county. The agreement also provides for the purchase of herbicides and safety equipment, and for the reimbursement of staff time conducting noxious weed activities. The amended agreement adds an additional year to the term of the initial agreement and increases the funding from \$32,000 to \$64,000. The term of the amended agreement is January 15, 2021 through June 30, 2023.

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.

(REVISED 4-28-21)
AMENDED COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER **20-0974-000-SA**

AMENDMENT NUMBER **1**

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The term of this Agreement is: January 15, 2021 through June 30, 2023

3. The maximum amount of this Agreement is: \$64,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Paragraph two (2) of the Agreement is hereby amended to extend the expiration date from June 30, 2022 to a new expiration date of June 30, 2023.

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by \$32,000.00 for a new total not to exceed \$64,000.00.

A revised Budget for the increased amount is attached (1 Page), which replaces the Budget in the original Agreement, and is incorporated into the Agreement effective January 15, 2021.

The time extension and increase in funds is required because new funding became available to assist the counties on their projects allowing them additional time to continue control efforts and follow-up on monitoring.

Sections of the Cooperative Agreement, Exhibit B, Terms and Conditions are hereby amended by removing clause #9 "Property Damage" effective January 15, 2021.

Removing:

9. Property Damage

~~Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.~~

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF KINGS

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

680 N Campus Drive, Suite B, Hanford, CA 93230

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

Noxious Weed Grant Program Budget

County of Kings Agricultural Commissioner

January 15, 2021 - June 30, 2023

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Title: Agricultural & Standards Inspector	\$52,668.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Subtotal	\$52,668.00	\$0.00
Operating Expenses		
Supplies: (must be itemized)		
Personal Protection Equipment (Coveralls, eye protection, gloves)	\$1386.00	\$0.00
	\$0.00	\$0.00
Equipment: (must be itemized)		
	\$0.00	\$0.00
	\$0.00	\$0.00
Herbicides: (must be itemized)		
Type: Glyphosate Herbicide		
Amount: 12 Gallon Cost: \$30/Gallon	\$720.00	\$0.00
Type: Reward Herbicide		
Amount: 5.0 Gallon Cost: \$120/Gallon	\$1200.00	\$0.00
Type:		
Amount: Cost:	\$0.00	\$0.00
Other		
	\$0.00	\$0.00
	\$0.00	\$0.00
Mileage for Weed Control \$0.575 x (2400 Miles)	\$2,760.00	\$0.00
Subtotal	\$6,066.00	\$0.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. \$32,000 CDFA Funding award total has max of \$3,200 for all combined)		
Adding \$32,000		
<i>Meetings</i>	\$0.00	\$0.00
<i>Travel</i>	\$0.00	\$0.00
<i>Administration</i>	\$0.00	\$1,000.00
<i>Coordination</i>	\$0.00	\$0.00
Mileage for Meetings, Training, Coordination \$0.575 x (Miles)	\$0.00	\$0.00
Subtotal	\$58,734.00	\$1,000.00
Indirect* (Max 25% of Personnel Costs)	\$5,266.00	\$0.00
Total	\$64,000.00	\$1,000.00
Amount must be fully expended by March 31, 2023 or sooner	\$32,000.00	
Amount must be expended by June 30, 2023 or sooner	\$32,000.00	
Grant Total CDFA Funding	\$64,000.00	
Grant Total Cost Share	\$1,000.00	

* If claiming less than 25% max Indirect Cost Rate please check this box:

X

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER

20-0974-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The Agreement Term is: January 15, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$32,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information 1 Page

Exhibit B: General Terms and Conditions 4 Page(s)

Exhibit C: Payment and Budget Provisions 1 Page

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF KINGS

BY (Authorized Signature)



DATE SIGNED (Do not type)

1/12/2021

PRINTED NAME AND TITLE OF PERSON SIGNING

Craig Pedersen, Chairman

ADDRESS

680 N Campus Drive, Suite B, Hanford, CA 93230-5923

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
 The Recipients work will pertain to control and eradication of noxious and invasive weeds from being established in California and supports local and regional eradication of high priority noxious and invasive weeds as defined in the Food and Agricultural Code Section 7271, 7272 through 7272.5.

Project Title: 2021 Noxious Weed Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	David Kratville	Name:	Jimmy Hook
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	COUNTY OF KINGS
Address:	2800 Gateway Oaks Drive	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Hanford, CA 93230-5923
Phone:	916-201-2588	Phone:	559-852-2830
Email Address:	david.kratville@cdfa.ca.gov	Email Address:	jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Jennifer Gordon	Name:	
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	
Address:	2800 Gateway Oaks Drive	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-262-1102	Phone:	
Email Address:	jennifer.gordon@cdfa.ca.gov	Email Address:	

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

6. **Recipient Commitments**

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

8. **Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

9. **Property Damage**

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.

10. **Unenforceable Provision**

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

11. **Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

12. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

13. Excise Tax

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

14. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

15. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

16. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

17. Force Majeure

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

18. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

19. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

20. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

21. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

22. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

23. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, Sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

PROJECT APPLICATION
KINGS COUNTY AGRICULTURAL COMMISSIONER
 680 N. CAMPUS DR. SUITE B
 HANFORD, CALIFORNIA 93230

I. Project Overview (FAC 7272.5)

Project Goals and Objectives (check all that apply):

- Increase the profitability and value of crop land and rangeland
- Decrease the costs of roadside, park, and waterway maintenance
- Reduce the fire hazard and fire control costs in the state
- Protect the biodiversity of native ecosystems
- Maintain the recreational and aesthetic value of open space, recreational, and public areas
- Increase water supply and flow

Project Activities (check all that apply):

- Operation of programs by the county agricultural commissioner for control of noxious weeds along county roads and other local government owned property
- Matching funds for control of noxious weeds on city owned streets, parks, rights-of-way, and other public areas
- Disseminating biological control agents by the county agricultural commissioner for the long-term control of yellow starthistle or other noxious weeds
- Abatement of noxious weed infestations on land vital to the success of the program

II. Project Plan

Weed Species to be Controlled

1. Alligator Weed (*Alternanthera philoxeroides*). Approximately 80 different crops are grown in Kings County and these crops rely heavily on rivers, creeks, canals, ditches and water basins to provide the irrigation water needed for production. Keeping these water conveyances and storage areas free from aquatic weeds is vital in assuring irrigation water is delivered efficiently to crops within the county, as well as to provide effective flood control. Alligator weed, if left unchecked, will impact the delivery of water to crops and reduce the effectiveness of the county's flood control systems. This weed is currently our number one priority.
2. Giant Reed (*Arundo donax*) – This weed also impacts the delivery of water to crops and reduces the effectiveness of the county's flood control system. It also suppresses native vegetation which degrades wildlife habitat. This weed is present in local ditches and canals, as well as the Kings River.
3. All other Noxious Weeds in Kings County.

Methodology:

1. Alligator Weed - The Kings County Agricultural Commissioner will conduct early detection surveys in areas of the county where historic detections of Alligator Weed have been documented, as well as the areas immediately adjacent (See attached map of 2019 detections – 2020 survey is on going). Surveys will be carried out using pickups, all-terrain vehicles (ATVs), and by walking smaller, inaccessible locations. Surveys will take place June through October and all detections identified and logged using hand-held GPS units. The data will then be imported into ARC GIS software to be recorded electronically, as well as maps produced to provide a historical record.
2. Giant Reed – Detection surveys to take place, as above.
3. Other Noxious Weeds - Kings County's weed maps have not been updated for many years. No electronic data is available for the county's noxious weed locations, with the exception of Alligator Weed. Maps are hand-drawn and general in location. We would begin to update our

maps with using GPS coordinates by surveying the county, beginning with a few specific species such as Salt Cedar (*Tamarix ramosissima*), Russian Knapweed (*Acrotilon repens*), and Giant Reed (*Arundo donax*). ~~Surveys will be carried out using pickups, all terrain vehicles (ATVs), and by walking smaller, inaccessible locations.~~ Surveys will take place throughout the year and all detections identified and logged using hand-held GPS units. The data will then be imported into ARC GIS software to be recorded electronically, as well as maps produced to provide a historical record.

Location(s):

1. Alligator weed – Eastern portion of the county. A map of the area of Kings County to be concentrated on is included.
2. Giant Reed – Entire county.
3. Other Noxious Weeds – Entire county.

Weed Removal/Control Techniques(s):

1. Alligator Weed - All sites detected will be treated and/or mechanically removed (excavated). The aquatic herbicides to be used are glyphosate-based products and Reward (diquat). Larger plants or areas found may be removed after treatment by the water district managing the water system through use of their excavation equipment. Smaller or individual plants may be simply removed using hand tools (shovel). CDFA has been in contact with our department, as well as the adjoining county (Tulare) about the establishment of up to three biological control agents that are currently approved in the United States. These insects have been released in the Southeast and have had some success in knocking back weed populations. If these insects are released in the county, monitoring will be done to document the success or failure of these insects.
2. Giant Reed – Survey only
3. Other Noxious Weeds – Survey only.

The project is ready to be implemented immediately and a Notice of Exemption from CEQA has been filed with the Kings County Clerk.

III. Reporting

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on September 1, 2021.

Final project reports are required 30 days after project completion, no later than July 31, 2022. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

Budget

County of Kings Agricultural Commissioner

January 15, 2021 - June 30, 2022

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Title: Agricultural & Standards Inspector	\$26,334.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Subtotal Personnel Exp.	\$26,334.00	\$0.00
Operating Expenses		
Supplies: (must be itemized)		
Personal Protection Equipment (Coveralls, eye protection, gloves)	\$693.00	\$0.00
	\$0.00	\$0.00
Equipment: (must be itemized)		
	\$0.00	\$0.00
	\$0.00	\$0.00
Herbicides: (must be itemized)		
Type: Glyphosate Herbicide		
Amount: 12 Gallon Cost: \$30/Gallon	\$360.00	\$0.00
Type: Reward Herbicide		
Amount: 5.0 Gallon Cost: \$120/Gallon	\$600.00	\$0.00
Type:		
Amount: Cost:	\$0.00	\$0.00
Other		
	\$0.00	\$0.00
	\$0.00	\$0.00
Mileage for Weed Control \$0.575 x (2400 Miles)	\$1,380.00	\$0.00
Subtotal Operation Exp.	\$3,033.00	\$0.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. \$32,000 CDFA Funding award total has max of \$3,200 for all combined)		
<i>Meetings</i>	\$0.00	\$0.00
<i>Travel</i>	\$0.00	\$0.00
<i>Administration</i>	\$0.00	\$1,000.00
<i>Coordination</i>	\$0.00	\$0.00
Mileage for Meetings, Training, Coordination \$0.575 x (Miles)	\$0.00	\$0.00
Subtotal	\$29,367.00	\$1,000.00
Indirect* (Max 25% of Personnel Costs)	\$2,633.00	\$0.00
Total	\$32,000.00	\$1,000.00
Grant Total CDFA Funding	\$32,000.00	
Grant Total Cost Share	\$1,000.00	

* If claiming less than 25% max Indirect Cost Rate please check this box:

X



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 18, 2021

SUBMITTED BY: Behavioral Health – Lisa Lewis/UnChong Parry

SUBJECT: AGREEMENT WITH KINGS VIEW PROFESSIONAL SERVICES FOR
ELECTRONIC HEALTH RECORD SYSTEM SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of an agreement with Kings View Professional Services (Kings View) for electronic health record (EHR) system services.

Recommendation:

Approve the Agreement with Kings View Professional Services to provide electronic health record system services retroactively effective from July 1, 2020 to June 30, 2022.

Fiscal Impact:

There is no impact to the County General Fund. The agreement amount is \$210,108 each year for both Fiscal Year (FY) 2020/2021 and 2021/2022. Expenses under this agreement and sufficient revenue for expenses were included in the Department's FY 2020/2021 Adopted Budget in Budget Units 420000 (Mental Health) and 422200 (Mental Health Services Act).

BACKGROUND:

Kings County entered into an agreement with Kings View in 2009 for development, implementation, and ongoing support of Anasazi (now called Cerner), which is a comprehensive EHR system. Cerner is the County's technological solution for documentation, billing, and State reporting for KCBH, in addition to County-contracted Substance Use Disorder (SUD) treatment service providers and County-contracted Mental Health (MH) prevention and treatment service providers.

(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 KINGS VIEW PROFESSIONAL SERVICES FOR ELECTRONIC HEALTH RECORD SYSTEM SERVICES

May 18, 2021

Page 2 of 2

Cerner is approved by the State of California for Medi-Cal and Drug Medi-Cal billing, along with reporting and documentation of services. Kings View has a long-standing history of implementing and managing EHR systems that address the unique needs of both MH and SUD services. Kings View currently provides EHR solutions for approximately twenty California counties.

Under this agreement, Kings View is also responsible for setting up and training all new users of the system, which includes both KCBH employees and contracted providers. Kings View will ensure the data from the County software meets requirements for electronic submission to State.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2021, between the County of Kings, a political subdivision of the State of California ("County") and Kings View Professional Services, a California corporation ("Contractor"), (collectively the "Parties").

RECITALS

WHEREAS, County requires assistance with Electronic Health Records Systems customization, including workflow redesign, keying guides, management forms, design and development, training materials, and other assistance as it relates to client data.

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such skills. Contractor shall, at all times utilizing 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 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

Compensation for services under this Agreement is set forth in **Exhibit B**. Contractor shall not be entitled to, nor receive from County, any additional consideration, compensation, or other remuneration for services rendered under this Agreement that exceed *the total amounts for each fiscal year* set forth in **Exhibit B**, without a written amendment in accordance with Section 6.

If a line item or items in the budget requires adjustment, which adds or subtracts the line item amount by an amount that is no more than ten percent (10%) of the amount set forth in **Exhibit B**, said change may be approved by the Director of Kings County Behavioral Health, or his or her designee, in writing, without seeking an amendment of this agreement under section 6, provided the total amount of compensation remains the same within the fiscal year.

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

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

4. TERM

This Agreement commences on **July 1, 2020**, and terminates on **June 30, 2022**, unless otherwise terminated or extended in accordance with its terms. The Parties understand and agree this Agreement has retroactive application and covers services from July 1, 2020. County shall have the option to extend this Agreement for one (1) additional year on the same terms and conditions.

5. RECORDS AND INSPECTIONS

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

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and 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 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 10 days to cure the breach. If the breach is not remedied within that 10-day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

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

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

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

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

8. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide 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.

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

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 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 because of this Agreement.

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

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

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

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

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, gender expression, sexual orientation, military status, or any other protected class.

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

this Agreement.

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

County

Kings County Behavioral Health
460 Kings County Drive, Ste. 101
Hanford, CA 93230

Contractor

Kings View Professional Services
7170 N. Financial Drive
Fresno, CA 93720

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

20. CHOICE OF LAW

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

21. SEVERABILITY

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

22. SURVIVAL

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

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

23. NO THIRD PARTY BENEFICIARIES

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

24. ADA COMPLIANCE

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

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

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

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

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

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

25. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS

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

26. AUTHORITY

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

27. ELECTRONIC SIGNATURES

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

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

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

COUNTY OF KINGS

KINGS VIEW PROFESSIONAL SERVICES

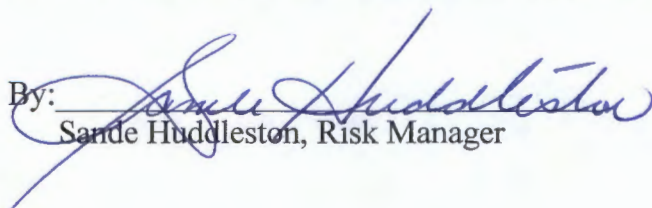
By: _____
Craig Pedersen, Chair
Kings County Board of Supervisors

DocuSigned by:
Amanda Nugent Divine
By: _____
A04E817F73914D6
Amanda Nugent Divine, CEO

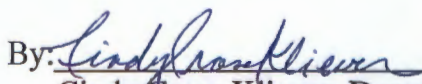
ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By: 
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Lee Burdick, County Counsel

By:  05/06/2021
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Compensation/Budget
- Exhibit C:** Assurance and Certifications
- Exhibit D:** BAA/HIPAA
- Exhibit E:** ADA Grievance Procedures

Exhibit A

**KINGS COUNTY
AND
KINGS VIEW PROFESSIONAL SERVICES
ELECTRONIC HEALTH RECORD SYSTEM (EHRS)
FY 2020-2021 and FY 2021-2022**

SCOPE OF SERVICES

This Scope of Services is applicable to the utilization of the current Cerner Community Behavioral Health and migration to Cerner Integrated – Community Behavioral Health. It is not intended to address issues relative to office application documents, files and network support.

CONTRACTOR shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

CONTRACTOR shall provide the following services:

A. KV-Cerner Support

1. CONTRACTOR supports (as defined in this scope of work) the following Cerner Software products currently in use or planned by COUNTY:
 - a. Client Data System
 - b. Scheduling System
 - c. Assessment & Treatment Planning System
 - d. Doctor's Home Page & E-Prescribing System
 - e. Cost Accounting System
 - f. Patient Portal
 - g. Cerner Integrated
2. CONTRACTOR will provide consultative services to COUNTY concerning current and new Millennium EHRS design for Client Data, Scheduler and ATP – Assessments, Treatment Plans and Progress Notes when requested by COUNTY as needed.
3. CONTRACTOR will maintain a LIVE, TRAIN and TEST version of Cerner on CONTRACTOR'S servers.

Exhibit A

4. CONTRACTOR will advise on and load Cerner promotions:
 - a. Write and provide COUNTY to the best of CONTRACTOR'S abilities a thorough risk-benefit analysis for all Cerner promotions based on supplied documentation from Cerner Software to include:
 - Summary of the purpose(s)
 - List of known and potential risks
 - List of known and potential benefits
 - Reporting implications
 - Identify any additional report functionality
 - b. Test Cerner promotions and work out known bugs.
 - c. Load promotions only with COUNTY authorization and in accordance to Cerner Software policy and procedures. COUNTY will provide CONTRACTOR with list of COUNTY staff allowed to authorize installation of promotions.
 - d. COUNTY is aware failure to load all Cerner promotions in sequence and as supplied by Cerner could impact CONTRACTOR'S ability to meet scope of services as discussed in Exhibit A and Cerner support.
5. CONTRACTOR will provide assistance with EHRS customization including workflow redesign, keying guides, management forms, WYSIWYG design and development, training materials and other assistance as it relates to Client Data, Scheduler and ATP – Assessments, Treatment Plans and Progress Notes as needed and requested by COUNTY.
6. CONTRACTOR will provide the following forms of documentation:
 - a. Develop manuals for AR and State Reporting delineating CONTRACTOR and COUNTY tasks and responsibilities.
 - b. Provide Risk/Benefit Analysis of Cerner Promotions (see A.4 above).
 - c. Provide COUNTY with Kings View Status Report overall operations of COUNTY'S Cerner Software as mutually agreed. Report format, content and frequency will be determined and modified as needed by mutual agreement.
 - d. Document COUNTY'S system schema as it relates to Kings View

Exhibit A

provision of services and at the discretion of COUNTY'S Information Technology management.

e. Consultation and assistance with Special Projects (audits, state reviews, other ad hoc requests) as needed by COUNTY including the following:

f. Data/Reports

g. Participate in Meetings/Calls

7. Status Reporting

a. Meet quarterly at mutually agreed time with COUNTY to identify problems/issues and agree to solutions.

b. Complete Kings View Status Report (see 6.c above)

B. General KV-Cerner Support Responsibilities

1. CONTRACTOR will monitor and maintain network connections between CONTRACTOR'S Fresno Data Center and the COUNTY site.
2. CONTRACTOR shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and all related State and Federal regulations for the maintenance and storage of system data and files.
3. CONTRACTOR will use all reasonable efforts to work with Cerner software and COUNTY to adhere to California compliance requirements set forth by California Department of Health Care Services.
4. CONTRACTOR will work jointly with COUNTY to obtain certification of compliance with all applicable Medicare, Medi-Cal and HIPAA billing requirements and regulations.
5. CONTRACTOR will maintain management forms and related data tables for State reporting, billing and security.
6. CONTRACTOR will provide specialized reporting as required by COUNTY/State as a result of mandatory audit/reporting requirements. CONTRACTOR will provide customized reporting formats, forms, and update data tables as required for COUNTY'S operation, and CONTRACTOR will generate reports for COUNTY as requested.

Exhibit A

7. CONTRACTOR will use all reasonable efforts to see that all local, state and federal requirements are met with the times lines set by those agencies.
8. CONTRACTOR and COUNTY will mutually agree upon an Activity Deadline Calendar for defining the roles, responsibilities and processes for each party.
9. CONTRACTOR will provide support as Lead for COUNTY'S continued implementation strategies of various modules of the Cerner Electronic Health Record System.
10. Develop a Disaster Plan that addresses at a minimum a detailed back up plan for two crisis scenarios:
 - a. Power outage beyond 1 workday and
 - b. Corruption of data.

C. Monthly Medi-Cal Billing and Accounts Receivable (A/R) Cycle Support for CMHC and Cerner software:

1. CONTRACTOR will provide all month-end processes for the completion of A/R and Medi-Cal Billing Processes at CONTRACTOR'S EHRS office, and provide support and assistance to COUNTY staff for Month- end A/R and Billing Processes for all requirements set forth by California Department of Health Care Services.
2. CONTRACTOR will provide training and support to program staff for program processes required in the month-end process.
3. CONTRACTOR will use all reasonable efforts to have its system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files.

COUNTY will be the SOLE party responsible for ensuring timeliness, accuracy and the complete entry of data by COUNTY staff necessary for CONTRACTOR to submit electronic claims or files.

Exhibit A

4. CONTRACTOR will perform data review to ensure HIPAA compliance for electronic submittal to State, Medicare or other third-party payer in preparation for CONTRACTOR electronic data submission. COUNTY will upload after CONTRACTOR review. CONTRACTOR will provide support to address issues when COUNTY posts electronic Explanation of Benefits (EOB) electronic files from State, Medicare or other third-party payer in accordance with Cerner Software policy and procedures.
5. CONTRACTOR will maintain call log identifying consequential issues referred for help and provide management with trend report. Routine questions will not be tracked. CONTRACTOR will provide COUNTY upon request a copy of COUNTY's support requests.
6. CONTRACTOR will assist and monitor EOB (HIPAA 835) – Explanation of Benefits denials and report back to COUNTY management monthly with status updates.
7. When CONTRACTOR makes changes to existing information systems software that results in a need for consultation or training of county employees, the associated costs will be paid by the CONTRACTOR.
8. COUNTY had opted to submit 837P files and download 835 files. COUNTY and CONTRACTOR will develop procedures and policies to ensure both parties know when files are created or posted to COUNTY's Cerner application.

D. COUNTY Staff Support

1. CONTRACTOR will maintain a help desk as support to COUNTY staff relative to behavioral health software in order to attend to user inquiries and problems. Help desk support shall be available to COUNTY staff Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding COUNTY holidays. COUNTY will designate staff members who will be authorized to access help desk support on behalf of COUNTY staff.
2. COUNTY staff will be provided with access to CONTRACTOR'S MIS seven days a week, 24 hours a day.
3. CONTRACTOR will provide remote support as needed via Cell

Exhibit A

Messaging and Email after normal business hours, including all holidays.

4. CONTRACTOR will provide COUNTY staff with 48 hours advance notice when planned system maintenance time is required. COUNTY is aware some planned system maintenance or network upgrades could result in extended downtimes depending on systems being upgraded.

E. Ongoing Support of Application Service Provider (ASP) Storage Facility and Network Connectivity

1. CONTRACTOR will provide access up to 160 concurrent users on Kings View's Domain hosted by Cerner in Kansas City.
2. CONTRACTOR will notify COUNTY in advance of all upgrades or modification, which may impact access to the Data Center servers and software, which affect the EHR, billing or operations, except in cases where immediate action is required to protect data, hardware or personnel.
3. CONTRACTOR will work with Cerner Data Center support to resolve connectivity issues.
4. Contractor will provide Customer staff with at least 24 hours' notice when planned system maintenance time is required.

F. Health Information Analytics /Dashboards Basic Dashboards Included:

1. Contractor supports (as defined in this scope of work) the following dashboards and analytic tools associated with the areas of interest to customer:
 - a. Productivity
 - b. Case Assignments
 - c. PHQ9/GAD7 or similar outcome measure
 - d. Timeliness of Service – First Contact
 - e. CANS50
 - f. Claims – Pay Source
 - g. Client Demographics
 - h. Appointment Type

Exhibit A

- i. Geo-Mapping for NACT (analytic tool)
- j. 180 Day Report

COUNTY may request additional analytic dashboards, which are a part of our library and similarly priced from CONTRACTOR in place of listed dashboards in Section F.

1. Additional fee may apply for unique dashboards specific to COUNTY or local providers not applicable to other sites based on scope and complexity of dashboard.
2. Contractor will provide consultative services to customer concerning dashboards, design, functionality, and any specific customizations.
3. Contractor will provide consultative services to customer developing custom dashboards, which may not be part of Contractor's current library. Any custom dashboards created become a part of Contractor's library of dashboards available to all customers.
4. Contractor will monitor and maintain dashboards utilized by customer.
5. Contractor will modify and enhance dashboards as needed to incorporate new functionality or meet State and Federal requirements as mutually agreed to by Contractor and Customer prior to any upgrade. Customer maintains the right not to include the proposed changes or functionality into their dashboards.
6. Contractor will refresh all dashboards periodically as mutually agreed by Contractor and Customer.
7. Contractor will monitor and maintain Tableau server licenses for customer and provide access to Tableau reader utilized by dashboard applications.
8. Contractor will provide quarterly reports to customer related to data trends and anomalies of dashboards.
9. Contractor will provide training and support to program staff for using various dashboards and analytic tools developed for

Exhibit A

customer.

10. Contractor will develop and provide above listed dashboards in phases, taking into account Cerner Integrated migration which will impact delivery schedule. No dashboards will be delivered during Cerner Integrated migration in order to maintain integrity of overall EHRS.

G. State Reporting

1. CONTRACTOR will perform data review to ensure data from COUNTY'S software meets requirements for electronic submission to State.
2. CONTRACTOR will edit, create, and submit following electronic files on behalf of COUNTY:
 - a. California Outcomes Measurement System (CalOMS)
 - b. Client and Service Information (CSI)
 - c. Child and Adolescent Needs and Strengths (CANS)
 - d. Pediatric Symptom Checklist (PSC 35)
 - e. Adult Outcome Report – TBD
3. In the event new electronic reporting requirements are requested by State, during term of agreement, CONTRACTOR will review feasibility of submission and develop process to upload to appropriate agency. COUNTY agrees any additional fees will be included as an addendum to current agreement.

Exhibit B

**KINGS COUNTY
AND
KINGS VIEW PROFESSIONAL SERVICES
ELECTRONIC HEALTH RECORD SYSTEM (EHRS)
BUDGET: FY 2020-2021**

Cerner Support	\$28,071
General Support Responsibilities	\$39,437
Monthly Medi-Cal Billing Accounts Receivable (A/R) Cycle Support for Cerner Anasazi software	\$33,095
County staff Support	\$32,069
Ongoing support of Application Service Provider (ASP) Storage Facility, Network Connectivity, and Disaster Recovery Plan	\$28,015
Health Information Analytics/Dashboards	\$29,288
State Reporting	\$20,133
Total	\$210,108

Exhibit B

**KINGS COUNTY
AND
KINGS VIEW PROFESSIONAL SERVICES**

**ELECTRONIC HEALTH RECORD SYSTEM (EHRS)
BUDGET: FY 2021-2022**

The overall budget amount may be increased from time to time based on revaluation of cost and consumer needs. Budget increases will be mutually agreed upon between both parties.

Cerner Support	\$28,071
General Support Responsibilities	\$39,437
Monthly Medi-Cal Billing Accounts Receivable (A/R) Cycle Support for Cerner Anasazi software	\$33,095
County staff Support	\$32,069
Ongoing support of Application Service Provider (ASP) Storage Facility, Network Connectivity, and Disaster Recovery Plan	\$28,015
Health Information Analytics/Dashboards	\$29,288
State Reporting	\$20,133
Total	\$210,108

Exhibit C

ASSURANCES AND CERTIFICATIONS

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

A. Contractor certifies and agrees that:

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

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

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

Exhibit C

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

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

Drug-Free Workplace under Government Code Section 8355

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

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

Exhibit C

- b. The person or organization's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. (Govt. Code § 8350 et seq.)

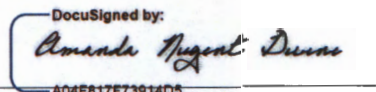
By: 
A04F617F73914D8...
Amanda Nugent Divine, CEO
Kings View Professional Services

Exhibit D

HIPAA Business Associate Exhibit

I. Recitals.

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

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

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

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

E. As set forth in this Agreement, Kings View Professional Services, as the Business Associate of County provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

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

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

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

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

Exhibit D

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

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

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

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

2) **Type of Services to be Provided by the Business Associate.** Business Associate will assist the County's Behavioral Health Department with Electronic Health Records System. Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A**.

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

Exhibit D

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit D

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

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

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

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

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

IV. **Obligations of County.**

County agrees to:

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

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

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

Exhibit D

disclosure of PHI.

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

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

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

A. Failure to detect or

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

VI. **Termination.**

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

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

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

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

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

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement

Exhibit D

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

VII. Miscellaneous Provisions.

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

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

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

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

Exhibit D

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

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

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

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

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

Exhibit D

Attachment 1

Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

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

Exhibit D

release.

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

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

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

II. System Security Controls.

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

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

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

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

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

Exhibit D

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

III. **Audit Controls.**

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

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

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

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

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

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

V. **Paper Document Controls.**

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

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

Exhibit D

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

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

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

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

Exhibit E

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

Exhibit E

County of Kings

2016 ADA Self-Evaluation

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

2014-2-434 [99311]



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 18, 2021

SUBMITTED BY: Human Services Agency – Sanja Bugay/Brandon Moreno

SUBJECT: RESOLUTION REGARDING THE GENERAL ASSISTANCE PROGRAM

SUMMARY:

Overview:

The County's General Assistance Program is in need of updated procedures and eligibility requirements to improve eligibility and administrative efficiency and functions. This resolution is to adopt an updated General Assistance Program Standards and Procedures, add the use of Electronic Benefit Transfer (EBT) cards to issue benefits, and authorize the Human Services Agency (HSA) to implement the General Assistance Program in compliance with those standards and procedures.

Recommendation:

Adopt a Resolution to update Kings County Human Services Agency General Assistance Program Standards and Procedures.

Fiscal Impact:

There is no direct fiscal impact associated with adopting the resolution. However, the program itself is funded through the County General Fund. As the General Relief is an entitlement program, the expenditures are dependent on the number of individuals eligible for the program (based on meeting established eligibility requirements) and average monthly grant issuance. The assistance expenditures for this program are budgeted in Budget Unit 520000 (Categorical Aid). The budgeted amount for Fiscal Year 2020-2021 is \$186,924. The actual expenditures for the current fiscal year are projected to be significantly lower due to otherwise eligible individuals being housed through Project Roomkey and qualifying for one time federal and state assistance. HSA anticipates that projected expenditures for the upcoming fiscal year would return to the current year budgeted amounts.

BACKGROUND:

California Welfare and Institutions Code Section 17000 et seq. imposes a duty on the County to adopt standards of aid and care for the indigent and dependent poor. The General Assistance Program is a County program funded solely by local County revenue.

(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

RESOLUTION REGARDING THE GENERAL ASSISTANCE PROGRAM

May 18, 2021

Page 2 of 2

The General Assistance Program has been established to offer assistance to Kings County residents who are unable to provide for their own needs and unable to qualify for state or federal public assistance programs. It is administered promptly and humanely, with due regard to the preservation of family life and without discrimination due to age, disability, race, color, national origin, religion, political affiliation, sex, or marital status. General Assistance is to be administered to encourage self-respect, self-reliance, and due to the short-term nature of the program, with the ultimate goal of returning to work. It is the responsibility of all who are concerned with the administration of General Assistance to do so with courtesy, consideration, and respect toward applicants and recipients.

For decades, Kings County has administered a General Assistance Program through HSA. The most current Board authorization was Resolution 89-087, approved on August 22, 1989. That resolution authorized HSA to use its current procedures, application, and rights and responsibilities to provide costs for housing, utilities, food, clothing, transportation, and personal needs for Kings County residents with no means of support.

A study session was presented to the Board on May 4, 2021, recommending the need to update the General Assistance Program's procedures, application and eligibility requirements, address operational changes, and establish a standard of aid.

The key changes include:

- 1) Utilization of an EBT card for issuance of benefits in lieu of vouchers and vendor payments for all components of aid (rent, food, transportation, and personal needs).
- 2) Establishment of maximum aid amounts for every component of aid and the reduction of maximum aid from \$382 per month to \$325 per month.
- 3) Updates related to other eligibility criteria such as residency requirements, personal and vehicle property value maximums, treatment of aid received in other counties, and job seeking requirements.
- 4) Regulations were added related to disqualifications from the program for misuse of benefits or EBT cards, intentional program violations, and collections.
- 5) Updates were made to the program application form, reimbursement form, and requirements related to benefit determination, processing, and noticing timelines.

The General Assistance program resolution incorporates the General Assistance Program Standards and Procedures and the General Assistance program application. All documents, program recommendations, and updates were reviewed and approved by County Counsel through an assessment and review of Welfare and Institutions Code requirements, General Assistance Public Records Act requests, and case studies and lawsuits that have been filed in other counties.

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

IMPORTANT INFORMATION FOR APPLICANTS AND RECIPIENTS OF GENERAL ASSISTANCE

Information on the attached form is necessary to determine your eligibility for General Assistance. Read the information below explaining your rights and responsibilities before completing the form. If you do not understand some of this information or any of the questions on the form, ask your eligibility worker for help.

General Assistance is a program established to offer assistance to County residents who are disabled or unemployed and unable to provide for their own needs. It should not be considered for long-term support. You will be responsible for working out a plan for your future support, independent of General Assistance.

Non-residents and persons with excess income or property are **NOT** eligible for General Assistance. All information you state verbally or in writing will be verified, and any fraudulent statements may make you liable for criminal prosecution.

Payments which can be made through the General Assistance Program are issued through an electronic benefits transfer (EBT) card. These include monthly money allowances intended for:

1. \$186.00 allowance for rent or housing and utility costs per month for any individual otherwise eligible to GA who lives alone or with others; and not to exceed \$220.00 per month for 2 or more individuals receiving GA and living in a shared living arrangement;
2. \$59.00 food allowance;
3. \$20.00 personal needs allowance;
4. \$60.00 transportation allowance

YOUR RIGHTS AS AN APPLICANT OR RECIPIENT

- ◆ To be notified in writing when your application for aid is approved denied or discontinued.
- ◆ To be served without regard to race, color, national origin, religion, political affiliation, marital status, sex, handicap, or age.
- ◆ To discuss any action regarding your case with the Human Services Agency, any time you are dissatisfied.
- ◆ To be treated with courtesy, consideration and respect.
- ◆ To be informed of your rights and responsibilities.
- ◆ To be informed of the availability of assistance or services under some other program, either private or public if indicated

YOUR RESPONSIBILITIES AS AN APPLICANT OR RECIPIENT

- ◆ To prove that all other possible sources of income have been applied for and exhausted before you can be eligible to General Assistance.
- ◆ To repay the county all payments made in your behalf and any money you receive from General Assistance.
- ◆ To report and turn into the County all income you receive while on General Assistance.
- ◆ To provide proof from your doctor if you are unable to work, which must include the date you will be able to return to work.
- ◆ To provide proof of application for Social Security benefits.
- ◆ To do everything possible to secure employment if you are employable. You must register at the Employment Development Department and check with them daily for work. You must also provide to your worker on a weekly basis a form listing your efforts to find work.

I CERTIFY THAT I HAVE BEEN INFORMED OF MY RIGHTS AND RESPONSIBILITIES AS STATED ABOVE AND I AM AWARE OF THE POSSIBILITIES OF CRIMINAL PENALTIES FOR MAKING FALSE STATEMENTS OR FAILING TO REPORT INFORMATION WHICH MAY AFFECT MY ELIGIBILITY OR AID PAYMENT.

Signature of Applicant(s)

Date

I CERTIFY THAT I HAVE INFORMED THE APPLICANT OR RECIPIENT OF HIS OR HER RIGHTS AND RESPONSIBILITIES AS STATED ABOVE AND OF THE POSSIBILITIES OF CRIMINAL PENALTIES FOR MAKING FALSE STATEMENTS OR FAILING TO REPORT INFORMATION WHICH MAY AFFECT HIS OR HER ELIGIBILITY OR AID PAYMENT.

Signature of Eligibility Worker

Date

STATEMENT OF FACTS

HOUSEHOLD INFORMATION			
Name of Applicant	DOB	Social Security Number	Telephone Number
Home Address (Street, City, State, Zip Code)		Length of Residency in Kings County	
Mailing Address (Street, City, State, Zip Code)		Place of Birth	
Spouse's Name (if applicable)		Social Security Number	
Applicant is: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widow <input type="checkbox"/> Divorced <input type="checkbox"/> Separated (Date: _____)			
If married, please indicate maiden name: _____			
Please check your current living situation: <input type="checkbox"/> Living with family <input type="checkbox"/> Living with friends <input type="checkbox"/> Living in home furnished with Job		Number of people in the household?	How many are adults?
ASSISTANCE TYPE			
Have you ever applied for any of the following: <input type="checkbox"/> Cash Aid <input type="checkbox"/> CalFresh <input type="checkbox"/> Medi-Cal			
If Yes, under what name(s)? _____			
Is anyone in your household currently receiving any of the following?: <input type="checkbox"/> Cash Aid <input type="checkbox"/> CalFresh <input type="checkbox"/> Medi-Cal			
If Yes, under what name? _____ From what County? _____			
I am seeking assistance due to: <input type="checkbox"/> Unemployment <input type="checkbox"/> Disability <input type="checkbox"/> Indigent Burial (County Cremation)			
EMPLOYMENT			
Is the applicant currently employed? <input type="checkbox"/> Yes <input type="checkbox"/> No If No , is applicant receiving unemployment benefits?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes , Name of employer	Address of employer	Wages (pay rate, hours worked, pay frequency)	
List three previous employers (starting with most recent)			
Name	Address	Length of employment and last date paid	
Name	Address	Length of employment and last date paid	
Name	Address	Length of employment and last date paid	
INCOME AND PROPERTY			
How much money do you or your family receive each month?		Do you have any of the following? (Check Yes or No)	
\$ _____	From where? _____	1. Cash on hand or money saved	Yes <input type="checkbox"/> No <input type="checkbox"/>
\$ _____	From where? _____	2. Notes, mortgages, deeds of trust	<input type="checkbox"/> <input type="checkbox"/>
\$ _____	From where? _____	3. Trust funds	<input type="checkbox"/> <input type="checkbox"/>
\$ _____	From where? _____	4. Automobile	<input type="checkbox"/> <input type="checkbox"/>
Do you pay any child support? <input type="checkbox"/> Yes <input type="checkbox"/> No		5. Burial plots	<input type="checkbox"/> <input type="checkbox"/>
Have you bought, sold or given away property in the past two (2) years? <input type="checkbox"/> Yes <input type="checkbox"/> No		6. Burial insurance	<input type="checkbox"/> <input type="checkbox"/>
		7. Life insurance	<input type="checkbox"/> <input type="checkbox"/>
		8. Private health insurance	<input type="checkbox"/> <input type="checkbox"/>
If you marked yes to any of the property listed above, please list the type of property below:			
<i>(Property type, account numbers, value, etc.)</i>			
<i>(Property type, account numbers, value, etc.)</i>			
<i>(Property type, account numbers, value, etc.)</i>			
<i>(Property type, account numbers, value, etc.)</i>			
<i>(Property type, account numbers, value, etc.)</i>			

AFFIRMATION

I solemnly swear or affirm that the statements set forth in the preceding pages are true and correct to the best of my knowledge and belief, and that I will notify the Kings County Human Services Agency promptly of any change in my income, in my property holdings of financial condition, proposed change of residence or the number of persons in my home.

Signature of Applicant(s)

Date

Signature of Eligibility Worker

Date

KINGS COUNTY HUMAN SERVICES AGENCY GENERAL ASSISTANCE PROGRAM STANDARDS AND PROCEDURES

Section	Page
91-100 General Information	2
91-101 Definitions	2
91-200 Application Procedures	3
91-201 Agency Responsibility	3
91-202 Customer Responsibility	3
91-203 Who May Apply	4
91-204 Application Interview	5
91-205 Application Process	6
91-206 Re-evaluation	6
91-207 Strikers	7
91-208 Notice	7
91-209 Right of Appeal	7
91-210 Aid Paid Pending	8
91-300 Determination of Eligibility	9
91-301 Residence Requirement	9
91-302 Property Limitations	10
91-303 Personal Property	10
91-304 Transfer of Property	11
91-305 Income Limitations	11
91-306 Employability and Time Limits	12
91-307 Cooperation with the Department of Child Support Services	16
91-400 Determination of Need and Amount of Aid	16
91-401 Standards of Assistance	16
91-402 Special Needs	17
91-500 Reimbursement	18
91-600 Responsible Relatives	19
91-700 Disqualification	19

KINGS COUNTY HUMAN SERVICES AGENCY GENERAL ASSISTANCE PROGRAM STANDARDS AND PROCEDURES

91-100 General Information

1. Statement of Purposes

California Welfare and Institutions Code Section 17000 et seq. imposes a duty on the County to adopt standards of aid and care for the indigent and dependent poor. General Assistance Program provided for herein is a County program funded solely by local County revenue. It has been established to offer assistance to Kings County residents who are unable to provide for their own needs and unable to qualify for state or federal public assistance programs. It is administered promptly and humanely, with due regard to the preservation of family life and without discrimination due to age, disability, race, color, national origin, religion, political affiliation, sex or marital status. General Assistance is to be administered to encourage self-respect, self-reliance, and due to the short-term nature of the program, with the ultimate goal of returning to work. It is the responsibility of all who are concerned with the administration of General Assistance to do so with courtesy, consideration, and respect toward applicants and recipients.

None of the statements of policy herein are to be interpreted in such a manner that are in conflict with any section of the Welfare and Institutions Code (W & I) governing the indigent laws of the State and other laws of the State and County Ordinance.

91-101 Definitions

1. Agency: as used in these regulations means Kings County Human Services Agency unless otherwise designated.
2. Aid: Unless otherwise designated, means General Assistance.
3. Aid Paid Pending: a continuance of aid in the amount paid before the proposed action, pending an Administrative Decision where the issue is termination or a decrease of benefits and the appeal is filed prior to the effective date of the county's proposed action.
4. Application for General Assistance: an application is a request for aid in writing made to the Human Services Agency on the SAWS 1 form or General Assistance Application either by the applicant or by another on his or her behalf.
5. Applicant: a person who applies for aid under the General Assistance program.
6. Assistance Payments: refers to case, or vendor payments made on behalf of General Assistance recipients. Case assistance payments will normally be issued and accessed via an Electronic Benefit Transfer (EBT) Card.
7. Expedited Processing of Application: refers to the approval or denial of General Assistance within two (2) working days to meet emergency shelter needs where the applicant provides both:
 - a. evidence of the availability of shelter which is within the limits set forth herein; and

- b. information necessary for the Agency to establish eligibility for General Assistance.
- 8. GA: as used in these regulations refers to General Assistance.
- 9. Income: any benefit in cash or in-kind which is in fact currently available to the individual or is received by him/her as a result of current or past labor or services, business activities, interest in real or personal property, or as a contribution from persons, organizations, or assistance agencies.
- 10. Interim Assistance: General Assistance payments made to individuals pending an application with the Social Security Administration for Supplemental Security Income/State Supplemental Payment (SSI/SSP).
- 11. Overpayment Recovery Account: an account created in the County's automated eligibility system for payments which a recipient was not entitled that must be repaid.
- 12. Personal Property: in general, personal property is possessions or interests which are easily transported or stored. It includes but is not limited to cash, savings and checking accounts, securities, instruments or other evidence of indebtedness such as notes, mortgages and deeds of trust.
- 13. Real Property: is land and improvements and includes, as a general rule, immovable property attached to the land such as trees, fences, buildings, etc.
- 14. Recipient: is a person or household unit who is or has been receiving aid under the General Assistance program.
- 15. Repayment Recovery Account: an account created in the County's automated eligibility system to track repayment of GA benefits.
- 16. Residency: is the person's or household's residence in the County, which need not be fixed residence.
- 17. Utilization of Property: refers to property which is making a reasonable contribution toward current needs or is listed for sale for an amount consistent with its current market value.
- 18. Willful Refusal: as used in these regulations, willful refusal is defined when competent, healthy individuals voluntarily, deliberately, intentionally and not accidentally, refuse to comply with a program requirement. (The mere mental or physical disability of an individual will not constitute a willful refusal).

91-200 Application Procedures

91-201 Agency Responsibility

- 1. The Human Services Agency is responsible for receiving requests and applications for GA, for determining eligibility or ineligibility, for authorizing aid in the correct amount promptly to eligible persons, for providing information as to availability of social services in this Agency and other agencies.
- 2. All applications and records are confidential and are not open to examination for any purpose not directly connected with administration of GA.

Exhibit A

3. The Agency shall ensure the customer fully understands the time limits for assistance, when applicable, as stated in Section 91-306 of these regulations.

91-202 Customer Responsibility

1. Customers shall be responsible for providing all facts and verification required by the Agency to determine eligibility for GA. An application shall be provided electronically or in writing and an in-person or phone interview is required. Facts and verification shall include:
 - a. Identity;
 - b. Residency;
 - c. Income;
 - d. Property and other resources;
 - e. Citizenship;
 - f. Social Security Number;
 - g. Absent parent information necessary for cooperation with the Kings County Department of Child Support, when appropriate; and
 - h. Any necessary legal documentation, i.e. proving emancipation, power of attorney, etc.
2. The customer shall apply for all income sources potentially available to meet current needs, including but not limited to, Unemployment Insurance Benefits, State Disability Insurance, state categorical aid programs, etc.
3. The customer shall report any and all changes of income, personal circumstances and property, within three (3) working days of the change. Failure to report changes in a timely manner shall result in the termination of GA effective the end of the report month.
4. The customer shall provide, to the Agency, all income received while a recipient of GA. The customer shall sign a notice of indebtedness for all aid paid to the customer from GA. The customer shall also sign the SSP 14 Authorization For Reimbursement Of Interim Assistance Initial Claim Or Posteligibility Case form, authorizing reimbursement to the County from SSI/SSP funds for any GA payments made to the customer.
5. Any other requirements listed in Section 91-204.

91-203 Who May Apply

1. Any person 18 years of age or older (or a legally emancipated minor), in need, or responsible for a person in need may apply for GA by appearing in person at the Agency office or over the phone and by completing and signing the prescribed application form and submitting required verification documents. The application must be signed by the applicant, and as applicable, by the head of the applicant's family, by the applicant's guardian or conservator, or by any other person acting lawfully on behalf of the applicant.
2. If an applicant is unable to act on his or her own behalf, an Authorized Representative, duly appointed by the applicant or by the court, may act in his or her stead. Upon approval of benefits, the Authorized Representative will be given access to applicant's GA and CalFresh benefits through an EBT card issued in the Authorized Representative's name.

The Cash Aid/CalFresh Electronic Benefit Transfer – EBT Request for a Designated Alternate Card Holder/Authorized Representative form (TEMP 2201) must be completed by the applicant and their designated Authorized Representative as part of the application process.

3. Where an application for GA is submitted on behalf of the family, each competent adult member of the family must sign all prescribed forms and submit required verification documents.
4. When a married couple applies, both individuals must be included in the GA assistance unit, be present for the intake interview, and sign all documents. If one spouse is a recipient of SSI/SSP, the SSI/SSP individual will not be aided but must attend the interview and sign all documents together. If one spouse refuses to apply or attend the interview, both applicants are ineligible and the application will be denied.
5. Per WIC 17016, an individual shall not be eligible for GA if he/she is either:
 - a. Fleeing to avoid prosecution, or custody and confinement after conviction for a crime or an attempt to commit a crime that is a felony.
 - b. Violating a condition of probation or parole imposed under federal law or the law of any state.

91-204 Application Interview

A representative of the Agency shall interview the applicant at the time the application is signed. In this interview, the Agency shall inform the applicant of:

1. GA eligibility requirements.
2. The responsibility for reporting all facts material to a correct determination of eligibility and aid.
3. The joint responsibility which the County and applicant have for exploring all the facts concerning eligibility, needs and income, and the applicant's responsibility for presenting records or documents in his possession if required to support his statements.
4. The confidential nature of all information given except as provided in Welfare and Institution Code, Section 17006.
5. The kinds of verification needed to establish eligibility.
6. The fact that all investigations shall be undertaken with the full knowledge and consent of the applicant.
7. The applicant's responsibility for notifying the Agency immediately (within three (3) working days) of all changes in circumstances.
8. The availability of assistance or services under some other program, either public or private if indicated.
9. Employment/training and job search requirements and assistance time limits, as applicable (see Section 91-306).
10. Requirement to remit to the County any earned or unearned income received by the recipient while on GA.

Exhibit A

11. The benefits received through the GA program are a loan and must be repaid to the County.
12. Requirements of reimbursement by real property liens when appropriate. (see Section 91-500).
13. The applicant's rights and responsibilities and what he/she may expect from the Agency.
14. The applicant's responsibility to apply for any other sources of income, including but not limited to, Unemployment Insurance Benefits, State Disability Insurance, state categorical aid programs, etc.
15. Information regarding using an EBT card as found in the California Electronic Benefit Transfer (EBT) Card brochure (Pub 388).

91-205 Application Process

The Agency shall take action promptly on all applications and shall approve or deny applicants as soon as possible, but no later than thirty (30) calendar days following the date the application was filed. When an application is approved, GA shall be granted beginning in and for the month approved.

Expedited processing of applications for emergency shelter shall be accomplished within two calendar days for applicants who can verify they have located housing which falls within program limits as defined herein and who have provided information necessary for the County to determine eligibility to GA.

1. Required Verification:
 - a. The records or documents in the applicant's possession shall be used whenever possible in preference to obtaining information from other sources.
 - b. Investigation shall be conducted as reasonably necessary by obtaining, from the most reliable sources available, verification necessary to determine whether the applicant meets each of the conditions of eligibility and the correct amount of aid.
 - c. All information secured in the process of determining eligibility shall be evaluated. If evidence is conflicting or inconsistent, the investigation shall be pursued to the point that the preponderance of evidence supports the decision with respect to eligibility.
2. Action shall be taken to deny aid if:
 - a. Proof of ineligibility is obtained.
 - b. All reasonable sources of proof of eligibility have been examined without establishing eligibility.
 - c. The applicant's whereabouts is unknown.
 - d. The applicant left the county with the intent to establish residence elsewhere before his eligibility was determined.
 - e. The applicant willfully fails or refuses to meet employment requirements. (See Section 91-306).
3. Withdrawal

Exhibit A

- a. If the applicant wishes to withdraw his application prior to the determination of eligibility, such withdrawal shall be in writing or Agency records shall reflect applicant failed or refused to execute a withdrawal in writing.

91-206 Re-evaluation

1. The Kings County Human Services Agency is responsible for such continued re-evaluation as necessary to ensure payment of aid in the correct amount to assist recipients to make maximum use of their resources and capabilities.
 - a. During the re-evaluation, the Agency shall stress the time limits for aid set forth in Section 91-306 of these regulations, as applicable.
2. If circumstances do not require an earlier review, a re-evaluation of all circumstances which are subject to change shall be made at least quarterly, for those customers receiving interim assistance.
3. A re-evaluation shall include an interview with the recipient, in person or over the phone.
4. The recipient's statements and information obtained from all the sources shall be evaluated in light of facts previously established or known to the Agency.
5. Failure to complete the re-evaluation will result in discontinuance of GA benefits.

91-207 Strikers

1. An individual is not eligible for GA under these regulations, and no such benefit shall be payable to him/her if he/she left work because of a trade dispute. Such individual shall remain ineligible for the period during which he/she continues out of work by reason of the fact that the trade dispute is still in active process in the establishment in which he/she was actively employed.

91-208 Notice

1. Except as provided below, in all cases in which Agency action will result in a discontinuance, termination, or decrease of GA under these regulations, the Agency shall mail notice of such action to the affected recipients at least ten (10) days prior to the effective date of the proposed action.
2. Ten (10) day notice is not required in the following instances:
 - a. The Agency has factual information confirming the death of the recipient.
 - b. The recipient submits a written request for discontinuance.
 - c. The recipient has been placed in a skilled nursing facility, intermediate care facility or long-term hospitalization.
 - e. The whereabouts of the person affected are unknown or the person moves out of the county.
 - f. A child is removed from the home as a result of judicial determination.
 - g. The applicant/recipient has engaged or participated in any disqualifying activity as outlined in Section 91-700.

Exhibit A

3. Notice of the Agency determination that an applicant is not eligible shall be given in writing within ten (10) days of the adverse action.

91-209 Right of Appeal

1. If the applicant or recipient claimant is dissatisfied with any action taken by the Agency with respect to his/her applications for GA, he/she may appeal the action as set forth herein. The appeal must be in writing and must be filed within thirty (30) days of the mailing date of adverse decision of the Department. The Kings County Human Services Agency Director shall designate an impartial review agent who was not connected with the original decision to conduct a review hearing. An authorized representative may be appointed by the claimant in writing or verbally at the hearing to act on behalf of, or assist, the claimant with any and all aspects of the hearing. The parties and their representatives and witnesses, if any, shall be the only persons present during the hearing unless all parties and the review agent agree to the presence of others. A GA appeal hearing may be denied when the sole issue is the result of a change in the GA ordinance requiring an automatic grant adjustment or discontinuance or, except as provided for in Section 91-210.4, when the claimant has not submitted his/her request on timely basis. The hearing will be scheduled within fifteen (15) business days of the date the hearing request is received.
2. All testimony shall be given under oath or affirmation.
3. The proceedings at the hearing shall be documented by audio or video recording or other means capable of reproduction or transcription.
4. The review agent may continue the hearing for a period not exceeding ten (10) calendar days if additional evidence or witnesses are necessary for proper determination of the issue.
5. The review agent shall submit a recommended decision to the Director within ten (10) calendar days after completion of the review hearing.
6. The recommended decision shall be based only upon evidence presented at the review hearing and shall contain a summary statement of facts, the issues involved, findings and the basis for the decision. The Director may adopt the recommended decision or enter a new and different decision based on the evidence.
7. Copies of the Director's decision shall be sent to each party and every representative of each party within five (5) calendar days of the date of the decision.
8. The applicant or recipient may appeal to the County Board of Supervisors within thirty (30) days of the date of action for review of the action with which he/she is not satisfied. Board of Supervisors shall conduct its review based on the record and shall not receive new evidence. The decision of the Board of Supervisors is final.
9. Requests for hearing that are withdrawn may be reopened within thirty (30) days of the withdrawal. A hearing that has been dismissed for abandonment may not be reopened with the exception of good cause. Examples of good cause include death in the family, personal illness or injury, or sudden and unexpected emergencies.
10. Upon receipt of a decision, the Agency must initiate action to comply with the decision within 30 days.

Exhibit A

91-210 Aid Paid Pending (APP) a Hearing

1. When the recipient requests a hearing within ten (10) days from the date the Notice of Action was mailed, GA shall be paid as required by Section 91-205 or continue to be paid, provided the recipient does not voluntarily and knowingly waive assistance, until the hearing decision is provided by the Director.
2. APP will not be authorized when claimant has died; has entered a medical or penal institution; left Kings County; whereabouts are unknown; submits a written waiver to APP; or if an employable recipient has already received the maximum number of three (3) GA months in a twelve (12) month period.
3. APP will be non-applicable when the dispute is on an issue of law change or cease when the claimant withdraws his/her request for hearing; the claimant fails to appear at the hearing and a dismissal is issued; the Director adopts the hearing decision.
4. If a recipient fails to file a hearing request before the effective date of the proposed action, aid paid pending is appropriate provided the claimant contends that he/she did not receive adequate and/or language-compliant notice and the appeal agent determines that the required notice was not received.
5. Aid Paid Pending received pending the county's action or determination will be considered an overpayment if the Agency's action is upheld by the Director or, if further appealed, the Board of Supervisors at the conclusion of the administrative hearing process.

91-300 Determination of Eligibility

91-301 Residency Requirement

1. State and County: to be eligible for GA the applicant for GA must have been a resident of the County for a minimum of ten (10) days. This requirement does not require that the applicant have a fixed address in the County any time prior to the application for GA nor does it prevent a resident experiencing homelessness from obtaining GA. There is no inter-county transfer for General Assistance.
2. The residence is the place where one remains when not called elsewhere for labor or other special or temporary purpose, and to which he returns in seasons of response.
3. Any person otherwise eligible who is a legal resident of another county may be returned to his/her place of legal residence or to another destination at the discretion of the Director.
4. As a general rule, no aid is granted to a legal resident of another county except whenever the respective Boards of Supervisors deem it best for the welfare of a family or in the public interest that an indigent remain in the county not responsible for this support, the county responsible for the support of the indigent may agree to support him/her in the county not so responsible, but no indigent supported in this manner shall be deemed to have acquired a residence in the non-responsible county, and a record or copy of the Board of Supervisor's determination shall be sent to the recipient and filed in the office of the Agency (Welfare and Institutions Code, Sec. 17110).
5. Only those aliens who either are admitted for permanent residence under color of law or are admitted as temporary lawful residents under the Immigration Reform and Control Act are eligible to receive GA from the Agency.

Exhibit A

- a. When an alien, who has a legal sponsor, applies for GA, the County shall require the sponsor to sign a written repayment agreement as a condition of eligibility for GA in accordance with W & I Code Section 17001.6.
6. Inmates of penal institutions and inpatients of medical/mental institutions shall not be eligible for GA, unless the incarceration or hospitalization is temporary. Temporary incarceration or hospitalization is a period of less than one full month.
 - a. Once an applicant has been granted GA and is later incarcerated or hospitalized, the estimated duration must be determined.
 - 1) If the recipient will not be released by the end of the month following the month of incarceration or hospitalization, the case will be discontinued with timely and adequate notice.
 - 2) If the recipient is anticipated to be released before the end of the month following the month of incarceration or hospitalization, no overpayment has occurred and the case will remain open.
 - 3) If the recipient is incarcerated or hospitalized for a full calendar month, an overpayment has occurred for that month if aid was paid for that month.

91-302 Property Limitation

Real and personal property which an applicant owns or in which he/she has an interest are resources which must be considered before GA is granted.

1. Real Property

- a. No aid under GA shall be granted or paid to any individual or family who owns real property, the combined market value of which, less all encumbrances thereon of record exceeds \$3,000.00 as otherwise provided herein except as set forth below. (The market value is to be determined in consultation with County Assessor's Office.)
- b. Real property owned and occupied by the applicant/recipient as a place of residence is exempt from the limitation set forth in subsection "a" above.
 - 1) Any place of abode of an applicant/recipient, whether houseboat, trailer or other habitation, shall be considered real property.
- c. Utilization: Real property owned, but not occupied as a home by an applicant/recipient, shall be utilized in order to be exempt. This requirement is met if the net monthly income from the property is one-twelfth of six percent of the net market value of the property, or if the property is listed for sale with a licensed real estate broker at the market value.
- d. Conversion of Real Property: Any proceeds from the conversion of real property into personal property received by an applicant/recipient shall be considered personal property on the first of the month following such conversion.
- e. Separate Property: Ownership of separate property by a spouse with whom the applicant/recipient is not living shall not preclude the applicant from receiving aid.

91-303 Personal Property

Exhibit A

1. No aid under this program shall be granted or paid to any individual or family who owns personal property, the value of which less all encumbrances thereon of record exceed \$1,500.00 except as set forth below as provided in California D.S.S. Manual, Section 42-200.
2. The following items are exempt from consideration in determining the value of personal property holdings:
 - a.) Personal and domestic effects and household furnishings.
 - b.) An internment space, crypt or niche intended for the internment of the applicant/recipient.
 - c.) Funds placed in irrevocable trust for funeral or burial expenses to the extent that such funds do not exceed a sum of \$500.00.
 - d.) Insurance policies having an actual cash surrender value not exceeding \$500.00.
 - e.) Equity in a vehicle needed for transportation for medical or employment purposes not to exceed in market value of \$4,650.00.
 - f.) Tools of trade.

91-304 Transfer of Property

- a. Property may not be transferred to qualify for GA. If property has been transferred by an applicant with a year prior to date of application, the Agency shall determine and evaluate the purpose and intent of the transfer.
- b. Transfer of property shall not result in ineligibility in the following situations:
 - 1) Transfer for fair consideration.
 - 2) Transfer to satisfy a debt.
 - 3) Transfer when foreclosure is imminent.
 - 4) Transfer by a spouse of his/her separate property.
 - 5) Transfer with retention of life estate if property is place of residence and continues to meet applicant's housing need.

91-305 Income Limitations

1. Determination of amount of income:

All income received by an individual or any member of the GA household, regardless of source, shall be considered in determining eligibility for the program. No person shall be eligible for GA if his/her income is greater than the maximum aid to which he/she is entitled under GA. (See Section 91-401)

All earned or unearned income received by any member of the GA household must be turned in to the Human Services Agency as reimbursement for aid paid in his/her household's behalf. If the recipient's failure to turn in money received while being aided by GA results in discontinuance, GA may not be granted again until repayment has been made by the household.

The Agency is responsible for:

- a. Reviewing with the applicant or recipient all his resources in light of his income-producing potential.
- b. Encouraging the production of income within the applicant's or recipient's capabilities.
- c. Determining whether income is actually received and, if so, the source, the regularity of receipt, the net amount, and the applicant/recipient's share.

The applicant/recipient is responsible for giving information necessary to such determinations and for taking all actions necessary to receive unconditionally available if the applicant/recipient has only to claim or accept the income. Ineligibility results if the applicant/recipient refuses to accept such income.

2. Net Income

Net income from property is determined by deducting from gross income all normal items of expense incident to its receipt. The principal payment on encumbrances is not considered a necessary item or expense when determining if utilization requirements are being met as set forth in Section 91-302. Net income from wages is the amount remaining after subtracting all required deductions and expenses incurred in the securing and retention of employment.

3. Income

Income in-kind is any benefit received other than in cash. Income in-kind includes the value of need items as set forth in Section 91-400, provided at no charge.

4. Verification of Income

All income received by the recipient shall be verified as to the amount and source. If the recipient appears eligible for benefits of any kind from other than GA program sources, evidence is required that he/she has taken all necessary action to claim such benefits.

5. Lump Sum Payments Received

Any lump sum payments shall be treated as income in the first month and property in subsequent months.

91-306 Employability and Time Limits

1. Suitable Employment or Rehabilitation

Any competent adult and any minor who is over age 16 and who is not required to be enrolled in school pursuant to Education Code 48200, and is included in the application, must be willing to seek and accept employment or training as provided herein or must be willing to go to rehabilitative services as a condition to the receipt of GA benefits. These employment and training services shall be those already available and provided from State and community resources, with no cost to the County.

- a. All adult recipients of GA benefits shall be considered employable unless exempt as defined in Section 91-306(3)(e) and Section 91-306(4).

- b. All adult recipients of GA benefits who are not exempt from participation in the employment, training or education programs as defined in these regulations and who have been offered an opportunity to attend job skills or job training sessions, may only receive GA aid for three (3) months in any twelve (12) month period, whether or not the months are consecutive. If customer has received General Assistance in another county, any months of aid received would count toward the three months of eligibility in that twelve-month period.
 - 1) Per W & I Code 17021, an individual who is not eligible for the CalWORKs program as a result of their individual month time limitation as outlined in CalWORKs Manual of Policies and Procedures Eligibility and Assistance Standards Section 42-302 is not eligible for GA benefits until all of the children of the individual on whose behalf aid was received, whether or not currently living in the home with the individual, are 18 years of age or older.
- c. Persons claiming to be dependent on drugs or alcohol shall not be exempt from work requirements or time limits for receipt of aid. Such persons shall be required to participate in a drug or alcohol rehabilitation program as a condition of eligibility and to provide verification of this participation to the Agency, as required.

2. Employment Registration

- a. All applicants/recipients of aid under this program who are not exempt from participation under Section 91-306(3)(e) below are required to register for work at the local office of the Employment Development Department (EDD) and to keep registration current with that department.
 - 1) He/she must report daily to the EDD office, Monday through Friday, to look for job opportunities. Said contacts are to be made with an EDD Job Services specialist.
 - 2) He/she must make ten documented employer contacts each week. (Per W& I Code 17000.6.(f)(1)(2), mirroring Welfare to Work requirements of 30 participation hours per week, allowing 3 hours per application.)
- b. All applicants/recipients not exempt from participation under 91-306(3)(e) are required to search for a job and accept any employment available or, if employment is unavailable, participate in training or work experience programs.
- c. Work Experience Projects:

Work relief projects shall be determined by the Agency for the purpose of assisting the indigent in his/her return to work. Work experience assignments shall be in public or private nonprofit agencies and shall not exceed thirty-two (32) hours in four (4) days of any work week, the fifth day of the work week remaining for job search.

 - 1) The work shall not be considered income or earnings, but as a condition for receiving GA.
 - 2) The amount of assistance payments to be reimbursed pursuant to Section 91-500 below shall be reduced by the number of hours worked by participants in work experience assignments. For the purpose of this reduction, participants shall be

credited all hours at the rate of the minimum wage payable in the State of California.

- 3) Work assignments shall continue until recipient has been credited with work to the extent of granted aid for himself/herself and dependents.

3. Penalties/Sanctions/Exemptions

a. The County shall discontinue GA, in accordance with Welfare & Institutions Code Section 17001.5(a)(3), for up to one hundred eighty (180) days from the day following the last day of the period for which aid has been issued for any recipient who is able bodied and mentally competent and has received GA for three (3) months, if the recipient engages in any of the following:

- 1) Fails or refuses, without good cause, to participate in a qualified job training program which is an actual condition of eligibility.
- 2) After completion of job training, fails or refuses, without good cause, to accept any offer of employment.
- 3) Persistently fails or refuses, without good cause, to cooperate with the county in its efforts to do any of the following:
 - a) Enroll the recipient in a job training program.
 - b) After completion of a job training program, locate and secure employment for the recipient.
- 4) Fails or refuses, without good cause, to participate in a County work project.
- 5) Fails or refuses to perform the required work search or falsifies the work search form.
- 6) Fails or refuses to register or re-register at EDD.
- 7) Appears at the scheduled job counseling or job search appointment, job class or actual employment under the influence of an intoxicating substance.
- 8) Quits without good cause or was terminated for cause from a job. Standards for determining good cause for job quit shall be the same as those for determining good cause to quit employment when determining eligibility for unemployment insurance benefits under the Unemployment Insurance Code of the State of California. Disqualification under this subsection shall be for thirty (30) days from date of termination.
- 9) Fails or refuses to provide verification of participation in a required drug/alcohol rehabilitation program.

b. Lack of good cause can be demonstrated by any of the following:

- 1) The willful failure or refusal of the recipient to participate or cooperate in any of the activities listed in section 3a above.
- 2) Not less than three (3) separate acts of negligent failure to engage in any of the activities listed in section 3a above.

- 3) Acts of negligent failure includes:
 - a) failure to appear or be late for scheduled work search appointments
 - b) failure to appear or be late for job interviews
 - c) failure to attend or be late for training on days it is scheduled
 - d) failure to appear or be late for work project assignments.
- c. Examples of good cause including the following:
 - 1) Offer of employment was from an employer who did not possess appropriate license to engage in business or who did not withhold required contribution or carry worker's compensation insurance.
 - 2) Employment or training violated health and safety laws.
 - 3) Wage offered was less than minimum wage.
- d. Absences meeting the following criteria will not be considered willful failures to cooperate:
 - 1) Absence due to personal illness or illness of a family member requiring applicant/recipient's presence in the house. Written verification from a doctor or clinic is required for second and all additional absences within a period of three calendar months from the first day of illness. The statement must verify the illness on the dates of the failed appointment and contain the name, address and phone number of the doctor clinic.
 - 2) Absence due to verified incarceration or court appearances over which he/she has no control.
 - 3) Absence due to a verifiable unexpected emergency. Absence due to an unexpected situation which is beyond the control of the applicant/recipient. These do not include vacations or attendance at social events.
 - 4) Absence due to prearranged job interview approved by GA worker.
- e. Exemption from Participation

The following applicants/recipients shall be exempt from participation in employment training or a work experience program:

 - 1) Those needed in the home to supervise or care for children under four months of age.
 - 2) Those suffering from physical or mental incapacity. Physical or mental incapacity shall not include alcohol or drug dependence.
 - a) An applicant may be eligible for GA if suffering from a temporary or permanent physical or mental disability which renders him/her incapable of engaging in gainful employment as determined by a medical doctor or authorized personnel through the Kings County Mental Health Plan. The Agency may require review of the County Health Officer and on his recommendation require a second opinion.

- b) Medical Evaluation - Determining of physical or mental condition is to be completed by a physician or licensed psychologist or psychiatrist.
 - c) Medical Re-Evaluation - Medical re-evaluation is to be completed as often as indicated by the doctor or the medical report, but at intervals not to exceed one year.
- 3) As Kings County provides transportation service (Kings Area Rural Transit (KART)) in all cities, an applicant/recipient is not considered unavailable for employment/ training due to lack of transportation if he/she lives within two (2) miles of KART service.
4. General Assistance may be granted to persons who have applied for and it appears are eligible for Supplemental Security Insurance and State Supplemental Payment (SSI/SSP) benefits through the Social Security Administration (SSA). This assistance will be known as “interim assistance.” Interim assistance will be granted on a temporary basis until the applicant/recipient begins receiving SSI/SSP benefits. An interim assistance applicant/recipient shall not be required to complete the job search requirements, but is expected to meet all other eligibility requirements as set forth in these regulations. If the SSI/SSP application is denied, customers have thirty (30) days to appeal the decision by SSA and interim assistance may continue to be paid through the appeal time period. If after thirty (30) days, an appeal is not made, the customer will become a work registrant. Re-evaluations will be made every three months on interim assistance cases (See Section 91-206). Interim assistance customers will be referred to the Agency’s SSI Advocacy Program for pending claims or applications in appeal status.

91-307 Cooperation with the Department of Child Support Services

Any applicant or recipient for GA benefits, whose aided family includes a minor child(ren), shall as a condition of eligibility meet all requirements for seeking and securing child support for said child(ren) as required in Eligibility and Standards Manual Section 43-107. This will require the applicant or recipient to cooperate with all of the requirements for support established by the County’s Department of Child Support Services.

- 1. The County shall deny GA for individuals with minor children who, without good cause, fails to cooperate with state and county departments and the Department of Child Support Services in providing information to establish paternity for a child under eighteen years of age born out of wedlock for whom benefits are being requested.

91-400 Determination of Need and Amount of Aid

GA is to be considered temporary in nature. Every effort should be made by the Eligibility Worker to meet the customer’s needs while providing necessary services to the customer to decrease or eliminate the customer’s dependency upon the General Assistance Program. The maximum monthly payment of GA, including in-kind aid, to eligible person in Kings County shall not exceed the payment level established for an eligible household of like size receiving Temporary Assistance to Needy Families, (TANF), subject to the following restrictions:

- 1. The maximum monthly payment of GA for each family will not increase in the event that an adult recipient of GA benefits conceives additional children while receiving benefits.

91-401 Standards of Assistance - Amount and Kind

1. All payments through the GA program will be issued via EBT card. Other vendor payments will be issued if deemed necessary by the County. GA applicants/recipients may choose to not receive any allowance listed below if they feel they do not have that need.

- a. Rent and Utilities

Allowances intended for rent or home payments and utilities will not exceed \$186.00 per month for an individual living alone or \$244.00 per month in a shared living arrangement with other GA recipients.

- b. Food

Allowances intended for food shall be made in a monthly amount up to \$59.00. GA applicants/recipients are also required to apply for CalFresh benefits to supplement their food needs.

- c. Personal Needs

A monthly allowance of \$20.00 is to be paid for personal needs, subject to payment maximums set herein.

- d. Transportation

Transportation allowances are provided up to \$60 per month.

- e. Maximum Grant Chart

Grant Allowance will not exceed the following:

Need	General Assistance Allowance
Housing/Utilities	\$186.00 (or \$244 if shared with another GA recipient)
Food	\$59.00
Transportation	\$60.00
Personal Needs	\$20.00
Total	\$325.00

The Kings County Board of Supervisors must approve any changes to these standards of assistance.

91-402 Special Needs

Special needs are those which are not common to all recipients and which arise out of physical infirmities or which are incidental to other conditions peculiar to the individual's circumstances. These may be for items or services not provided or for greater amounts to meet the costs of basic items that may be necessary to effect physical, social or economic adjustment of the individual or family.

- a. Vendor Payment to Room and Board Facility

If the recipient is physically or mentally incapacitated to such a degree that he is unable to prepare his own meals and he has no friends or relatives willing or able to perform such service, an allowance for room and board as charged, but not to exceed \$186.00 per month plus the applicable AFDC in-kind food allowance amount may be

allowed in lieu of other housing, utility and food allowance. Any allowance in excess of this amount is subject to the approval of the Director, except that said payment, when combined with all other GA items of need, shall not exceed the payment maximums set herein.

b. Special Need for Clothing

Minimal clothing requirements for health and decency may be met in-kind if no other resources are available.

c. Special Need for Transportation

The cost of essential transportation to and from medical facilities, or for rehabilitative purposes, may be allowed as required provided no other resources are available.

If no other funds are available for purpose, the county may incur all necessary expenses in transporting a nonresident indigent to another State or County when information at hand indicates that the person has a legal residence in such State or County and wishes to return there.

d. Other Special Needs

Special needs not specifically covered in this section may be allowed on an individual basis with the concurrence of the Director provided the meeting of such special need will result in a decreased or discontinued GA payment in the near future or is otherwise consistent with an approved plan for rehabilitation or employment of the recipient.

91-500 Reimbursement

1. Reimbursement

As part of the GA application process, applicants are required to sign an Agreement to Reimburse Note. The note shall not exceed the value of benefits paid on behalf of the recipient by the Agency. The SSP 14 Authorization For Reimbursement Of Interim Assistance Initial Claim Or Posteligibility Case form shall be completed for each case. Refusal to sign either form precludes receipt of GA.

2. Property Liens

In accordance with Welfare & Institutions Code Section 17109, the Agency will file a lien against real property then currently owned or owned in the future, in or out of the State of California, as permitted by law, and shall be for the amount of the total accumulated aid granted. Said lien shall include recipient's Social Security Number. The lien will stay in effect until benefits owed are repaid, along with applicable lien fees.

3. Overpayments

Overpayments are those benefits a recipient may receive to which he or she is not entitled. In the event such overpayment occur, the County has a right to demand repayment. Overpayments may be recipient (customer) or County (administrative) caused. This includes aid paid pending a hearing.

4. Recoupments

Exhibit A

- a. A reimbursement of assistance or overpayment may be recouped from one or more of the following:
 - 1) Any General Assistance case which now includes the individual responsible for the overpayment.
 - 2) When the individual responsible for the overpayment cannot be identified (such as in an administrative error overpayment), the overpayment will be recouped from the overpaid GA assistance unit or from any individual who was a member of the overpaid assistance unit when the overpayment occurred.
- b. Adjusting Method
 - 1) If an applicant or recipient is applying for GA and has not reimbursed the County for GA assistance previously received, any new or further assistance will be adjusted by recouping the allowance at \$35 or 10% of the total need, whichever is greater.
 - 2) Administrative Overpayments: If the recoupment is adjusting the allowance, the adjustment will be \$25.00 or 5% of the total need, whichever is greater.
 - 3) Customer Caused Overpayments: If the recoupment is adjusting the allowance, the adjustment will be adjusted at \$35 or 10% of the total need, whichever is greater.

91-600 Responsible Relatives

1. All aid rendered by the Agency under this part shall be a charge against the responsible relative or relatives of the recipient, or alien's sponsor, when applicable, and the Agency shall be entitled to reimbursement from such relative, relatives or alien sponsors therefore, all as set forth in Section 17001.6a and 17300 of the W & I Code. For the purpose of this section, responsible relative means the spouse of the recipient and the parent of a minor child who is a recipient. An alien's sponsor is that person, person or organizations who are designated by documentation by the United States Citizenship and Immigration Services (USCIS) as having accepted the financial responsibility for the applicant alien in the process of legal entry into the United States.

91-700 Disqualification

1. In accordance with W & I Code 17015, the County will deny/discontinue an applicant or recipient if they commit an intentional program violation, make a false or misleading statement, misrepresent, conceal or withhold facts, fail to provide information on purpose to get benefits they are not eligible to, or misuse their benefits. Misuse includes, but is not limited to, using electronic benefit transfer (EBT) cards that belong to someone else or letting someone else use the recipient's card/GA benefits; trading, buying, selling, stealing or giving away EBT cards; or attempting to trade, buy, sell, or steal EBT cards and/or GA benefits.

The County shall discontinue GA, in accordance with W & I Code Section 17001.5(a)(5), for up to one hundred eighty (180) days from the day following the last day of the period for which aid has been issued for any recipient who engages in any disqualification activities.

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

IN THE MATTER OF ADOPTING
THE UPDATED KINGS COUNTY
HUMAN SERVICES AGENCY –
GENERAL ASSISTANCE PROGRAM
STANDARDS AND PROCEDURES _____/

Resolution No. 21- _____

WHEREAS, Welfare and Institutions Code Section 17000 et seq. imposes a duty on the County to adopt standards of aid and care for the indigent and dependent poor; and

WHEREAS, in 1986, the Board of Supervisors (“Board”) determined that medical care for the indigent poor is adequately provided through a variety of programs including: Medi-Care, Medi-Cal, Medically Indigent Adult Program (CMSP), and the Kings County Medical Program; and

WHEREAS, on August 22, 1989, the Board adopted Resolution number 89-087 approving the Kings County Human Services Agency - General Assistance Program (“General Assistance Program”) to provide for costs of housing, utilities, food, clothing, transportation, and personal needs for the Kings County residents with no means of support; and

WHEREAS, the General Assistance Program is in need of an update; and

WHEREAS, the updated General Assistance Program standards and procedures include adjustments to eligibility requirements and adding the use of Electronic Benefit Transfer (EBT) cards to reduce administrative costs, errors, and the potential for fraud.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Kings County Human Services Agency - General Assistance Program attached hereto as “Exhibit A” and incorporated herein as though fully set forth, is hereby approved and adopted.
2. That the Human Services Agency is hereby directed to implement the General Assistance Program in compliance with the standards and procedures set forth in Exhibit A.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held this 18th day of May 2021, by the following vote:

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

Craig Pedersen
Chairman, Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 18th day of May
2021.

Catherine Venturella, Clerk to the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 18, 2021

SUBMITTED BY: Job Training Office – Lance Lippincott

SUBJECT: APPROVAL OF LOCAL AND REGIONAL WORKFORCE STRATEGIC PLANS

SUMMARY:

Overview:

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce areas to undergo strategic planning every four years at the local or county level (Local Plan), and on a regional level (Regional Plan). While Employment Development Department Workforce Services Directive WSD20-05 only requires the Chief Local Elected signature on the regional strategic plan, both plans are brought to the Board to maximize the transparency of the planning process.

Recommendation:

Authorize the Chairman to sign the Kings County Strategic Plan 2021-2024 and the San Joaquin Valley and Associated Counties Regional Plan 2021-2024 outlining the strategic direction of the Department and the Regional Planning Unit.

Fiscal Impact:

There is no impact to County General Fund. Kings County receives between \$2.1-2.8 million in WIOA funding each year. This funding has statutory requirements on how it may be spent, which is managed and monitored by the Kings County Job Training Office.

BACKGROUND:

As outlined in WIOA § 106, Regional Plans provide a roadmap for alignment of resources and investments to meet specific outcomes within the fifteen Regional Planning Units, of which Kings County belongs to the San Joaquin Valley and Associated Counties Regional Planning Unit. Regional Plans are used to articulate how

(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

APPROVAL OF LOCAL AND REGIONAL WORKFORCE STRATEGIC PLANS

May 18, 2021

Page 2 of 2

each region will build intentionality around industry sector engagement, drive workforce development outcomes across multiple jurisdictions, and expand on-ramps to career pathways for individuals who experience barriers to employment.

Pursuant to WIOA § 108, Local Plans provide an action plan for operationalizing the roadmap laid out in the Regional Plan by describing how individuals access services through the America's Job Center of California system. Local Plans are used to articulate how local boards will coordinate with local partners to ensure person-centered service-delivery.

To further the goals of transparency, and in the interest in collecting the best possible information for the local area, a series of public forums was conducted to solicit input from partners, private businesses, and the public. That information was matched with separate data for growth industries in Kings County to arrive at the service goals highlighted in the Local and Regional Plans.

The Local and Regional Plans have been filed with the Clerk of the Board of Supervisors.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 18, 2021

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

SUBJECT: APPROVING THE ISSUANCE OF UP TO \$20,000,000 OF EXEMPT FACILITY BONDS FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF JUNCTION CROSSING APARTMENTS

SUMMARY:

Overview:

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

Recommendation:

Adopt a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Junction Station, LP for Junction Crossing Apartments

Fiscal Impact:

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

BACKGROUND:

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

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPROVING THE ISSUANCE OF UP TO \$20,000,000 OF EXEMPT FACILITY BONDS FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF JUNCTION CROSSING APARTMENTS

May 18, 2021

Page 2 of 2

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

Junction Station, LP (the “Borrower”) has requested that CalPFA issue exempt facility bonds in an amount not to exceed \$20,000,000 to finance or refinance the acquisition, construction, improvement, and equipping of an 80-unit multifamily affordable housing project to be located at 120 Pacific Street in downtown Roseville, California (the “Project”).

A public hearing was held for this Project on May 18, 2021. The Board has been asked to approve the issuance of the bonds as the host governmental unit.

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

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, at 9:00 a.m. on Tuesday, May 18, 2021, a telephone-only public hearing will be held on behalf of the Board of Supervisors of the County of Kings (the "County") as required by Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$20,000,000 in outstanding aggregate principal amount, to finance or refinance the acquisition and construction of a multifamily rental housing project located at 120 Pacific Street, Roseville, California. The facilities are to be owned by Junction Station, LP (the "Borrower") or a partnership of which St. Anton Communities, LLC (the "Developer") or a related person to the Developer is the general partner (the "Project").

Those wishing to comment on the proposed financing or refinancing and the nature and location of the Project may dial into the hearing using the following toll-free teleconference line: 1-800-747-5150, followed by Access Code 2804381#, or may submit written comments, which must be received no later than 4:00 pm on Monday, May 17, 2021, to the Clerk of the Board at 1400 W. Lacey Boulevard, Hanford, California 93230 or at bosquestions@co.kings.ca.us.

Dated: _____, 2021

COUNTY OF KINGS

By: /s/ Catherine Venturella
Clerk of the Board

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF JUNCTION CROSSING APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO / _____ RESOLUTION NO. _____

WHEREAS, Junction Station, LP (the "Borrower") or a partnership created by St. Anton Communities, LLC (the "Developer"), consisting at least of the Developer or a related person to the Developer and one or more limited partners, has requested that the California Public Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$20,000,000 (the "Bonds") for the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 120 Pacific Street, Roseville, California (the "Project"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 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 May 18, 2021

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

SUBJECT: APPROVING THE ISSUANCE OF UP TO \$40,000,000 OF EXEMPT FACILITY BONDS FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF PERRIS STERLING VILLAS III

SUMMARY:

Overview:

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

Recommendation:

Adopt a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for SRE Perris Sterling, LLC for Perris Sterling Villas III

Fiscal Impact:

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

BACKGROUND:

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

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPROVING THE ISSUANCE OF UP TO \$40,000,000 OF EXEMPT FACILITY BONDS FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF PERRIS STERLING VILLAS III

May 18, 2021

Page 2 of 2

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

SRE Perris Sterling, LLC (the “Borrower”) has requested that CalPFA issue exempt facility bonds in an amount not to exceed \$40,000,000 to finance or refinance the acquisition, construction, improvement, and equipping of a 286-unit senior multifamily affordable housing project to be located at the intersection of Nuevo and Murrieta in the city of Perris, California (the “Project”).

A public hearing was held for this Project on May 18, 2021. The Board has been asked to approve the issuance of the bonds as the host governmental unit.

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

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, at 9:00 a.m. on Tuesday, May 18, 2021, a telephone-only public hearing will be held on behalf of the Board of Supervisors of the County of Kings (the "County") as required by Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$40,000,000 in outstanding aggregate principal amount, to finance or refinance the acquisition and construction of a senior multifamily rental housing project located at the Southeast corner of East Nuevo Road & Murrieta Road, Perris, California. The facilities are to be owned by SRE Perris Sterling, LLC (the "Borrower") or a partnership or limited liability company of which American Covenant Senior Housing Foundation, Inc. (the "Developer") or a related person to the Developer is the general partner (the "Project").

Those wishing to comment on the proposed financing or refinancing and the nature and location of the Project may dial into the hearing using the following toll-free teleconference line: 1-800-747-5150, followed by Access Code 2804381#, or may submit written comments, which must be received no later than 4:00 pm on Monday, May 17, 2021, to the Clerk of the Board at 1400 W. Lacey Boulevard, Hanford, California 93230 or at bosquestions@co.kings.ca.us.

Dated: May 11, 2021

COUNTY OF KINGS

By: /s/ Catherine Venturella
Clerk of the Board

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$40,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF PERRIS STERLING VILLAS III AND CERTAIN OTHER MATTERS RELATING THERETO / _____ RESOLUTION NO. _____

WHEREAS, SRE Perris Sterling, LLC or a partnership or limited liability company of which American Covenant Senior Housing Foundation, Inc. (the "Developer") or a related person to the Developer is the general partner, has requested that the California Public Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$40,000,000 in outstanding aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a senior multifamily rental housing project located at the Southeast corner of East Nuevo Road & Murrieta Road, Perris, California (the "Project"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 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 May 18, 2021

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

SUBJECT: APPROVING THE ISSUANCE OF UP TO \$15,000,000 OF EXEMPT FACILITY BONDS FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF TOWNE SQUARE APARTMENTS

SUMMARY:

Overview:

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

Recommendation:

Adopt a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Towne Square Preservation, L.P. for Towne Square Apartments

Fiscal Impact:

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

BACKGROUND:

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

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPROVING THE ISSUANCE OF UP TO \$15,000,000 OF EXEMPT FACILITY BONDS FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF TOWNE SQUARE APARTMENTS

May 18, 2021

Page 2 of 2

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

Towne Square Preservation, L.P. (the “Borrower”) has requested that CalPFA issue exempt facility bonds in an amount not to exceed \$15,000,000 to finance or refinance the acquisition, rehabilitation, improvement, and equipping of a 51-unit multifamily affordable housing project located at 11650 Towne Avenue in Los Angeles, California (the “Project”).

A public hearing was held for this Project on May 18, 2021. The Board has been asked to approve the issuance of the bonds as the host governmental unit.

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

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that, at 9:00 a.m. on Tuesday, May 18, 2021, a telephone-only public hearing will be held on behalf of the Board of Supervisors of the County of Kings (the "County") as required by Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$15,000,000 in outstanding aggregate principal amount, to finance or refinance the acquisition and rehabilitation of a multifamily rental housing project located at 11650 Towne Avenue, Los Angeles, California. The facilities are to be owned by Towne Square Preservation, L.P., a California limited partnership and are generally known as Towne Square Apartments (the "Project").

Those wishing to comment on the proposed financing or refinancing and the nature and location of the Project may dial into the hearing using the following toll-free teleconference line: 1-800-747-5150, followed by Access Code 2804381#, or may submit written comments, which must be received no later than 4:00 pm on Monday, May 17, 2021, to the Clerk of the Board at 1400 W. Lacey Boulevard, Hanford, California 93230 or at bosquestions@co.kings.ca.us.

Dated: May 11, 2021

COUNTY OF KINGS

By: /s/ Catherine Venturella
Clerk of the Board

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF TOWNE SQUARE APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO /

RESOLUTION NO. _____

WHEREAS, Towne Square Preservation, L.P., a California limited partnership has requested that the California Public Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$15,000,000 in outstanding aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, rehabilitation, improvement and equipping of a multifamily rental housing project located at 11650 Towne Avenue, Los Angeles, California (the "Project"); and

WHEREAS, the Project is located within the City of Los Angeles; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 18, 2021

SUBMITTED BY: Department of Finance – Jim Erb
SUBJECT: PAYMENT AND APPEAL OF IRS PENALTY

SUMMARY:

Overview:

Kings County has been assessed \$29,561 for a late payroll tax payment to the Internal Revenue Service (IRS) in May 2020. The Director of Finance filed the attached penalty waiver request (Attachment A) with the IRS which was subsequently denied. The Director of Finance intends to work with County Counsel and the Administrative Office to appeal the denial, however, we must pay the penalty by May 26, 2021, in order to avoid further penalties and interest.

Recommendation:

- a. Authorize the Director of Finance to pay the Internal Revenue Service a penalty and coordinate with County Counsel on an appeal to reverse the charge; and
- b. Adopt the budget change. (4/5 vote)

Fiscal Impact:

There are \$29,561 in fees and interest that must be paid while the County disputes the charges in order to avoid accumulating more penalties and interest. The payment will be posted from the Finance Department which requires an appropriation transfer from Contingencies for General Fund.

BACKGROUND:

In May 2020, four months into the pandemic, the Finance Department missed a federal payroll tax payment to the IRS by six days. A combination of personnel matters and the impact of the COVID-19 resulted in the payment being late. The backup employee did not yet have access to the IRS online payment site, and there was

(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

PAYMENT AND APPEAL OF IRS PENALTY

May 18, 2021

Page 2 of 2

confusion as to the timing of the payment, and who would be making the payment. The three person Treasury management section was also down one position. Nevertheless, the responsibility for making timely payroll and the subsequent transfer of payroll withholdings is the sole responsibility of the Department of Finance.

The payroll tax payment was made as soon as the error was identified. The penalty of \$29,561 represents five percent (5%) of the total amount due. Much like property taxes, penalty waivers are only granted if the reason for the late payment was beyond the taxpayer's control. Responsibility for making payroll tax payments have been transferred to the Payroll Division, which has direct involvement with all of the payroll processes and can more readily identify payroll related deadlines.



**COUNTY OF KINGS
DEPARTMENT OF FINANCE**

JAMES P. ERB, CPA, DIRECTOR OF FINANCE
1400 W. LACEY BLVD • HANFORD, CA 93230

ACCOUNTING DIVISION
(559) 852-2455 • FAX: (559) 587-9935

TAX COLLECTOR • TREASURER DIVISION
TAX: (559) 852-2479 • TREASURER (559) 852-2477
FAX: (559) 582-1236

December 8, 2020

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201-0039

Internal Revenue Service:

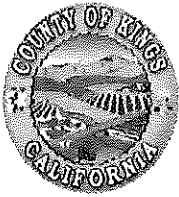
I am writing to request a penalty waiver of \$29,560.79 as assessed in the attached Billing Summary.

Due to the COVID-19 pandemic, our office has been in a state of flux since April of 2020. The majority of staff are working from home, and occasionally, had to quarantine for fourteen days at a time. Last month the entire Finance Office was closed for two weeks. Our Accounting Technician who is assigned to make the Federal Payroll Tax payments was pregnant and therefore at high risk for COVID-19. While working from home she was trying to train a coworker over the phone. The coworker was in the office and had never performed this task or other payments of this type. The coworker did not yet have access to the online payment site, and there was confusion as to the timing of the transition of this duty from the Accounting Technician to her coworker. The payment was missed, but corrected as soon as the error was identified. The payment was due May 26, 2020 and it was actually paid on Monday, June 1, 2020.

Under normal circumstances, we consistently make this payment on time. It was an unfortunate error directly due to the major staffing disruption caused by the COVID-19 pandemic. We are located in the Central Valley which has been the hardest hit area in California.

We have a small Finance Department that handles treasury functions for the County, all school districts, and many special districts, property tax functions for the entire County, general accounting, payroll, and accounts disbursements. The payment correctly made it through all divisions of the office until Treasury, the final step. At that time we had one person experienced with the treasury functions, the one mentioned above who was working from home trying to train a coworker.

You may have noticed a second late payment on July 9, 2020, for \$119.34. This late payment is from a payroll run separately by the Kings County Job Training Office. They complete their payroll using ADP and the people they are paying are not Kings County employees. However, the Kings County Job Training Office uses the Kings County tax identification number for reporting purposes. I am attaching a copy of the ADP Statement of Deposit and Filings (second quarter 2020) to this response.



**COUNTY OF KINGS
DEPARTMENT OF FINANCE**

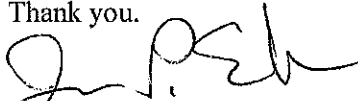
JAMES P. ERB, CPA, DIRECTOR OF FINANCE
1400 W. LACEY BLVD • HANFORD, CA 93230

ACCOUNTING DIVISION
(559) 852-2455 • FAX: (559) 587-9935

TAX COLLECTOR • TREASURER DIVISION
TAX: (559) 852-2479 • TREASURER (559) 852-2477
FAX: (559) 582-1236

The County penalty assessment of \$29,560.79 will create a hardship for our Office. I appreciated you considering our request. If I can provide more information please feel free to contact me directly. My cell phone number is (805) 234-5006.

Thank you.



James P. Erb, CPA
Director of Finance
(559) 852-2460

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	Dept. of Finance	Miscellaneous	10000	121000	92028	29,560.79
					TOTAL	29,560.79

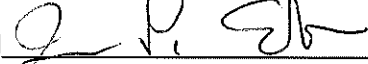
Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
Contingencies for General Fund	Contingencies	Contingencies	10000	990000	99000	29,560.79
					TOTAL	29,560.79

(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 Jim Erb

Administration Approval _____ Board Approval _____
BOS meeting date: May 18, 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 May 18, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski

SUBJECT: RESOLUTION CERTIFYING KINGS COUNTY'S MAINTAINED ROAD MILEAGE FOR 2020

SUMMARY:

Overview:

The County is required to certify the number of road miles the County maintains to the State on an annual basis. This information is used to calculate Highway User Tax apportionments.

Recommendation:

Adopt a Resolution certifying the County's maintained road mileage for calendar year 2020.

Fiscal Impact:

There is no impact to the General Fund or the Road Fund.

BACKGROUND:

The State uses the number of road miles maintained by local jurisdictions in the various formulas to calculate the distribution of gas tax revenues to the counties throughout the State. As a result, the Board of Supervisors is required to certify the amount of road miles maintained each year to the State Controller. In 2020, there were no changes to the County's maintenance responsibility. The maintained mileage to be certified for 2020 is 926.5 miles, which is the same as 2019.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF PETITION TO
CALIFORNIA STATE CONTROLLER/

RESOLUTION NO. _____

WHEREAS, the Public Works Department on May 13, 2020, certified to the State Controller the total mileage of maintained County Roads in the unincorporated territory of the County of Kings to be 926.5 miles;

WHEREAS, under the provisions of Section 2121 of the Street and Highways Code, the County of Kings requests that its mileage of maintained roads remain at 926.5 miles.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Kings requests this petition be approved and the mileage of County maintained roads be certified to the State Controller.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 18th of May, 2021, by the following vote:

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

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 18th day of May, 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 May 18, 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.