

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

Kyria Martinez, Assistant Co. Admin. Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, June 29, 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/derr2vr8aIQ> 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 Arthur Fox – New Hope Orthodox Presbyterian Church
PLEDGE OF ALLEGIANCE

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

- III. **APPROVAL OF MINUTES**
A. Approval of the minutes from the June 22, 2021 regular meeting.



IV.

CONSENT CALENDAR

A. Agriculture Department:

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Petroleum Enforcement Program.
2. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Weighmaster Enforcement Program.

B. Behavioral Health Department:

1. Consider approving Agreement with Aspiranet for Youth Specialty Mental Health Services.
2. Consider approving the Amendment to Agreement Number 18-087 with Mental Health Systems, Incorporated for Assertive Community Treatment Full Service Partnership services, extending the current Agreement through June 30, 2022.
3. Consider approving the Amendment to Agreement Number 20-153 with WestCare California, Incorporated for substance use disorder program services, extending the term through June 30, 2022.

C. Child Support Services:

1. Consider approving the Intra-County Plan of Cooperation between the Department of Child Support Services and the Information Technology Department.

D. Public Health Department:

1. a. Consider approving the Memorandum of Understanding with Kings Community Action Organization for the Head Start Program, effective from July 1, 2021 to June 30, 2023; and
b. Authorize the Director of Public Health to sign the Memorandum of Understanding with Kings Community Action Organization for the Head Start Program.
2. a. Consider approving the Amendment to the Agreement with Aurrera Health Group for the Adverse Childhood Experiences Aware Program, extending the term through September 30, 2021; and
b. Authorize the Director of Public Health to sign the Amendment with Aurrera Health Group for the Adverse Childhood Experiences Aware Program, extending the term through September 30, 2021.
3. Consider approving the Amendment with Kings Community Action Organization for continued administration of the Kings Cares Essential Workforce Support Program, extending the current term through June 30, 2022.

E. Public Works Department:

1. Consider awarding the bid from Cain Trucking Inc. for asphaltic emulsion for County road projects.
2. Consider accepting an Easement Deed for a turnaround on an undeveloped property located on Tract 756 Phase 5.
3. Consider authorizing the Fleet Superintendent to purchase vehicles using Sourcewell for 12 Sheriff Vehicles.
4. Consider accepting the dedication for In-Lieu Parcel Map No. 19-10 (Venoma Kautz and Dean E. Kautz) into the County Maintained Mileage.
5. Consider awarding the bid to purchase traffic paint to Ennis-Flint, Inc. for striping roads.

F. Administration:

1. Consider authorizing out-of-state travel to National Harbor, Maryland for Supervisor Craig Pedersen from July 7-14, 2021, including travel time, including travel time to attend the National Association of Counties Annual Conference.
2. Consider approving the Memorandum of Understanding with the Superior Court and the County of Kings for the provision of Court Appointed Dependency Counsel.



V.

REGULAR AGENDA ITEMS

A. Community Development Department – Chuck Kinney/Alex Hernandez

1. Consider adopting a Resolution, which will accomplish the following:
 - a. Make certain findings pertaining to *California Government Code* Section 51295.
 - b. Direct the Community Development Agency to complete the administrative requirements, recordings and make the required notices to property owners, County departments, and State agencies.

B. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1.
 - a. Consider awarding the construction contract to Papich Construction Company Inc., as the apparent low bidder for the Fiscal Year 2020-2021 Senate Bill 1 funded Kings County Roadway Improvement Project; and
 - b. Approve the construction Agreement; and
 - c. Authorize the Public Works Director to approve additional costs up to ten percent of the contract amount.

C. Administration – Kyria Martinez

Public Works Department – Dominic Tyburski

1. Consider approving a Modular Design Services Agreement with Bowe Contractors, Inc. for the County's Senate Bill 81 Round Two Juvenile Center Remodel Project.

D. Administration – Kyria Martinez

County Counsel – Lee Burdick/Diane Freeman

1. Receive information regarding the County's redistricting public outreach plan and direct staff as necessary.

E. Administration – Kyria Martinez

1.
 - a. Consider approving the Development Agreement between Kings County and the Santa Rosa Rancheria Tachi-Yokut Tribe for the development of the Tachi-Yokut Fire Station; and
 - b. Appoint the County Fire Chief and the County Public Works Director as members of the Tachi-Yokut Fire Station Development Board.
2. Consider confirming an appointment of Larry Spikes to the position of Interim County Administrative Officer, effective June 29, 2021 and set the compensation.
3.
 - a. Review and approve the Kings County Homelessness Collaborative response to the Grand Jury report titled Kings County Response to Homelessness; and
 - b. Approve the Kings County Homeless Collaborative Response as the Board response to the Grand Jury or direct staff to prepare a separate response to Grand Jury from the Board.

F. Public Health Department – 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)(1)]**
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: County Administrative Officer
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: County Counsel
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
 Negotiators: Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - General –CLOCEA
 - Deputy Sheriff’s Association

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

IX. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING

X. ADJOURNMENT

The July 6, 2021 meeting has been cancelled due to the observance of Independence Day. The next regularly scheduled meeting will be held on Tuesday, July 13, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

July 6		Regular Meeting cancelled due to observance of Independence Day on July 4, 2021
July 13	9:00 AM	Regular Meeting
July 19	9:00 AM	Annual Board of Equalization 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

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Richard Valle, District 2
Doug Verboon, District 3
Craig Pedersen, District 4, Chairman
Richard Fagundes, District 5



Staff

Kyria Martinez, Assistant Co. Admin. Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, June 22, 2021
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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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 Andrew Cromwell – Koinonia Church
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

- II. **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.
None

- III. **APPROVAL OF MINUTES**
A. Approval of the minutes from the June 15, 2021 regular meeting.

- IV. **CONSENT CALENDAR**



A. Agriculture Department:

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Certified Farmers Market Inspection Program. **[Agmt 21-063]**
2. Consider approving the Agreement with The Regents of the University of California for the Statewide Integrated Pest Management Program, Invasive Shot-Hole Borers Grant. **[Agmt 21-064]**

B. District Attorney's Office:

1. Consider approving the out of state travel for Senior Investigator Daron Kraemer, and Investigators Jeremy Ricks and James Sizemore to attend the California Narcotic Officers Association 57th Annual Training Institute and Law Enforcement Exposition in Reno, Nevada from November 18 – 24, 2021.

C. Department of Finance:

1. Consider authorizing the Finance Director to make necessary budget transfers after final numbers are available, prior to the closing of the County Ledgers. **(4/5 Vote Required)**

D. Human Services Agency:

1. a. Consider authorizing the Human Services Agency Director, or their designee, to submit an application for the Family Self-Sufficiency Demonstration Development grant to the Department of Health and Human Services; and
b. Authorize the Human Services Agency Director, or their designee, to sign all related documents pertaining to the application for Family Self-Sufficiency Demonstration Development grant funds.
2. Consider approving the Agreement with ABOGE Coaching and Consulting, Incorporated for consulting services for leadership development and strategic planning facilitation. **[Agmt 21-065]**

E. Information Technology

1. Consider approving an Agreement with CherryRoad Technologies Incorporated for PeopleSoft support for five years retroactively effective from April 17, 2021 through April 16, 2026. **[Agmt 21-066]**
2. Consider authorizing the Purchasing Manager to process the invoice from Crayon Software Experts LLC for the Microsoft Windows Operating System.

F. Administration:

1. Consider authorizing the County Administrative Officer, or their designee, to sign agreements with Tonya Lee, Marianne Gilbert, William Fjellbo, Karen Butler, Melinda Benninghoff, Hugo Gomez-Vidal, Jim A. Trevino, Robert Stover, Ismael Rodriguez, Shani Jenkins, James Oliver, Michael Woodbury, Greg Blevins, Carlos Navarrete, Jared Ramirez, Afreen Kaelble, Cheryl Harbottle, Robert Bartlett, Ralph Kaelble, Jason Taylor, James Harbottle, Jeffrey Boggs, Kevin Thompson, Nima Vakili, and Brent Woodward to provide indigent defense services as specified.

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

V.

REGULAR AGENDA ITEMS

A. Department of Finance – James Erb/Rob Knudson

1. Consider adopting an Ordinance establishing booking fees for Fiscal Year 2021-2022, and waive the first reading of the Ordinance. **[ORD 698, from 6/8/21]**

ACTION: APPROVED AS AMENDED AND WILL BE BROUGHT BACK FOR ADOPTION AT A PUBLIC HEARING (JN, DV, RV, RF, CP - Aye)



B. Public Works Department – Dominic Tyburski

1. a. Consider adopting a Resolution approving the California High Speed Rail Improvement plans for limited facilities to be maintained by Kings County; and **[Reso 21-045]**
- b. Authorize the Chairman to sign the title sheet of each plan set.

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

C. Administration – Kyria Martinez

1. Consider confirming an appointment of Charles Kinney to the position of Director of Community Development effective June 28, 2021, and set the compensation.

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

D. Public Health Department – 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.

STUDY SESSION

A. Administration – Kyria Martinez

Receive an overview and discussion on the American Rescue Plan Act funding and provide guidance to staff on the next steps.

THE BOARD RECEIVED AN UPDATE AND NO OFFICIAL ACTION WAS TAKEN

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 Verboon stated he attended the Hanford Noon Rotary event and was interviewed by the Weather Channel regarding the Sinking of Corcoran and related water issues.

Supervisor Neves participated in the West Hills College Paramedic training committee meeting, participated in the Kings Partnership for Prevention meeting where the name was changed to the Committee to Kings Partnership, attended the Kings Federal Credit Union meeting, attended the First 5 Children & Families First meeting, attended the Kings County Homelessness Collaborative meeting, participated in the May Move Challenge between Kings County Child Support Services and Job Training Office office staff step challenge with 41 staff members participating and Job Training Office taking the win for most steps taken, he reminded everyone to take safety on the job seriously every day after the watertank failure in Lemoore contributing to the loss of a life

Supervisor Valle congratulated Chuck Kinney on his appointment as the Community Development Director and stated that former Community Development Director, Greg Gatzka will be sworn in tonight as the new Corcoran City Manager.

Supervisor Pedersen participated in several meetings with the San Joaquin Valley Unified Air Pollution Control District Governing Board.

- ◆ **Board Correspondence: Kyria Martinez stated the Board received correspondence from the State Board of Equalization on their 2021 Taxpayers' Bill of Rights hearing on August 24, 2021 at 10:00 a.m., received three separate appeals packages from Gotfredson Law firm regarding Conditional Use Permits for Westlands Grape Solar, Westlands Chestnut Solar and Westlands Blue Solar.**



She stated that the Board received a letter from Overlands Stock Yard regarding a proposed location of a Kings County Homeless Shelter which was forwarded to the Kings County Homeless Collaborative for review. She stated that the Board received a petition for change involving a proposed 100,000 acre foot water transfer between Oakdale and South San Joaquin IDS and San Luis Delta Mendota Water Authority.

- ◆ Upcoming Events: Kyria Martinez stated that the Board Meeting on July 6, 2021 has been cancelled due to the observance of Independence Day on July 5, 2021 and that the Kings County Fiscal Year Final Budget hearings are set for August 17 & 18, 2021.
- ◆ Information on Future Agenda Items: Kyria Martinez stated the following items will be on an upcoming agenda: Public Health Department – COVID-19 update, Administration overview of County Positions, Administration/County Counsel – Redistricting Outreach Plan, Agriculture Department – Agreement with the California Department of Food and Agriculture for Petroleum Enforcement Activities, Agreement with the California Department of Food and Agriculture for Weighmaster Enforcement Activities, Behavioral Health Department – Agreement with Aspiranet for Youth Specialty Mental Health Services, Agreement for Telepsychiatrist and Medical Director with Arie Whisenhunt, Amendment to Agreement with Mental Health Systems, Inc. for Assertive Community Treatment Full Service Partnership Services, Amendment to an agreement with Westcare CA for Substance Use Disorder Program, Agreement with Judge Rotenberg Educational Center, Incorporated for Residential Treatment Program Services, Community Development Agency – Farmland Security Zone Contract Application – Aquamarine, Public Health Department – Adverse Childhood Experiences Aware Initiative, Memorandum Of Understanding and Interagency Agreements between Public Health, Human Services Agency and Probation, Kings Cares: Essential Workforce Support Program Contract Amendment, Memorandum Of Understanding with Kings Community Action Organization, Region IX, Migrant/Seasonal, and Early Head Start Programs, Human Services Agency – Project Roomkey Food Service Agreement with Airs Management Incorporated, Public Works Department – Asphaltic Emulsion Purchase for Country Road Projects, Easement Deed Acceptance, Vehicle Purchases, In-Lieu Parcel Map 19-10 Dedication, Traffic Paint Purchase and FY 2020/2021 SB 1 Funded Kings County Roadway Improvement Project.

VIII. CLOSED SESSION

- ◆ **Significant Exposure to Litigation: 2 Cases [Govt. Code Section 54956.9 (d)(2)]**
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: County Administrative Officer
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - General –CLOCEA
 - Supervisors – CLOCEA
 - Blue Collar –SEIU
 - Probation Officer’s Association
 - Management
 - Firefighter’s Association
 - Detention’s Deputy Association
 - Prosecutor’s Association
 - Deputy Sheriff’s Association
 - Unrepresented Management

REPORT OUT: Lee Burdick, County Counsel stated she did not anticipate any reportable action being taken in Closed Session today.



IX. 11:00 AM IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY

X. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, June 29, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

June 29	9:00 AM	Regular Meeting
June 29	11:00 AM	California Public Finance Authority Regular Meeting
June 29	11:00 AM	California Community Housing Agency 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 19	9:00 AM	Annual Board of Equalization Regular Meeting
July 20	9:00 AM	Regular Meeting
July 27	9:00 AM	Regular Meeting

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer
SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR PETROLEUM ENFORCEMENT ACTIVITIES
SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the California Department of Food and Agriculture, will perform inspection activities on locations that sell petroleum products.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County's Petroleum Enforcement Program.

Fiscal Impact:

Revenues of \$2,850 for this program are included in the Fiscal Year 2021-2022 Proposed Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture), and will offset the Department's expenses for providing the inspections under the agreement.

BACKGROUND:

The Agricultural Commissioner/Sealer, through Cooperative Agreement 21-0036-000-SA, will audit and inspect petroleum locations in accordance with the California Business and Professions Code. Activities include inspections of advertising media at petroleum locations, as well as labeling compliance inspections of petroleum and automotive products. This program protects both the industry and the consumer by helping to assure petroleum products are advertised and labeled as required by law. The term of this agreement is from July 1, 2021 through June 30, 2022.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
21-0036-000-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: July 1, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$2,850.00

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: Prime Award Information 2 Page(s)
Recipient and Project Information

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

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

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120

SACRAMENTO, CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county will inspect service stations, quick lube and oil change shops, and auto service shops for compliance with the Business and Professions Code, Division 5, Chapters 14, 14.5 and 15 for petroleum and automotive products advertising and labeling.

Project Title: Fuels, Lubricants & Automotive Products Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rebecca Bland	Name:	Jimmy Hook
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	COUNTY OF KINGS
Address:	6790 Florin Perkins Road, Suite 100	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	Hanford, CA 93230
Phone:	916-229-3000	Phone:	559-852-2830
Email Address:	rebecca.bland@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:	Sarah Mason	Name:	
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	
Address:	6790 Florin Perkins Road, Suite 100	Address:	
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	
Phone:	916-229-3000	Phone:	
Email Address:	Sarah.Mason@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 Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement 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 prior consent of the 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 the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations. 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 awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient 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. The Recipient 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.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. 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.

13. 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, identified in Exhibit A, 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.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not 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.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

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, or the inability to obtain any required government approval to proceed, 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.

17. Breach

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

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

18. Non-Material Breach

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. The 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 the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely 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 the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the 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, the Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

19. 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 and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. 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.

21. 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 less 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 within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. 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.

24. 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.

25. 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 releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. 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 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 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.

SCOPE OF WORK

In the best interest of the state, under the authority of the Secretary of the California Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Section 13434, the Division of Measurement Standards (Division) and the county (County) agree to the conditions and requirements within this Scope of Work.

The Division will pay the County \$75.00 for each completed initial inspection of a business establishment selling or distributing petroleum and/or automotive products, provided the inspection is completed to determine compliance with BPC Chapters 14, 14.5 and 15. The total allocation to the County for these inspections shall not exceed this Agreement. For purposes of this Agreement, an initial inspection is the first physical inspection in the fiscal year of a business establishment where the *primary* business is selling fuels, lubricants, and automotive products; e.g., retail service stations, distributors of engine fuels, oils, and quick-lube shops. Inspections at equipment rentals, marinas, and/or aviation fuel locations will not be accepted.

Inspection Requirements:

The County shall complete an initial inspection to verify compliance with the appropriate provisions of the BPC and the California Code of Regulations relating to the advertising and labeling of petroleum and automotive products and compliance with the provisions of BPC Section 13660. Findings shall be recorded on the Petroleum Inspection Report supplied by, or approved by, the Division.

Within five (5) working days of conducting an inspection, the County shall submit a completed legible copy of the pink Petroleum Inspection Report form to the Sacramento office. Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

The assigned number of inspections at brake shops, quick-lube shops, and other retail establishments selling bulk petroleum products or automotive products shall not exceed 10% of the total annual initial inspections authorized. The Division reserves the right to, at its discretion, assign and direct the County to collect designated samples of bulk lubricants or automotive products for the purpose of conducting marketplace surveys and initial inspections at specific stations. The business establishments visited for the purpose of obtaining these designated samples shall be counted as inspections authorized under this Agreement and will be billable up to \$75.00 per location. Prior to being assigned sampling duties, the Division will provide training in the proper sampling and chain of evidence completion procedures. Unless otherwise directed, all samples are to be submitted to the Division's laboratory in Sacramento.

Sample containers will be provided by the Division. Payment for product samples and transportation of the sample to the Division's laboratory shall be the responsibility of the County. The County will use the inspection and sampling procedures outlined in the

Division of Measurement Standards' "Petroleum Products Program Manual." Off sale of samples not meeting product specifications shall be the responsibility of the County, or the Division if requested to do so by the County, and will be handled in accordance with the guidelines established in the Division's "Citation Manual." Current versions of the "Petroleum Products Program Manual" and the "Citation Manual" are available on the Division's website at <http://www.cdfa.ca.gov/dms/>.

Nothing in this Agreement prevents or precludes Division staff from performing routine business establishment inspections within the County. The County will be notified when Division staff is performing these inspections within the County. The Division also reserves the right to re-inspect business establishments that were previously inspected and billed for by the County. These re-inspections are for the purpose of evaluating the work of the County. Enforcement action, if needed, will be taken by Division staff following the "Citation Manual" guidelines.

Per BPC Section 12015, the County agrees that appropriate enforcement action shall be taken upon discovery of violation(s) at the business establishment being inspected. The enforcement actions will be handled in accordance with the guidelines established in the Division's "Citation Manual." If the appropriate enforcement action is more than the issuance of a Notice of Violation (NOV), and if the County is unable or fails to take that action against the violator, the Division shall take the specified enforcement action and payment for the inspection will be withheld.

The original inspection report shall be maintained at the County Office of Weights and Measures for four (4) years and be made available to the CDFA upon request.

All requests for payment under this Agreement shall be made using the Fuels, Lubricants, and Automotive Products Agreement Invoice, attached, with the County's official letterhead included. The invoice shall be submitted quarterly and include a summary sheet with the following information: the total number of initial inspections conducted; the name and address of the business establishment inspected; the number of designated samples taken; the name and address where the samples were taken; and, the amount of money requested. Funds will be disbursed to the County on approval of the invoice submitted quarterly.

How to submit quarterly invoice:

Electronic submission: cdfa.dms_petroleum@cdfa.ca.gov

or

Mail to: Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828

County Letterhead Here

Fuels, Lubricants, and Automotive Products Program Agreement

INVOICE

To:

California Department of Food & Agriculture
Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828
Attn: Sarah Mason, Agreement Manager

Agreement # _____

Fiscal Year

FY 2021/22

Quarter _____

Program Code

9999000551

In accordance with the California Business and Professions Code Section 13434, funds have been allocated for CDFA to pay the County of _____ in the sum of \$ _____ for fiscal year 2021/22.

The County has complied with the conditions as required.

Approved: _____
County Representative

Date: _____

Approved: _____
Division of Measurement Standards

Date: _____

Include a summary list stating the total number of initial inspections conducted, number of designated samples taken, and amount of money requested.
Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

Fuels, Lubricants and Automotive Products Program
FY 2021/22

BUDGET

County: Kings

Fuels, Lubricants and Automotive Products Program Enforcement: Program Code - 9999000551

38 Site Inspections at \$75.00 per Inspection: \$ 2,850.00

Total Agreement Amount: \$ 2,850.00



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer

SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR WEIGHMASTER ENFORCEMENT ACTIVITIES

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the California Department of Food and Agriculture, will perform inspection activities on weighmaster locations licensed as Junk Dealers and Recyclers.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Weighmaster Enforcement Program.

Fiscal Impact:

Revenues of \$480 for this program are included in the Fiscal Year 2021-2022 Proposed Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture), and will offset the Department’s expenses for providing the inspections under the agreement.

BACKGROUND:

The Agricultural Commissioner/Sealer, through Cooperative Agreement 21-0088-000-SA, will inspect Weighmaster locations licensed as Junk Dealers and Recyclers in accordance with the California Business and Professions Code. Activities include verifying the accuracy of their license information. This program protects both the industry and the consumer by helping to assure Junk Dealers and Recyclers are properly licensed as weighmasters, and that they carry out practices to help deter theft in the metal recycling industry. The term of this agreement is from July 1, 2021 through June 30, 2022.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

21-0088-000-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: July 1, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$480.00

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: Prime Award Information 2 Page(s)
Recipient and Project Information

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

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

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The CDFA will pay the County for each initial inspection of an assigned junk dealer and recycler establishment licensed as a Weighmaster, to determine compliance with Business and Professions Code Division 5, Chapter 7, Section 12703.1.

Project Title: Weighmaster Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rebecca Bland	Name:	Jimmy Hook
Division/Branch:	Measurement Standards / Weighmaster	Organization:	COUNTY OF KINGS
Address:	6790 Florin Perkins Road, Suite 100	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	Hanford, CA 93230
Phone:	916-229-3000	Phone:	559-852-2830
Email Address:	rebecca.bland@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:	Sarah Mason	Name:	
Division/Branch:	Measurement Standards / Weighmaster	Organization:	
Address:	6790 Florin Perkins Road, Suite 100	Address:	
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	
Phone:	916-229-3000	Phone:	
Email Address:	Sarah Mason@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 Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement 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 prior consent of the CDFR 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 the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations. 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 awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient 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. The Recipient 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.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. 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 CDFRA 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.

13. 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 CDFRA Agreement Manager, identified in Exhibit A, 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 CDFRA 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.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFRA, CDFRA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

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, or the inability to obtain any required government approval to proceed, 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.

17. Breach

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

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

18. Non-Material Breach

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. The 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 the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely 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 the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the 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, the Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

19. 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 and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. 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.

21. 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 less 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 within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. 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.

24. 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.

25. 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 releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. 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 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 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.

SCOPE OF WORK

In the best interest of the State, under the authority of the Secretary of the Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Division 5, Chapter 7, Section 12703.1, the Division of Measurement Standards (Division) and the county (County) agree to the conditions and requirements within this Scope of Work.

The Division will pay the County \$240.00 for each completed initial inspection of an assigned junk dealer or recycler establishment licensed as a weighmaster to determine compliance with BPC Section 12703.1. For purposes of this Agreement, a "junk dealer" and "recycler" are as defined in BPC Sections 21601 and 21605(b). An initial inspection is the first physical inspection in the fiscal year of a business location after renewal or issuance of a weighmaster license. The total allocation to the County for these inspections shall not exceed the Agreement.

The County shall obtain all required information regarding a newly licensed junk dealer or recycler weighmaster via the *DMS County Portal, Weighmaster "License Notification List."* The County shall have 75 calendar days after issuance of a license to either conduct an initial inspection at each assigned junk dealer or recycler weighmaster location or notify the Division in writing that they will be unable to perform the inspection. Failure to perform an initial inspection within 75 calendar days shall result in nonpayment.

Per BPC Section 12703.1. (c) (1)., the County shall complete an initial inspection of the information contained in the Weighmaster License Application. Findings shall be recorded on the Weighmaster Inspection Report (Form 42-009, Rev. 11/14) supplied by the Division.

The initial inspection shall verify that the following items are materially accurate:

- Weighmaster License Application information
 - Business License information
 - The weighmaster location or business has a Storm Water Permit issued by the State Water Resources Board, or has applied for a Storm Water Permit, or substantiation the permit is not required
 - Thumbprint equipment is functioning and in good working order
 - Photograph/camera equipment is functioning and in good working order
 - Verification that the weighmaster has signed up to receive theft alert notifications
 - Verification of the name or names of any deputy weighmasters

- Other Weighmaster License information
- All commercial weighing devices are sealed

The County may observe other violations while performing an initial inspection. Per BPC Section 12015, the County agrees to document and take the appropriate enforcement action upon discovery of any violation of weights and measures laws during this inspection.

Within five (5) calendar days of conducting an initial inspection, the County shall upload an electronic copy of the completed Weighmaster Inspection Report and a photograph of the site showing how and where the weighmaster conducts their business activities via the *DMS County Portal, Weighmaster "Inspection Documents."* For business locations failing an initial inspection, the County shall also upload all supporting evidence, i.e., copies of county report forms, emails, and photographs demonstrating license information submitted was not materially accurate. Electronic copies may be in pdf, jpg, or png format.

Note: The Weighmaster Inspection Report must be scanned or photographed separately from any supporting documents; however, all supporting documents and photographs may be combined into one file. Uploading the Weighmaster Inspection Report and any supporting documents completes the initial inspection and entitles the County to payment.

When a location is found to be out of business, the County shall complete and upload a Weighmaster Inspection Report indicating the location is no longer in business and notify the Division in accordance with the instructions above. Locations that are out of business are not billable.

The original Weighmaster Inspection Report shall be maintained at the County Office of Weights and Measures for three (3) years and be made available to the Division upon request.

All requests for payment under this Agreement shall be made on the County's official letterhead. The invoice shall be submitted quarterly and include a summary sheet with the following information: the number of inspections completed; a list of locations where the inspections were conducted; the weighmaster license name; the weighmaster license number; and, the amount of money requested. **The County shall upload the completed invoice including the required summary sheet in pdf format via the *DMS County Portal, Weighmaster "County Invoices."*** Funds will be disbursed to the County on approval of the invoice submitted quarterly.

County Letterhead Here

Weighmaster Agreement

INVOICE

To: California Department of Food & Agriculture Division of Measurement Standards 6790 Florin Perkins Road, Suite 100 Sacramento, CA 95828 Attn: Sarah Mason, Agreement Manager	Agreement # _____ Fiscal Year FY 2021/22 Quarter _____ Program Code 9999000541
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In accordance with the California Business and Professions Code Section 12703.1, funds have been allocated for CDFA to pay the County of _____ in the sum of \$ _____ for fiscal year 2021/22.

The County has complied with the conditions as required.

Approved: _____ Date: _____
County Representative

Approved: _____ Date: _____
Division of Measurement Standards

Include a summary list stating the total number of initial inspections completed, location of inspections, the weighmaster license name, the weighmaster license number, and the amount of money requested. **Please submit invoice in pdf, jpg, or png format when uploading via the county "undisclosed" link.**

Weighmaster Program Cooperative Agreement

FY 21/22

BUDGET

County: Kings

Weighmaster Enforcement:

Program Code 9999000541

2 Site Inspections at \$240.00 per Inspection: \$ 480.00

Total Agreement Amount: \$ 480.00



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Behavioral Health – Lisa Lewis/UnChong Parry

SUBJECT: AGREEMENT WITH ASPIRANET FOR YOUTH SPECIALTY MENTAL HEALTH SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health is seeking approval of an Agreement with Aspiranet for the provision of Youth Specialty Mental Health Services (YSMHS) for children in Kings County.

Recommendation:

Approve Agreement with Aspiranet for Youth Specialty Mental Health Services.

Fiscal Impact:

There will be no impact to the County General Fund. This is a fee-for-service agreement, of which expenses and sufficient revenue for expenses were included in the Department's FY 2021/2022 Recommended Budget in Budget Unit 422200 (Mental Health Services Act).

BACKGROUND:

Aspiranet operates Medi-Cal certified Mental Health Service clinics in Kings and Tulare County that provides Youth Specialty Mental Health Services (YSMHS) to eligible Medi-Cal beneficiaries. These services deliver Special Mental Health Services to seriously mentally and emotionally disordered youth. The YSMHS Program provides individualized and intensive services and supports to children who are experiencing a serious emotional disturbance in Kings County. Through this agreement, Aspiranet will provide mental health services, case management, medication support, crisis intervention, intensive home-based services, and intensive care coordination services to Kings County children. In addition, YSMHS services will be provided in coordination with the child's identified natural supports and all relevant service providers, which may include Kings County Behavioral Health, Kings View Counseling Services, Kings County Probation Department, Kings County

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH ASPIRANET FOR YOUTH SPECIALTY MENTAL HEALTH SERVICES

June 29, 2021

Page 2 of 2

Human Services Agency, Kings County school districts, and the Kings County Office of Education.

Under the agreement, Behavioral Health will provide oversight of the program services to comply with Federal, State, and County contract guidelines. Program oversight is also designed to meet countywide needs and State mandates. Aspiranet will provide quarterly reports on demographic data of all participants, outreach activities, training, and maintain all client records in an Electronic Health Records system. The term of the agreement is effective July 1, 2021 through July 20, 2024.

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 Aspiranet, a California corporation (“Contractor”), (collectively the “Parties”).

R E C I T A L S

WHEREAS, County requires Youth Specialty Mental Health Services) for youth beneficiaries of Kings County, ages zero (0) to twenty (20) years and referred under the Mental Health Plan; and

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

NOW, THEREFORE, the Parties agree:

1. SCOPE OF SERVICES

County 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 his 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 his 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

County shall compensate Contractor on a “fee for service” basis, detailed in the Youth Specialty Mental Health Services Budget set forth in **Exhibit B**. Contractors shall not pay Contractor, nor is Contractor entitled to receive any additional consideration,

compensation, or other remuneration for services rendered under this Agreement, except as set forth in **Exhibit B**.

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

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

4. TERM

This Agreement shall commence on the date above mentioned, and shall **terminate on June 30, 2024** unless otherwise terminated in accordance with its terms. County shall have the option to extend this Agreement for one (1) additional year on the same terms and conditions.

5. RECORDS AND INSPECTIONS

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

6. AMENDMENTS

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

7. TERMINATION

The right to terminate this Agreement 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 may terminate this Agreement without cause by giving the other party thirty (30) calendar days' written notice of its intention to terminate

pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and inform the defaulting party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Default, all Notices of Breach shall be deemed subject to this provision. If the non-defaulting party deems the breach of a nature subject to cure, said party shall allow the defaulting party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Default, the non-defaulting party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Default to cure, the defaulting party may submit a written proposal to the non-defaulting party within that period, in which said party sets forth a specific plan to remedy the default and a date certain for completion. If the non-defaulting party agrees to the proposed plan in writing, the defaulting party shall immediately commence curing the breach. If the defaulting party fails to cure the breach within the time agreed upon by the parties, the non-defaulting party may terminate the Agreement either immediately or on a date provided in the Notice of Default or provide the defaulting party additional time to cure the breach.

b. Alternatively, the County may elect to cure the default and any expense incurred as a result thereof shall be borne by the Contractor.

2) Breach Not Subject to Cure. If the non-defaulting party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Default to the defaulting party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

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

D. Forbearance not Waiver of Breach or Default. In no event shall any act of

forbearance by either party of previous acts by the other party that constitute a breach or default of the party's obligations under this Agreement shall not act as a waiver of the parties' right to assert a breach or default of this Agreement has occurred, 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. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right to obtain indemnification from Contractor or any third parties, prior to the commencement of work or execution of this Agreement, Contractor shall purchase and maintain the following types of insurance for the minimum limits indicated below throughout the term of this Agreement. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the parties. Failure to obtain, maintain, or provide proof of insurance coverage is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

B. Endorsement of Policies. Contractor shall cause each policy outlined below to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, 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.

C. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

D. Insurance Limits. Contractor shall obtain the required insurance policies for the amounts set forth below, unless otherwise approved by the County's Risk Manager in writing prior to the execution of this Agreement.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage.

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 not less than

One Hundred Thousand Dollars (\$100,000) for property damages, 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. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

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

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

F. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

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

B. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, and any and all of its Board members, officials, employees, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any act, omission,

fault or negligence, whether active or passive, by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

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

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

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

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

Contractor shall comply with the Assurances and Certifications 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, or sexual orientation.

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

County	Contractor
Kings County Behavioral Health	Aspiranet
460 Kings County Drive, Ste. 101	1840 S. Central Street
Hanford, CA 93230	Visalia, CA 93277

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 F**.

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.

Each party reviewed this Agreement and had the opportunity to consult legal counsel. The Parties waive Civil Code section 1654, that ambiguities in a contract should be construed against the drafter has no application to the construction of the Agreement.

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

././

26. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS

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

27. ELECTRONIC SIGNATURES

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

28. AUTHORITY

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

IN WITNESS WHEREOF, the Parties executed this Agreement on the date first written above.

COUNTY OF KINGS

ASPIRANET

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

By: Vernon Brown
E5E7BAA0CA394C1DEB794CD3C55BA75F readySign
Vernon Brown, CEO

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By: Sande Huddleston
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Lee Burdick, County Counsel

By: Cindy Crose Kliever 06/18/2021
Cindy Crose Kliever,
Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Budget
- Exhibit C:** BAA/HIPAA
- Exhibit D:** Assurances and Certifications
- Exhibit E:** Kings County ADA Grievances Procedures

Exhibit A

Kings County Behavioral Health and Aspiranet

Scope of Work
Youth Specialty Mental Health Services
July 1, 2021- June 30, 2024

Kings County’s Mental Health Plan (“MHP”) is a system of care for the delivery of specialty mental health services (“SMHS”) to seriously mentally and emotionally disordered youth under the Children’s Mental Health Services Act (Welf. & Inst. Code, §5850 et seq.), and California Code of Regulations, title 9, Rehabilitative and Development Services. Said services include, but are not limited to, Early and Periodic Screening, Diagnostic and Treatment of MHP clients and their families.

Contractor operates Medi-Cal certified SMHS clinics in Kings County and Tulare County (“Contractor’s Facilities”). Contractor’s Facilities provide SMHS for eligible Medi-Cal beneficiaries in Kings County and are part of the Kings County MHP Medi-Cal provider network (“Reserved Capacity”). Contractor shall have Reserved Capacity available for the delivery of SMHS to youth beneficiaries of Kings County Behavioral Health (“KCBH”) on an as needed basis.

Contractor secures an adequate network of SMHS providers for KCBH by enabling Kings County MHP to adjust its number of network providers in proportion to any anticipated enrollment changes in accordance with Title 42 Code of Federal Regulations part 438.68.

1) Description of Services

- a) Contractor shall provide psychiatric services for children and youth for up to 2,080 hours (124,800 minutes) per year.
- b) Contractor shall provide a combination of child and youth licensed and non-licensed clinicians, rehabilitation specialists, and other qualified providers (such as case managers and peer/parent partners) for up to 43,680 hours (2,620,800 minutes) per fiscal year.
- c) Contractor shall ensure providers maintain at least a sixty percent (60%) productivity rate. (For example, 74,880 minutes of 124,800 minutes must be billable.)
- d) Contractor shall provide access to SMHS to beneficiaries referred by of KCBH in their youth, ranging in age from zero (0) months to twenty (20) years up to the Contractor’s capacity to provide such services.

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Exhibit A

- e) Contractor may treat beneficiaries from the following Medi-Cal certified locations:
 - i) 530 Kings County Drive, Suite 104/106, Hanford, CA 93230; and
 - ii) 1840 S. Central Street, Visalia, CA 93277.
 - f) Contractors shall render services in compliance with all applicable federal and state laws and regulations, including, but not limited to:
 - i) Lanterman-Petris-Short Act (Welf. & Inst. Code, § 5000 et seq.);
 - ii) Title 42 Code of Federal Regulations Part 438 (Managed Care); and
 - iii) California Code of Regulations, Chapter 11, Medi-Cal Specialty Mental Health Services.
 - g) Services provided must be included in the Beneficiaries Client Plan and may include the following:
 - i) Mental Health Services;
 - ii) Case Management, Brokerage;
 - iii) Medication Support Services;
 - iv) Crisis Intervention;
 - v) Intensive Home Based Services; and
 - vi) Intensive Care Coordination Services.
 - h) Contractor shall provide SMHS for youth in accordance with the MHP's contract with DHCS and the MHP's policies, procures and documentation manual.
- 2) Outcome Measurement and Performance Reporting Requirements**
- a) Contractor shall submit the required data elements to meet DHCS's standards for outcome measures and as required by the County's contract standards; and
 - b) At County's request, Contractor shall provide additional outcome and performance data to the MHP for oversight and quality improvement activities.
- 3) Quality Assurance/Utilization Review**
- a) Contractor shall adhere to the Quality Assurance and Utilization Review requirements related to services for youth beneficiaries and specified in statute, regulation and the MHP contract with DHCS; and
 - b) Contractor shall participate in MHP's monthly Utilization Review Committee and Medication Monitoring Committee.

Exhibit A

4) Records Retention

- a) Contractor shall maintain and preserve all clinical records related or recorded under the terms of this Agreement for:
 - i. Ten (10) years from the date of discharged for beneficiaries nineteen (19) years of age to twenty-one (21) years of age; and
 - ii. One (1) year after beneficiaries' eighteenth (18th) birthday, or one (1) year from the date of discharge, whichever is later for beneficiaries under the age of eighteen (18) years.

5) Provider Grievance Procedure

- a) Contractor may appeal a denied, terminated or modified request for services from MHP under the following procedure:
 - i. Written appeals are due to MHP within thirty (30) calendar days of the postmark date reflected on KCBH's notification denying, terminating or modifying services; and
 - ii. Said written appeals need to be submitted to:

Kings County Behavioral Health
Managed Care Division
460 Kings County Drive, Suite 101
ATTN: Grievances/Appeals

Exhibit B

**Kings County Behavioral Health
and
Aspiranet**

Youth Specialty Mental Health Services Budget
January 1, 2021 – June 30, 2024

1. Payment and rates for Specialty Mental Health Services

- a.** Payment may be requested for the services identified in this Agreement based on documented medical and service necessity, and as authorized by the MHP.
- b.** County shall pay rates consistent with federal and state statutes, regulations and the County’s MHP contract with the DHCS. Rates may be adjusted at any time during the term of this Agreement based on Contractor’s actual costs or DCHS revision of rates. Any and all rate adjustments must be approved by MHP and Contractor. Initial rates are as follows:

Service Description	Cost
Mental Health Services	\$3.00 per minute
Case Management, Brokerage	\$2.50 per minute
Medication Support Services	\$5.65 per minute
Crisis Intervention	\$4.24 per minute
Intensive Home Based Services	\$3.00 per minute
Intensive Care Coordination Services	\$2.50 per minute

2. Medi-Cal Reimbursement Requirements

- a.** Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, and claims submission consistent with state and federal requirements.
- b.** Contractor shall submit an invoice within thirty (30) days for each beneficiary served and the invoices must contain details, including, the units of service provided and cost rate.
- c.** Contractor shall cooperate with the MHP Medi-Cal billing processes and required timelines.
- d.** County shall pay the Contractor consistent with the certified public expenditure process required by 42 CFR 433.51.

Exhibit C

HIPAA Business Associate Exhibit

I. Recitals.

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

B. The County of Kings (“County”) wishes to, or may, disclose to Aspiranet (“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, Aspiranet, 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:

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

Exhibit C

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 provide Youth Specialty Mental Health Services for youth beneficiaries in Kings County. 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:

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

Exhibit C

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

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

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

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

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

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

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

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

Exhibit C

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

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

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

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

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

IV. **Obligations of County.**

County agrees to:

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

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

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

Exhibit C

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

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

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

A. Failure to detect or

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

VI. **Termination.**

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

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

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

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

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

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

Exhibit C

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

VII. Miscellaneous Provisions.

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

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

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

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

Exhibit C

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

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

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

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

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

Exhibit C

Attachment 1

Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

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

Exhibit C

release.

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

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

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

II. System Security Controls.

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

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

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

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

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

Exhibit C

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

III. **Audit Controls.**

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

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

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

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

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

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

V. **Paper Document Controls.**

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

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

Exhibit C

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

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

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

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

Exhibit D

ASSURANCES AND CERTIFICATIONS

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

A. Contractor certifies and agrees that:

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

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

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, *et seq.* of the California Government Code, or Title 9, Section 10800, *et seq.* of the California Code of Regulations may

Exhibit D

individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.

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

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

Drug-Free Workplace Government Code Section 8355

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.

Exhibit D

2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person or organization's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. (Chapter 5.5 Section 8350 to Division 1 of Title 2 of the Government Code.)

Exhibit E

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:

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Behavioral Health – Lisa Lewis/UnChong Parry

SUBJECT: AMENDMENT TO AN AGREEMENT WITH MENTAL HEALTH SYSTEMS,
INCORPORATED FOR ASSERTIVE COMMUNITY TREATMENT FULL
SERVICE PARTNERSHIP SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of an amendment to an agreement with Mental Health Systems, Incorporated (MHS) to provide Assertive Community Treatment (ACT) Full Service Partnership (FSP) services for Fiscal Year (FY) 2021/2022.

Recommendation:

Approve the Amendment to Agreement Number 18-087 with Mental Health Systems, Incorporated for Assertive Community Treatment Full Service Partnership services, extending the current agreement through June 30, 2022.

Fiscal Impact:

There is no impact to the County General Fund. The agreement amount for FY 2021/2022 is \$1,200,000. Expenses under this agreement and sufficient revenue for expenses were included in the Department's FY 2021/2022 Recommended Budget in Budget Unit 422200 (Mental Health Services Act).

BACKGROUND:

ACT FSP is an evidence-based treatment model that significantly broadens the concept of what services and supports individuals with the most severe forms of mental illness need to attain recovery and live independently. The primary goal of ACT FSP is recovery through community treatment and rehabilitation. ACT FSP is characterized by:

(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

AMENDMENT TO AN AGREEMENT WITH MENTAL HEALTH SYSTEMS, INCORPORATED FOR ASSERTIVE COMMUNITY TREATMENT FULL SERVICE PARTNERSHIP SERVICES

June 29, 2021

Page 2 of 2

- A team approach — Practitioners with various professional training and general life skills work closely together to blend their knowledge and skills;
- Services are client-driven, and delivered in the places and contexts where they are needed;
- A small caseload — An ACT Team typically consists of 10 to 12 staff members with small caseloads to maximize availability and the amount of services an individual can receive in a week;
- Time-unlimited services — Services are provided as long as needed, not according to pre-set timelines;
- A flexible service delivery — The ACT Team meets daily to discuss how each individual is doing. Practitioners can quickly adjust their services to respond to changes in individuals' needs;
- 24/7 crisis availability — Services are available 24 hours a day, 7 days a week. However, team members often find that they can anticipate and avoid crises.

Through this agreement, MHS will provide ACT FSP services for up to 50 Kings County adults and older adults, age eighteen and over, who are experiencing a serious mental illness or co-occurring substance use disorder. Services will be developed with a person-centered approach that are highly individualized and may include individual and group therapy, peer supports, case management, medication support, employment training, education support, community living skills, housing services, crisis intervention, and family education.

Under this agreement, KCBH provides oversight of the program services to comply with Federal, State, and County contract guidelines. Program oversight is also designed to meet countywide needs and State mandates. Mental Health Systems will provide quarterly reports on demographic data of all participants, outreach activities, training, and maintain all client records in an Electronic Health Records system.

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

Amendment No. _____

**COUNTY OF KINGS
FIRST AMENDMENT OF AGREEMENT FOR SERVICES**

This first amendment to Agreement No. 18-087 (“1st Amendment”) is made on _____, 2021, between the County of Kings, a political subdivision of the State of California (“County”) and Mental Health Systems, Inc., a California nonprofit corporation (“Contractor”) (collectively the “Parties”) upon the following terms and conditions:

R E C I T A L S

WHEREAS, the Agreement commenced on August 28, 2018, and will terminate on June 30, 2021;

WHEREAS, County continues to require Assertive Community Treatment Program (“ACT”) services;

WHEREAS, Contractor is ready, willing, and qualified to continue said services;

WHEREAS, Sections 5 and 10 of the Agreement authorizes the Parties to extend the term via a writing signed by County and Contractor; and

WHEREAS, the Parties intend to modify the Agreement to extend the term for one (1) year and to update the insurance requirements.

NOW, THEREFORE, the Parties agree:

1. The following replaces Section 5 of the Agreement:

This Agreement commences on **August 28, 2018**, and terminates on **June 30, 2022**, unless otherwise terminated in accordance with its terms.

2. The following replaces Section 12 of the Agreement:

12. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County’s right to obtain indemnification from Contractor or any third parties, prior to the commencement of work or execution of this Agreement, Contractor shall purchase and maintain the

following types of insurance for the minimum limits indicated below throughout the term of this Agreement. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the parties. Failure to obtain, maintain, or provide proof of insurance coverage is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

B. Endorsement of Policies. Contractor shall cause each policy outlined below to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, 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.

C. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

D. Insurance Limits. Contractor shall obtain the required insurance policies for the amounts set forth below, unless otherwise approved by the County's Risk Manager in writing prior to the execution of this Agreement.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage.

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 not less than One Hundred Thousand Dollars (\$100,000) for property damages, 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. Contractor shall cause the policy to be endorsed to waive the insurer's

subrogation rights against the County.

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

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

E. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Contractor to furnish insurance during the term of this Agreement.

3. Exhibit A to the Agreement is be replaced with **Revised Exhibit A** attached hereto and incorporated herein as though fully set forth. Any reference throughout the Agreement or its Exhibits to "Exhibit A" shall be replaced with "**Revised Exhibit A**".

4. Exhibit B-3 to the Agreement is be replaced with **Revised Exhibit B-3** attached hereto and incorporated herein as though fully set forth. Any reference throughout the Agreement or its Exhibits to "Exhibit A" shall be replaced with "**Revised Exhibit B-3**".

5. The Agreement is attached to this 1st Amendment as **Exhibit G**.

6. The recitals and exhibits are an integral part of this 1st Amendment and are incorporated into this 1st Amendment by this reference.

7. The Parties may execute this 1st Amendment by electronic means. The Parties agree that the electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.

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

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties executed this 1st Amendment on the day and year as set forth above.

COUNTY OF KINGS

MENTAL HEALTH SYSTEMS, INC.

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

By: James Callaghan
783C20792CF62C834D013D64F32C4224 readysign
James C. Callaghan, Jr., CEO

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By: Sande Huddleston
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Lee Burdick, County Counsel

By: Lindy Crose Kliever 05/28/2021
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Revised Exhibit A: Scope of Work for FY 2018-2019 through 2021/2022

Revised Exhibit B-3: Compensation/Budget for FY 2020/2021 and 2021-2022

Exhibit g: Agreement No. 18-087

Revised Exhibit A

SCOPE OF WORK

September 1, 2018 – June 30, 2022

Contractor shall provide an Assertive Community Treatment (ACT) Program for up to fifty (50) adults and older adults, ages eighteen (18) and over, with serious mental illness (SMI) or co-occurring substance use disorders (COD). The program will be identified as “Kings County ACT” and is funded by Kings County’s Mental Health Services Act-Full Service Partnership allocation. The individuals participating in the Kings County ACT will be identified as “Partners”. The Kings County ACT program shall employ the standards set for in the Substance Abuse and Mental Health Services Administration’s (SAMHSA) ACT Evidence Based Practice Kit (<https://store.samhsa.gov/product/Assertive-Community-Treatment-ACT-Evidence-Based-Practices-EBP-KIT/SMA08-4345>).

Description of the ACT model

ACT is an evidenced-based treatment model approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) that significantly broadens the concept of what services and supports individuals with the most severe forms of mental illness need to attain recovery and live independently in the community of the individual’s choice. ACT redefines how services and supports are organized and delivered to individuals with SMI or COD. The primary goal of ACT is recovery through community treatment and rehabilitation. ACT is characterized by:

- A team approach — Practitioners with various professional training and general life skills work closely together to blend their knowledge and skills.
- In vivo services — Services are delivered in the places and contexts where they are needed.
- A small caseload — An ACT Team typically consists of 10 to 12 staff members with small caseloads so as to maximize availability and the amount of services an individual can receive in a week.
- Time-unlimited services — A service is provided as long as needed, not according to pre-set timelines.
- A shared caseload — Practitioners do not have individual caseloads; rather the team as a whole is responsible for ensuring that individuals receive the services they need to live in the community and reach their personal goals.
- A flexible service delivery — The ACT Team shall meet daily to discuss how each individual is doing. Practitioners can quickly adjust their services to respond to changes in individuals’ needs.
- A fixed point of responsibility — Rather than sending individuals to various providers for services, the ACT Team provides the services that individuals need. If using another provider cannot be avoided (e.g., medical care), the ACT team makes certain that clients receive the services they need.
- 24/7 crisis availability — Services are available 24 hours a day, 7 days a week. However, team members often find that they can anticipate and avoid crises.

Revised Exhibit A

A. Kings County ACT Criteria

a. Individuals 18 years of age and above with a diagnosis of a serious mental illness, defined by Welfare and Institution Code 5600.3(b) and must the following additional criteria based upon their age:

i. If 18 to 23 years of age, according to California Code of Regulations (CCR) 3620.05(b):

1. They are unserved or underserved and one or more of the following:

- a. Homeless or at risk of being homeless
- b. Aging out of the child and youth mental health system
- c. Aging out of the child welfare systems
- d. Aging out of the juvenile justice system
- e. Involved in the criminal justice system
- f. At risk of involuntary hospitalization or institutionalization
- g. Have experienced a first episode of serious mental illness

ii. If 24 to 59 years of age, according to CCR 3620.05(c) individual must meet one or more criteria in (1) or (2) below:

1. They are unserved and one of the following:

- a. Homeless or at serious risk of becoming homeless
- b. Involved in the criminal justice system
- c. Frequent users of the hospital and/or emergency room services as the primary resource for mental health treatment

2. They are underserved and at risk of one of the following:

- a. Homelessness
- b. Involvement in the criminal justice system
- c. Institutionalization

iii. If 60 years of age and above, according to CCR 3620.05(d) individual must meet one or more criteria in (1) or (2) below:

1. (1) They are unserved and one of the following:

- a. Experiencing a reduction in personal and/or community functioning
- b. Homeless
- c. At risk of becoming homeless
- d. At risk of becoming institutionalized
- e. At risk of out-of-home care
- f. At risk of becoming frequent users of hospital and/or emergency room services as the primary resource for mental health treatment

2. They are underserved and at risk of one of the following:

- a. Homelessness
- b. Institutionalization
- c. Nursing home or out-of-home care
- d. Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment
- e. Involvement in the criminal justice system

Revised Exhibit A

- b. All involved agencies and the individual must agree to enrollment in the Kings County ACT.

B. Enrollment

- Upon receipt of an authorized Full Service Partnership ACT Referral Form from Kings County Behavioral Health, Contractor will initiate contact with the individual referred within 2 business days to setup an initial meeting to share about Kings County ACT and begin rapport building with the individual who was referred.
- Contractor will schedule subsequent meetings to continue to establish rapport and setup the initial assessment.
- Upon completion of the initial assessment and verification of the eligibility criteria, Contractor shall enroll the individual in Kings County ACT.
 - At enrollment, Contractor shall complete the following, in addition to eligibility criteria verification:
 - Open the Partner to services in Anasazi and document the following:
 - ASAM Level of Care Determination Tool;
 - Clinical Assessment;
 - Level of Care Utilization System (LOCUS);
 - Treatment Plan;
 - Release of Information Authorization;
 - Progress Notes.
 - Open the Partner to the State's Data Collection and Reporting (DCR) System and complete the following:
 - Partnership Assessment Form
 - Contractor specific forms which will be completed include: Billing Information Form, Informed Consent and Description of Services, Request for Records, Medication Administration Record and Chart Audit Form.

C. Services

- Services provided by the contractor shall be available twenty-four (24) hours a day, seven (7) day a week and may include a broad spectrum of activities including, but not be limited to:
 - Individual, family and group therapy
 - Case Management
 - Medication Support (e.g. consultation with treating physicians, assistance with transportation to and from health care appointments, and collaboration with medical support services as offered by other entities)
 - Employment Training (e.g. networking, finding a job, resume building, role playing, job etiquette and volunteer opportunities)
 - Education Support (e.g. connection to tutoring or GED preparation, college tours, presentations from educators)
 - Community Living Skills (e.g. shopping for goods, using public transportation, budgeting)
 - Encouraging involvement from family and other natural resources
 - Housing Services (e.g. finding housing that meets the Partners needs)
 - Health and Wellness (e.g. presentations from health care professionals, coordination of care with all health care providers for a Partner)

Revised Exhibit A

- Crisis Intervention (e.g. availability to Partners 24 hours a day, seven days a week in order to connect Partners to appropriate care should they experience a crisis.)
- Peer Support (e.g. peer mentoring or coaching, relationship building)
- Family Education Services (e.g. educating families to help develop their understanding of mental illness and how they can support their family member who is experiencing a SMI or COD)
- Services will be developed with a person-centered approach which is highly individualized and designed to respond to the expressed needs and desires of the Partner.
- Contractor shall complete the following ongoing documentation, assessments and tools:
 - Anasazi
 - Progress notes – For each service provided
 - LOCUS – Quarterly upon initial completion and when deemed clinically necessary
 - Clinical Assessment – Every 2 years upon initial completion
 - Treatment Plan – May update as identified by Clinician and Partner
 - DCR System
 - Quarterly Assessment Form
 - Key Event Tracking Form
 - Annual Client Satisfaction Survey
 - Contractor may additionally utilize, but is not limited to the following tools:
 - Illness Management Recovery (IMR) Scale
 - ACT Transition Readiness Scale
 - Recovery Markers Questionnaire (RMQ)
 - Substance Abuse Treatment Scale Revised (SATS-R)
 - Addiction Severity Index (ASI)
 - Wellness and Recovery Action Plan (WRAP)
- Contractor shall document all direct services according to the Kings County Behavioral Health Documentation Manual. Contractor shall document all direct services and administrative time that is invoiced to the County in Anasazi.

D. Transition and Discharge Criteria

- a. Transition of Partners to less intensive services will occur as the Partner makes sufficient progress to meet their recovery goals without Kings County ACT services. Transitions to less intensive services will be made upon mutual agreement of the Partner, Contractor and County.
- b. Partners will be discharged when they meet one or more of the following criteria:
 - i. Partner, Contractor, and County agree during a Multidisciplinary Team Meeting that the Partner has made sufficient progress to continue to meet their recovery needs in a healthy manner with a lower level of service.
 - ii. Partner decides to terminate participation in Kings County ACT.
 - iii. Partner transfers to another program that has been mutually agreed upon.
 - iv. Partner's behaviors that are unsafe to Kings County ACT team members and other Partners.
 - v. Partner moves outside of Kings County on a permanent basis.

Revised Exhibit A

- vi. Partner requires a higher level of care than can be provided as part of the Kings County ACT (e.g., serious or consistent danger to themselves or others and therefore cannot be maintained in an open setting).
- vii. Partner is incarcerated or placed in an Institute for Mental Disease (IMD).
- viii. Kings County ACT services are not likely to help the Partner maintain or improve their mental health condition according to Title 9, CCR, Section 1830.205(b)(3)(A) and (B).
- ix. Has a medical problem requiring specialized care beyond that which is available under Kings County ACT.
- x. Declines or refuses services and requests discharge, despite the Kings County ACT team members' best efforts to develop an acceptable services plan with the Partner.
- xi. Partner is not present for 30 days or more to participate in services.

E. Flex Funding

- a. Contractor may utilize Flex funding to support the Partner to achieve their goals. Flex funding must be clearly linked to a goal/strategy in the treatment plan.
 - i. Eligibility
 1. Partners who have insufficient funds to provide the materials and resources necessary to achieve their treatment goals are eligible for assistance through flex funding.
 2. Partners who have income and/or are concurrently receiving government assistance are only eligible to receive assistance through flex funding after it has been established that there are insufficient funds or no other funding sources available.
 3. Flex funding is to be used in support of the Partner and not the individual family members or support persons.
 4. Flex funds are meant to be a temporary support, and are not to be used for long-term expenses.
 - ii. Uses
 1. Flex funding may be used to pay for housing, food, clothing, transportation, educational and vocational expenses.
 2. Flex funding may also pay for medical, dental, optical care, prescriptions, and laboratory tests when the Partner or family member does not have insurance to pay for such care.
 3. Excluded purchases include items such as: alcohol, tobacco, construction or rehabilitation of housing, buildings or offices, purchasing land or buildings, illegal substances and activities, sexually explicit materials, prescription medication otherwise available through Indigent medication or prescription assistance programs, or vehicles for programs.
 4. Every attempt should be made to purchase items that are considered reasonable purchases for the assistance of the Partners, and as economical as possible.

Revised Exhibit A

5. Items purchased with flex funds become the property of the Partner and the Partner is not obligated to return the items upon leaving the program.
 6. If an expense is determined to be ongoing, the program must develop a plan for consumer self-sufficiency related to the ongoing expense.
- iii. Reimbursement
1. Contractor shall itemize expenses claimed on the Flexible Funding Expense Form, hide the Protected Health Information (PHI) and submit with the monthly invoice.
 2. Contractor shall report any reimbursement received on the Flexible Funding Expense Form for the month in which the reimbursement occurred.
 3. Contractor is required to archive all flex funding expenditure receipts for a period of at least six (6) years. There may be occasions when a copy of an archived receipt is requested.

F. Performance Goals

- a. Contractor will achieve the following performance goals:
- i. No less than 75% of program clients will show clinical improvement or stabilization.
 1. Tools to be used to measure progress: **Partnership Assessment Form, Key Event Tracking Form, Quarterly Assessment Form, Illness Management and Recovery Scale, Level of Care Utilization System, ACT Transition to Readiness Scale**
 - ii. No less than 75% of program clients will show functional improvement or stabilization.
 1. Tools to be used to measure progress: **Partnership Assessment Form, Key Event Tracking Form, Quarterly Assessment Form, Transition to Readiness Scale**
 - iii. No less than 25% of program clients with housing objectives will demonstrate progress.
 1. Tools to be used to measure progress: **Quarterly Assessment Form, Recovery Markers Questionnaire, ACT Transition Readiness Scale**
 - iv. No less than 25% of program clients with vocational and/or educational objectives will demonstrate progress.
 1. Tools to be used to measure progress: **Quarterly Assessment Form, Recovery Markers Questionnaire, ACT Transition Readiness Scale**
 - v. No less than 15% of program clients will have employment involvement.
 1. Tools to be used to measure progress: **Key Event Tracking Form, Quarterly Assessment Form, Recovery Markers Questionnaire, ACT Transition Readiness Scale**

Revised Exhibit A

- vi. 100% of program clients will be assessed for co-occurring disorders; of those who have substance abuse challenges, 50% will show stabilization and/or progress toward recovery.
 - 1. Tools to be used to measure progress: **Addiction Severity Index, Partnership Assessment Form, Recovery Markers Questionnaire, Substance Abuse Treatment Scale Revised, Level of Care Utilization System**
- vii. 100% of program clients will be connected to a Primary Care Physician and needed medical care.
 - 1. Tools to be used to measure progress: **Level of Care Utilization System, Key Event Tracking Form**
- viii. Clients will be encouraged to use Wellness Recovery Action Plan (WRAP) with 25% of clients will develop and share WRAP plans.
 - 1. Tools to be used to measure progress: **Progress Notes**

G. Staffing

- a. Contractor agrees to provide the level of staffing for the Kings County ACT program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit "B" Budget.
- b. Contractor shall ensure that each staff has completed a minimum of 4 hours of training every year in the areas of Cultural Competency, Gender Responsive Services, Co-occurring disorders, and Ethics.
- c. Contractor shall ensure that staff who provide direct services will receive annual trauma-informed training.
- d. Contractor shall maintain training records for staff for 6 years.
- e. Contractor shall ensure that direct service staff receive training and demonstrate competency in specific treatment standards for ACT services; participant confidentiality; participant screening and assessment; participant referral; CPR; communicable diseases; cultural diversity; data collection; drug testing protocols; Program Registrar procedures; and volunteer training.
- f. Once fully staffed the program will have at least three (3) fluent Spanish-Speaking members.
- g. Contractor shall compose a staff that reflects the diversity of population being served.

H. Program Setting/Hours of Operation

- a. Program Facilities Location: 530 E. Kings County Drive, Suite 102, Hanford, CA 93230
- b. Program Hours of Operation: Contractor will employ a program which follows the SAMHSA ACT Evidence-Based Practice Kit standard for providing staff availability 24/7, 365 days per year, where services are provided during times/place that are most convenient for the Partner. Office hours are Monday through Friday from 8:00 AM to 5:00 PM. Kings County ACT services will be provided on-site and in the field Monday through Friday 7:00 AM until 7:00 PM. and on weekends and holidays from 8:00 AM to 4:30 PM. Kings County ACT

Revised Exhibit A

team members will be available to provide crisis intervention 24 hours-per-day, 7 days-per-week through the on-call crisis coverage system

I. Contractor Deliverables

- a. Contractor shall comply with all reporting requests from the County.
- b. Contractor conduct quarterly SAMHSA ACT Fidelity Scale assessments and submit the findings to the County Adult System of Care Program Manger.
- c. Contractor shall adhere to the County's utilization and compliance review processes.
- d. Contractor shall designate a staff member to participate on the County Cultural Competency Committee (CCC).
- e. Contractor shall identify a suitable representative to attend regularly scheduled meetings, training sessions, or other meetings scheduled by the Director of Behavioral Health or his/her designee. Meetings shall include, but are not limited to monthly Adult System of Care Meetings, Weekly Multi-Disciplinary Team Meetings, Contract Monitoring Meetings, and Case Staffing.

Revised Exhibit B-3

Mental Health Systems, Inc.
Kings County ACT FSP
Contract: 18-087
 July 1, 2021 - June 30, 2022
PROJECT COSTS

SALARIES AND BENEFITS COSTS

<i>Position</i>	<i>Annual (12-Month) Salary</i>	<i>% of FTE Dedicated to This Program</i>	<i>Ongoing Expenses</i>	<i>Total Proposed Budget</i>
Program Manager [License Eligible]	\$ 99,840.00	100%	\$99,840.00	\$99,840.00
Clinical Supervisor [Licensed]	\$ 97,419.36	100%	\$97,419.36	\$97,419.36
Registered Nurse/Wellness Coach	\$ 80,215.29	100%	\$80,215.29	\$80,215.29
Clinician Bilingual [License Eligible]	\$ 66,560.00	100%	\$66,560.00	\$66,560.00
Clinician [License Eligible]	\$ 64,480.00	100%	\$64,480.00	\$64,480.00
Employment Specialist	\$ 52,000.00	100%	\$52,000.00	\$52,000.00
Peer/Family Support Specialist	\$ 48,551.36	100%	\$48,551.36	\$48,551.36
Housing Coordinator	\$ 52,773.22	100%	\$52,773.22	\$52,773.22
Office Manager	\$ 42,218.57	100%	\$42,218.57	\$42,218.57
Compliance Specialist	\$ 54,080.00	10%	\$5,408.00	\$5,408.00
Director of Housing	\$ 104,000.00	4%	\$4,160.00	\$4,160.00
Program Analyst	\$ 65,000.00	7%	\$4,550.00	\$4,550.00
Vice President of Clinical Services	\$ 114,400.00	25%	\$28,600.00	\$28,600.00
Total Salaries			\$646,775.80	\$646,775.80
Payroll Taxes [6.2% Social Security Withholding + 1.45%			\$49,478.35	\$49,478.35
Retirement @ 11%			\$72,407.30	\$72,407.30
Health Insurance Expense @ 6%			\$38,806.55	\$38,806.55
Total Benefits @ 24.85% of Salaries			\$160,692.20	\$160,692.20
TOTAL SALARIES AND BENEFITS			\$807,468.00	\$807,468.00

OPERATING COSTS

Building Rent & Leases	\$0.00	\$0.00
Equipment Rent & Leases	\$9,780.00	\$9,780.00
Building Repairs/Maintenance	\$7,936.00	\$7,936.00
Equipment Repair/Maintenance	\$720.00	\$720.00
Telephone & Utilities	\$28,034.00	\$28,034.00
Supplies Minor Equipment	\$2,035.00	\$2,035.00
Office Supplies	\$11,454.00	\$11,454.00
Medical/Pharmaceutical Supplies	\$1,500.00	\$1,500.00
Other Supplies	\$800.00	\$800.00
Printing	\$3,500.00	\$3,500.00

Insurance	\$15,164.00	\$15,164.00
Consultants	\$0.00	\$0.00
Staff Development/Training	\$4,990.00	\$4,990.00
Accounting/Auditing/Legal Fees	\$200.00	\$200.00
Other Business Services	\$4,000.00	\$4,000.00
Travel	\$9,244.00	\$9,244.00
Client Transportation	\$4,000.00	\$4,000.00
Tax/License/Banking Fees	\$4,996.00	\$4,996.00
Common Ground	\$0.00	\$0.00
Interpreter Services	\$500.00	\$500.00
Client Needs	\$20,250.00	\$20,250.00
Client Housing Support	\$120,000.00	\$120,000.00
TOTAL OPERATING COSTS	\$249,103.00	\$249,103.00

TOTAL DIRECT COSTS **\$1,056,571.00** **\$1,056,571.00**

Indirect Costs @ 14.9% \$157,429.00 157,429.00

TOTAL PROJECT COSTS **\$1,214,000.00** **\$1,214,000.00**

OTHER REVENUE

Client/Participant Fees	\$1,000.00	1,000.00
Client Rent Revenue	\$13,000.00	13,000.00

TOTAL OTHER REVENUE **\$14,000.00** **14,000.00**

NET PROJECT COSTS **\$1,200,000.00** **\$1,200,000.00**

Exhibit G

COUNTY OF KINGS

AGREEMENT FOR SERVICES

BETWEEN THE COUNTY OF KINGS AND MENTAL HEALTH SYSTEMS, INC.

THIS AGREEMENT is made and entered into as of the August 28, 2018, by and between the County of Kings, through its Behavioral Health Department a political subdivision of the State of California (hereinafter "County") and Mental Health Systems, Inc., a California non-profit corporation (hereinafter "Contractor").

R E C I T A L S

WHEREAS, County requires the Contractor to provide the Assertive Community Treatment (ACT) Program; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

A. 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 the Scope of Work set forth in **Exhibit A**, Budget **Exhibit B**, Kings County ADA Grievance Procedures **Exhibit C**, the Assurances and Certifications **Exhibit D**, Branding policy in **Exhibit E**, and HIPAA policy set forth in **Exhibit F** 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.

B. Contractor affirms that it has reviewed **Exhibit A** and agrees that in its professional judgment, the work can and shall be completed within the maximum amount of costs and time as set forth in this Agreement.

Exhibit G

3. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except that as set forth in **Exhibit B**. Payment for service provided under this Agreement is limited to the maximum amount of **\$1,326,136 in both Fiscal Years 2018/2019 and 2019/2020 and \$1,350,647 in Fiscal Year 2020/2021**. County shall not be liable to the Contractor for any amount in excess of the maximum amount. If the Statewide MHSA funding is reduced or discontinued by the State, compensation under this Agreement shall be terminated or reduced accordingly as set forth in the State Contract. County's obligation to make payments under this Agreement is contingent on the State making allocation for funding under the MHSA Plan to the County, and the State delivering the allocated funds under the State Contract to the County.

4. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in Section 3. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method. Contractor shall be reimbursed on a monthly basis, no later than fifteen (15) business days following receipt of a written monthly invoice to the County. Monthly invoices shall be emailed to the County no later than fifteen (15) business days after the service month. Said invoice shall indicate the services pursuant to the Scope of Work (Exhibit A). Contractor shall not be reimbursed for any services beyond the allocated monthly amount as reflected on each invoice. Contractor shall submit a final invoice within twenty (20) days after the termination of this Agreement. Contractor must obtain written approval from County for any budget line item variance greater than twenty-five percent (25%) within the approved budget (Exhibit B).

5. TERM

This agreement shall take effect at the date first written above and shall terminate on June 30, 2021. This Agreement may be extended pursuant to section 10.

6. BRANDING

Contractor shall ensure that all program outreach materials, brochures, flyers, special event announcements, and press release regarding this agreement contain the language and logo of County, in accordance with Kings County Behavioral Health branding policy Exhibit E.

7. TIME

Time for performance of this Agreement is of the essence.

Exhibit G

8. TIME OF PERFORMANCE

This Agreement shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

Work will not begin, nor claims paid for services under this Agreement until all Certificates of Insurance, a Signing Authority Form, By-Laws, Business and Professional Licenses/Certificates, Verification of Non-Profit status, IRS ID number or other applicable licenses or certificates, as required, are on file with County's representative.

9. RECORDS AND INSPECTIONS.

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

10. AMENDMENTS

This Agreement may be modified only by a written amendment signed by the parties.

11. TERMINATION

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

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

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

Exhibit G

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

- C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.
- D. Payment Not to be Construed as Waiver of Breach or Default. In no event shall any payment by County hereunder constitute a waiver by County of any breach of this Agreement or any default which may then exist on the part of Contractor, nor shall such payment impair or prejudice any remedy available to County with respect to the breach or default.

12. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to County. Such Certificate shall be mailed as set forth under the Notice Section 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. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). 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, including Employers' Liability limits of

Exhibit G

\$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Two Million Dollars (\$2,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

The 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 the County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the 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.

13. 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, protect, 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 (and its subcontractors) are responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor (and its subcontractors) 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 employees, officials 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, the

Exhibit G

performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

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

D. These indemnification obligations shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

14. INDEPENDENT CONTRACTOR

A. 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.

B. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

C. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

15. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

16. 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. Contractor shall execute and comply with Exhibit F, a Business Associate Agreement under HIPAA.

Exhibit G

17. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any 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.

18. Culturally and Linguistically Appropriate Services (CLAS) Standards

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

19. DRUG FREE WORKPLACE

Contractor warrants that it is knowledgeable of Government Code section 8350 *et seq.* regarding a drug free workplace and shall abide by and implement its statutory requirements.

20. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Kings pursuant to the Injury and Illness Prevention Program.

21. 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 or sexual orientation.

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

Exhibit G

22. 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 have available a copy of County's ADA grievance procedures as set forth in the County's ADA Self-Evaluation, which is attached to this Agreement as **Exhibit C**.

23. SUBCONTRACTORS

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

24. 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.

25. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within ten (10) days of the start of the delay.

26. NOTICE

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

COUNTY:
COUNTY OF KINGS
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:
MENTAL HEALTH SYSTEMS, INC.
9465 FARNHAM STREET
SAN DIEGO, CA 92123

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three (3) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

Exhibit G

27. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new agreement following expiration or termination of this Agreement. Contractor waives all rights to notice of non-renewal of Contractor's services.

28. CHOICE OF LAW

The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. 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.

29. 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.

30. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 9 Records and Inspections, for claims made policies Section 10 Insurance, Section 13 Indemnification, and Section 14 Confidentiality.

31. TITLES TO BE DISREGARDED

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

32. 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.

33. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES

Exhibit G

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.

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

This Agreement represents the contributions of both parties, who are each represented by competent 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.

34. AUTHORITY


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

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

COUNTY OF KINGS

By: 
Richard Valle, Chairman

AUG 28 2018

By: 
James C. Callaghan, Jr., CEO & President,
Mental Health Systems Inc.

ATTEST:


Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Colleen Carlson, County Counsel

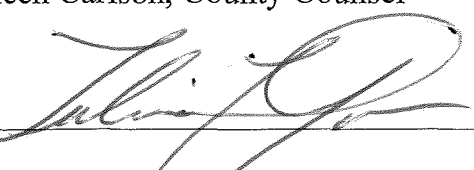
By: 

Exhibit G

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Budget

Exhibit C: Kings County ADA Grievance Procedures

Exhibit D: Assurances and Certifications

Exhibit E: Branding

Exhibit F: HIPAA

EXHIBIT A**SCOPE OF WORK**

September 1, 2018 – June 30, 2021

Contractor shall provide an Assertive Community Treatment (ACT) Program for up to fifty (50) adults and older adults, ages eighteen (18) and over, with serious mental illness (SMI) or co-occurring substance use disorders (COD). The program will be identified as “Kings County ACT” and is funded by Kings County’s Mental Health Services Act-Full Service Partnership allocation. The individuals participating in the Kings County ACT will be identified as “Partners”. The Kings County ACT program shall employ the standards set for in the Substance Abuse and Mental Health Services Administration’s (SAMHSA) ACT Evidence Based Practice Kit (<https://store.samhsa.gov/product/Assertive-Community-Treatment-ACT-Evidence-Based-Practices-EBP-KIT/SMA08-4345>).

Description of the ACT model

ACT is an evidenced-based treatment model approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) that significantly broadens the concept of what services and supports individuals with the most severe forms of mental illness need to attain recovery and live independently in the community of the individual’s choice. ACT redefines how services and supports are organized and delivered to individuals with SMI or COD. The primary goal of ACT is recovery through community treatment and rehabilitation. ACT is characterized by:

- A team approach — Practitioners with various professional training and general life skills work closely together to blend their knowledge and skills.
- In vivo services — Services are delivered in the places and contexts where they are needed.
- A small caseload — An ACT Team typically consists of 10 to 12 staff members with small caseloads so as to maximize availability and the amount of services an individual can receive in a week.
- Time-unlimited services — A service is provided as long as needed, not according to pre-set timelines.
- A shared caseload — Practitioners do not have individual caseloads; rather the team as a whole is responsible for ensuring that individuals receive the services they need to live in the community and reach their personal goals.
- A flexible service delivery — The ACT Team shall meet daily to discuss how each individual is doing. Practitioners can quickly adjust their services to respond to changes in individuals’ needs.
- A fixed point of responsibility — Rather than sending individuals to various providers for services, the ACT Team provides the services that individuals need. If using another provider cannot be avoided (e.g., medical care), the ACT team makes certain that clients receive the services they need.
- 24/7 crisis availability — Services are available 24 hours a day, 7 days a week. However, team members often find that they can anticipate and avoid crises.

A. Kings County ACT Criteria

a. Individuals 18 years of age and above with a diagnosis of a serious mental illness, defined by Welfare and Institution Code 5600.3(b) and must the following additional criteria based upon their age:

i. If 18 to 23 years of age, according to California Code of Regulations (CCR) 3620.05(b):

1. They are unserved or underserved and one or more of the following:

- a. Homeless or at risk of being homeless
- b. Aging out of the child and youth mental health system
- c. Aging out of the child welfare systems
- d. Aging out of the juvenile justice system
- e. Involved in the criminal justice system
- f. At risk of involuntary hospitalization or institutionalization
- g. Have experienced a first episode of serious mental illness

ii. If 24 to 59 years of age, according to CCR 3620.05(c) individual must meet one or more criteria in (1) or (2) below:

1. They are unserved and one of the following:

- a. Homeless or at serious risk of becoming homeless
- b. Involved in the criminal justice system
- c. Frequent users of the hospital and/or emergency room services as the primary resource for mental health treatment

2. They are underserved and at risk of one of the following:

- a. Homelessness
- b. Involvement in the criminal justice system
- c. Institutionalization

iii. If 60 years of age and above, according to CCR 3620.05(d) individual must meet one or more criteria in (1) or (2) below:

1. (1) They are unserved and one of the following:

- a. Experiencing a reduction in personal and/or community functioning
- b. Homeless
- c. At risk of becoming homeless
- d. At risk of becoming institutionalized
- e. At risk of out-of-home care
- f. At risk of becoming frequent users of hospital and/or emergency room services as the primary resource for mental health treatment

2. They are underserved and at risk of one of the following:

- a. Homelessness
- b. Institutionalization
- c. Nursing home or out-of-home care
- d. Frequent users of hospital and/or emergency room services as the primary resource for mental health treatment
- e. Involvement in the criminal justice system

- b. All involved agencies and the individual must agree to enrollment in the Kings County ACT.

B. Enrollment

- Upon receipt of an authorized Full Service Partnership ACT Referral Form from Kings County Behavioral Health, Contractor will initiate contact with the individual referred within 2 business days to setup an initial meeting to share about Kings County ACT and begin rapport building with the individual who was referred.
- Contractor will schedule subsequent meetings to continue to establish rapport and setup the initial assessment.
- Upon completion of the initial assessment and verification of the eligibility criteria, Contractor shall enroll the individual in Kings County ACT.
 - At enrollment, Contractor shall complete the following, in addition to eligibility criteria verification:
 - Open the Partner to services in Anasazi and document the following:
 - ASAM Level of Care Determination Tool;
 - Clinical Assessment;
 - Level of Care Utilization System (LOCUS);
 - Treatment Plan;
 - Release of Information Authorization;
 - Progress Notes.
 - Open the Partner to the State's Data Collection and Reporting (DCR) System and complete the following:
 - Partnership Assessment Form
 - Contractor specific forms which will be completed include: Billing Information Form, Informed Consent and Description of Services, Request for Records, Medication Administration Record and Chart Audit Form.

C. Services

- Services provided by the contractor shall be available twenty-four (24) hours a day, seven (7) day a week and may include a broad spectrum of activities including, but not be limited to:
 - Individual, family and group therapy
 - Case Management
 - Medication Support (e.g. consultation with treating physicians, assistance with transportation to and from health care appointments, and collaboration with medical support services as offered by other entities)
 - Employment Training (e.g. networking, finding a job, resume building, role playing, job etiquette and volunteer opportunities)
 - Education Support (e.g. connection to tutoring or GED preparation, college tours, presentations from educators)
 - Community Living Skills (e.g. shopping for goods, using public transportation, budgeting)
 - Encouraging involvement from family and other natural resources
 - Housing Services (e.g. finding housing that meets the Partners needs)
 - Health and Wellness (e.g. presentations from health care professionals, coordination of care with all health care providers for a Partner)

- Crisis Intervention (e.g. availability to Partners 24 hours a day, seven days a week in order to connect Partners to appropriate care should they experience a crisis.)
- Peer Support (e.g. peer mentoring or coaching, relationship building)
- Family Education Services (e.g. educating families to help develop their understanding of mental illness and how they can support their family member who is experiencing a SMI or COD)
- Services will be developed with a person-centered approach which is highly individualized and designed to respond to the expressed needs and desires of the Partner.
- Contractor shall complete the following ongoing documentation, assessments and tools:
 - Anasazi
 - Progress notes – For each service provided
 - LOCUS – Quarterly upon initial completion and when deemed clinically necessary
 - Clinical Assessment – Every 2 years upon initial completion
 - Treatment Plan – May update as identified by Clinician and Partner
 - DCR System
 - Quarterly Assessment Form
 - Key Event Tracking Form
 - Annual Client Satisfaction Survey
 - Contractor may additionally utilize, but is not limited to the following tools:
 - Illness Management Recovery (IMR) Scale
 - ACT Transition Readiness Scale
 - Recovery Markers Questionnaire (RMQ)
 - Substance Abuse Treatment Scale Revised (SATS-R)
 - Addiction Severity Index (ASI)
 - Wellness and Recovery Action Plan (WRAP)
- Contractor shall document all direct services according to the Kings County Behavioral Health Documentation Manual. Contractor shall document all direct services and administrative time that is invoiced to the County in Anasazi.

D. Transition and Discharge Criteria

- a. Transition of Partners to less intensive services will occur as the Partner makes sufficient progress to meet their recovery goals without Kings County ACT services. Transitions to less intensive services will be made upon mutual agreement of the Partner, Contractor and County.
- b. Partners will be discharged when they meet one or more of the following criteria:
 - i. Partner, Contractor, and County agree during a Multidisciplinary Team Meeting that the Partner has made sufficient progress to continue to meet their recovery needs in a healthy manner with a lower level of service.
 - ii. Partner decides to terminate participation in Kings County ACT.
 - iii. Partner transfers to another program that has been mutually agreed upon.
 - iv. Partner's behaviors that are unsafe to Kings County ACT team members and other Partners.
 - v. Partner moves outside of Kings County on a permanent basis.

- vi. Partner requires a higher level of care than can be provided as part of the Kings County ACT (e.g., serious or consistent danger to themselves or others and therefore cannot be maintained in an open setting).
- vii. Partner is incarcerated or placed in an Institute for Mental Disease (IMD).
- viii. Kings County ACT services are not likely to help the Partner maintain or improve their mental health condition according to Title 9, CCR, Section 1830.205(b)(3)(A) and (B).
- ix. Has a medical problem requiring specialized care beyond that which is available under Kings County ACT.
- x. Declines or refuses services and requests discharge, despite the Kings County ACT team members' best efforts to develop an acceptable services plan with the Partner.
- xi. Partner is not present for 30 days or more to participate in services.

E. Flex Funding

- a. Contractor may utilize Flex funding to support the Partner to achieve their goals. Flex funding must be clearly linked to a goal/strategy in the treatment plan.

- i. Eligibility

- 1. Partners who have insufficient funds to provide the materials and resources necessary to achieve their treatment goals are eligible for assistance through flex funding.
 - 2. Partners who have income and/or are concurrently receiving government assistance are only eligible to receive assistance through flex funding after it has been established that there are insufficient funds or no other funding sources available.
 - 3. Flex funding is to be used in support of the Partner and not the individual family members or support persons.
 - 4. Flex funds are meant to be a temporary support, and are not to be used for long-term expenses.

- ii. Uses

- 1. Flex funding may be used to pay for housing, food, clothing, transportation, educational and vocational expenses.
 - 2. Flex funding may also pay for medical, dental, optical care, prescriptions, and laboratory tests when the Partner or family member does not have insurance to pay for such care.
 - 3. Excluded purchases include items such as: alcohol, tobacco, construction or rehabilitation of housing, buildings or offices, purchasing land or buildings, illegal substances and activities, sexually explicit materials, prescription medication otherwise available through Indigent medication or prescription assistance programs, or vehicles for programs.
 - 4. Every attempt should be made to purchase items that are considered reasonable purchases for the assistance of the Partners, and as economical as possible.

5. Items purchased with flex funds become the property of the Partner and the Partner is not obligated to return the items upon leaving the program.
 6. If an expense is determined to be ongoing, the program must develop a plan for consumer self-sufficiency related to the ongoing expense.
- iii. Reimbursement
1. Contractor shall itemize expenses claimed on the Flexible Funding Expense Form, hide the Protected Health Information (PHI) and submit with the monthly invoice.
 2. Contractor shall report any reimbursement received on the Flexible Funding Expense Form for the month in which the reimbursement occurred.
 3. Contractor is required to archive all flex funding expenditure receipts for a period of at least six (6) years. There may be occasions when a copy of an archived receipt is requested.

F. Performance Goals

- a. Contractor will achieve the following performance goals:
 - i. No less than 75% of program clients will show clinical improvement or stabilization.
 1. Tools to be used to measure progress: **Partnership Assessment Form, Key Event Tracking Form, Quarterly Assessment Form, Illness Management and Recovery Scale, Level of Care Utilization System, ACT Transition to Readiness Scale**
 - ii. No less than 75% of program clients will show functional improvement or stabilization.
 1. Tools to be used to measure progress: **Partnership Assessment Form, Key Event Tracking Form, Quarterly Assessment Form, Transition to Readiness Scale**
 - iii. No less than 25% of program clients with housing objectives will demonstrate progress.
 1. Tools to be used to measure progress: **Quarterly Assessment Form, Recovery Markers Questionnaire, ACT Transition Readiness Scale**
 - iv. No less than 25% of program clients with vocational and/or educational objectives will demonstrate progress.
 1. Tools to be used to measure progress: **Quarterly Assessment Form, Recovery Markers Questionnaire, ACT Transition Readiness Scale**
 - v. No less than 15% of program clients will have employment involvement.
 1. Tools to be used to measure progress: **Key Event Tracking Form, Quarterly Assessment Form, Recovery Markers Questionnaire, ACT Transition Readiness Scale**

- vi. 100% of program clients will be assessed for co-occurring disorders; of those who have substance abuse challenges, 50% will show stabilization and/or progress toward recovery.
 - 1. Tools to be used to measure progress: **Addiction Severity Index, Partnership Assessment Form, Recovery Markers Questionnaire, Substance Abuse Treatment Scale Revised, Level of Care Utilization System**
- vii. 100% of program clients will be connected to a Primary Care Physician and needed medical care.
 - 1. Tools to be used to measure progress: **Level of Care Utilization System, Key Event Tracking Form**
- viii. Clients will be encouraged to use Wellness Recovery Action Plan (WRAP) with 25% of clients will develop and share WRAP plans.
 - 1. Tools to be used to measure progress: **Progress Notes**

G. Staffing

- a. Contractor agrees to provide the level of staffing for the Kings County ACT program needed to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit “B” Budget.
- b. Contractor shall ensure that each staff has completed a minimum of 4 hours of training every year in the areas of Cultural Competency, Gender Responsive Services, Co-occurring disorders, and Ethics.
- c. Contractor shall ensure that staff who provide direct services will receive annual trauma-informed training.
- d. Contractor shall maintain training records for staff for 6 years.
- e. Contractor shall ensure that direct service staff receive training and demonstrate competency in specific treatment standards for ACT services; participant confidentiality; participant screening and assessment; participant referral; CPR; communicable diseases; cultural diversity; data collection; drug testing protocols; Program Registrar procedures; and volunteer training.
- f. Once fully staffed the program will have at least three (3) fluent Spanish-Speaking members.
- g. Contractor shall compose a staff that reflects the diversity of population being served.

H. Program Setting/Hours of Operation

- a. Program Facilities Location: 530 E. Kings County Drive, Suite 102, Hanford, CA 93230
- b. Program Hours of Operation: Contractor will employ a program which follows the SAMHSA ACT Evidence-Based Practice Kit standard for providing staff availability 24/7, 365 days per year, where services are provided during times/place that are most convenient for the Partner. Office hours are Monday through Friday from 8:00 AM to 5:00 PM. Kings County ACT services will be provided on-site and in the field Monday through Friday 7:00 AM until 7:00 PM. and on weekends and holidays from 8:00 AM to 4:30 PM. Kings County ACT

team members will be available to provide crisis intervention 24 hours-per-day, 7 days-per-week through the on-call crisis coverage system

I. Contractor Deliverables

- a. Contractor shall comply with all reporting requests from the County.
- b. Contractor conduct quarterly SAMHSA ACT Fidelity Scale assessments and submit the findings to the County Adult System of Care Program Manger.
- c. Contractor shall adhere to the County's utilization and compliance review processes.
- d. Contractor shall designate a staff member to participate on the County Cultural Competency Committee (CCC).
- e. Contractor shall identify a suitable representative to attend regularly scheduled meetings, training sessions, or other meetings scheduled by the Director of Behavioral Health or his/her designee. Meetings shall include, but are not limited to monthly Adult System of Care Meetings, Weekly Multi-Disciplinary Team Meetings, Contract Monitoring Meetings, and Case Staffing.

EXHIBIT B-1
Mental Health Systems, Inc.
Kings County ACT FSP
 September 1, 2018 - June 30, 2019
PROJECT COSTS

SALARIES AND BENEFITS COSTS

<i>Position</i>	<i>Annual (12-Month) Salary</i>	<i>% of FTE Dedicated to This Program</i>	<i>Start-Up Expenses</i>	<i>Ongoing Expenses</i>	<i>Total Proposed Budget</i>
Program Manager - License Eligible	\$83,200.00	100%	\$13,867.00	\$69,333.00	\$83,200.00
Clinical Supervisor - Licensed	\$76,960.00	100%	\$12,827.00	\$64,133.00	\$76,960.00
Registered Nurse/Wellness Coach	\$79,040.00	100%	\$13,173.00	\$65,867.00	\$79,040.00
Case Manager	\$43,680.00	100%	\$7,280.00	\$36,400.00	\$43,680.00
Dual Recovery Specialist	\$41,600.00	100%	\$6,933.00	\$34,667.00	\$41,600.00
Employment Specialist	\$41,600.00	100%	\$6,933.00	\$34,667.00	\$41,600.00
Peer/Family Support Specialist	\$37,440.00	100%	\$6,240.00	\$31,200.00	\$37,440.00
Housing Coordinator	\$49,920.00	100%	\$8,320.00	\$41,600.00	\$49,920.00
Office Manager	\$41,600.00	100%	\$6,933.00	\$34,667.00	\$41,600.00
Vice President of Clinical Services	\$104,000.00	10%	\$1,733.00	\$8,667.00	\$10,400.00
Vice President of Housing	\$101,296.00	4%	\$675.00	\$3,377.00	\$4,052.00
Program Analyst	\$65,000.00	7%	\$758.00	\$3,792.00	\$4,550.00
Interns (2 - 0.50 FTE)	\$0.00	100%			\$0.00
					\$0.00
Total Salaries			\$85,672.00	\$428,370.00	\$514,042.00
Payroll Taxes [6.2% Social Security Withholding + 1.45% Medicare Withholding] @ 7.65%			\$6,554.00	\$32,770.00	\$39,324.00
Retirement @ 8.0%			\$6,854.00	\$34,269.00	\$41,123.00
Health Insurance Expense @ 12.35%			\$10,581.00	\$52,903.00	\$63,484.00
Total Benefits @ 28% of Salaries			\$23,989.00	\$119,942.00	\$143,931.00
TOTAL SALARIES AND BENEFITS			\$109,661.00	\$548,312.00	\$657,973.00

OPERATING COSTS

Building Rent & Leases	\$7,250.00	\$36,250.00	\$43,500.00
Equipment Rent & Leases	\$440.00	\$2,200.00	\$2,640.00
Building Repairs/Maintenance	\$6,500.00	\$2,196.00	\$8,696.00
Equipment Repair/Maintenance	\$1,450.00	\$4,843.00	\$6,293.00
Telephone & Utilities	\$3,597.00	\$17,984.00	\$21,581.00
Supplies Minor Equipment	\$41,040.00	\$2,160.00	\$43,200.00
Office Supplies	\$2,750.00	\$7,061.00	\$9,811.00
Medical/Pharmaceutical Supplies		\$10,400.00	\$10,400.00
Other Supplies		\$10,000.00	\$10,000.00
Printing	\$1,100.00	\$1,000.00	\$2,100.00
Insurance		\$14,285.00	\$14,285.00
Consultants		\$2,500.00	\$2,500.00
Staff Development/Training		\$4,180.00	\$4,180.00
Accounting/Auditing/Legal Fees		\$200.00	\$200.00
Other Business Services	\$1,859.00	\$5,577.00	\$7,436.00
Travel		\$12,181.00	\$12,181.00
Client Transportation		\$15,000.00	\$15,000.00
Tax/License/Banking Fees		\$10,396.00	\$10,396.00
Common Ground	\$18,400.00	\$0.00	\$18,400.00
Interpreter Services		\$7,500.00	\$7,500.00
Client Needs		\$41,250.00	\$41,250.00
Client Housing Support		\$208,675.00	\$208,675.00
TOTAL OPERATING COSTS	\$84,386.00	\$415,838.00	\$500,224.00

TOTAL DIRECT COSTS \$194,047.00 \$964,150.00 \$1,158,197.00

Indirect Costs @ 14.5% 28,137.00 139,802.00 167,939.00

TOTAL PROJECT COSTS	\$222,184.00	\$1,103,952.00	\$1,326,136.00
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OTHER REVENUE

Patient Insurance 1,000.00 1,000.00

Client Rent Revenue 10,000.00 10,000.00

TOTAL OTHER REVENUE	-	11,000.00	11,000.00
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NET PROJECT COSTS	222,184.00	1,092,952.00	1,315,136.00
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EXHIBIT B-2
Mental Health Systems, Inc.
 July 1, 2019 - June 30, 2020
PROJECT COSTS

SALARIES AND BENEFITS COSTS

<i>Position</i>	<i>Annual (12-Month) Salary</i>	<i>% of FTE Dedicated to This Program</i>	<i>Total Proposed Budget</i>
Program Manager - License Eligible	\$85,696.00	100%	\$85,696.00
Clinical Supervisor - Licensed	\$79,268.80	100%	\$79,269.00
Registered Nurse/Wellness Coach	\$81,411.20	100%	\$81,411.00
Case Manager	\$44,990.40	100%	\$44,990.00
Dual Recovery Specialist	\$42,848.00	100%	\$42,848.00
Employment Specialist	\$42,848.00	100%	\$42,848.00
Peer/Family Support Specialist	\$38,563.20	100%	\$38,563.00
Housing Coordinator	\$51,417.60	100%	\$51,418.00
Office Manager	\$42,848.00	100%	\$42,848.00
Vice President of Clinical Services	\$107,120.00	10%	\$10,712.00
Vice President of Housing	\$104,332.80	4%	\$4,173.00
Program Analyst	\$66,955.20	7%	\$4,687.00
Interns (2 - 0.50 FTE)	\$0.00	100%	\$0.00
			\$0.00
Total Salaries			\$529,463.00
Payroll Taxes [6.2% Social Security Withholding + 1.45% Medicare Withholding] @ 7.65%			\$40,504.00
Retirement @ 8.0%			\$42,357.00
Health Insurance Expense @ 12.35%			\$65,389.00
Total Benefits @ 28% of Salaries			\$148,250.00
TOTAL SALARIES AND BENEFITS			\$677,713.00

Exhibit G

OPERATING COSTS

Building Rent & Leases	\$44,670.00
Equipment Rent & Leases	\$2,640.00
Building Repairs/Maintenance	\$2,196.00
Equipment Repair/Maintenance	\$4,843.00
Telephone & Utilities	\$21,581.00
Supplies Minor Equipment	\$6,150.00
Office Supplies	\$9,061.00
Medical/Pharmaceutical Supplies	\$12,000.00
Other Supplies	\$10,000.00
Printing	\$1,000.00
Insurance	\$14,440.00
Consultants	\$2,500.00
Staff Development/Training	\$4,180.00
Accounting/Auditing/Legal Fees	\$200.00
Other Business Services	\$6,077.00
Travel	\$12,181.00
Client Transportation	\$20,000.00
Tax/License/Banking Fees	\$10,996.00
Common Ground	\$0.00
Interpreter Services	\$7,500.00
Client Needs	\$41,250.00
Client Housing Support	\$247,019.00
TOTAL OPERATING COSTS	\$480,484.00

TOTAL DIRECT COSTS **\$1,158,197.00**

Indirect Costs @ 14.5% 167,939.00

TOTAL PROJECT COSTS	\$1,326,136.00
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OTHER REVENUE

Patient Insurance 1,000.00

Client Rent Revenue 10,000.00

TOTAL OTHER REVENUE	11,000.00
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NET PROJECT COSTS	1,315,136.00
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EXHIBIT B-3
Mental Health Systems, Inc.
Kings County ACT FSP
July 1, 2020 - June 30, 2021
PROJECT COSTS

SALARIES AND BENEFITS COSTS

<i>Position</i>	<i>Annual (12-Month) Salary</i>	<i>% of FTE Dedicated to This Program</i>	<i>Total Proposed Budget</i>
Program Manager - License Eligible	\$88,192.00	100%	\$88,192.00
Clinical Supervisor - Licensed	\$81,577.60	100%	\$81,578.00
Registered Nurse/Wellness Coach	\$83,782.40	100%	\$83,782.00
Case Manager	\$46,300.80	100%	\$46,301.00
Dual Recovery Specialist	\$44,096.00	100%	\$44,096.00
Employment Specialist	\$44,096.00	100%	\$44,096.00
Peer/Family Support Specialist	\$39,686.40	100%	\$39,686.00
Housing Coordinator	\$52,915.20	100%	\$52,915.00
Office Manager	\$44,096.00	100%	\$44,096.00
Vice President of Clinical Services	\$110,240.00	10%	\$11,024.00
Vice President of Housing	\$107,369.60	4%	\$4,295.00
Program Analyst	\$68,910.40	7%	\$4,824.00
Interns (2 - 0.50 FTE)	\$0.00	100%	\$0.00
			\$0.00
Total Salaries			\$544,885.00
Payroll Taxes [6.2% Social Security Withholding + 1.45% Medicare Withholding] @ 7.65%			\$41,684.00
Retirement @ 8%			\$43,591.00
Health Insurance Expense @ 12.35%			\$67,293.00
Total Benefits @ 28% of Salaries			\$152,568.00
TOTAL SALARIES AND BENEFITS			\$697,453.00

Exhibit G

OPERATING COSTS

Building Rent & Leases	\$45,875.00
Equipment Rent & Leases	\$2,640.00
Building Repairs/Maintenance	\$2,196.00
Equipment Repair/Maintenance	\$4,843.00
Telephone & Utilities	\$21,581.00
Supplies Minor Equipment	\$6,150.00
Office Supplies	\$9,081.00
Medical/Pharmaceutical Supplies	\$12,000.00
Other Supplies	\$10,000.00
Printing	\$1,000.00
Insurance	\$14,704.00
Consultants	\$2,500.00
Staff Development/Training	\$4,180.00
Accounting/Auditing/Legal Fees	\$200.00
Other Business Services	\$6,077.00
Travel	\$12,181.00
Client Transportation	\$20,000.00
Tax/License/Banking Fees	\$11,010.00
Common Ground	\$0.00
Interpreter Services	\$7,500.00
Client Needs	\$41,250.00
Client Housing Support	\$247,183.00
TOTAL OPERATING COSTS	\$482,151.00

TOTAL DIRECT COSTS **\$1,179,604.00**

Indirect Costs @ 14.5% 171,043.00

TOTAL PROJECT COSTS **\$1,350,647.00**

OTHER REVENUE

Patient Insurance 1,000.00
Client Rent Revenue 10,000.00

TOTAL OTHER REVENUE **11,000.00**

NET PROJECT COSTS **1,339,647.00**

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.

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]

ASSURANCES AND CERTIFICATIONS

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

A. Contractor certifies and agrees that:

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

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

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

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

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

Drug-Free Workplace Government Code Section 8355


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

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

Exhibit G

Exhibit D

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

BY: 
James C. Callaghan, Jr., CEO & President
Mental Health Systems, Inc.

Behavioral Health County of Kings Branding Policy

Created August, 2009

Overview

Behavioral Health (BH) is a department within Kings County and serves as the funder, coordinator, and administrator of mental health services and alcohol and other drug services in Kings County.

The Mission of BH is to promote, support, and invest in the wellness and recovery of individuals living in the communities of Kings County. To achieve this end, BH contracts with a number of community based providers, organizations, and agencies to provide a variety of services that range from prevention, family support groups, mental health crisis response, addiction treatment, etc. In addition, BH funds a number of local programs, initiatives, and activities to also promote, support, and invest in the wellness of individuals in residing within the County.

Purpose

The services funded by BH are almost entirely funded with public dollars earmarked to provide specific services. As such, BH deems it necessary to demonstrate to the public how it: 1) utilizes those public funds; 2) exhibits the types of projects, programs, and services it is funding; and 3) generate public awareness of the collaboration between various programs in the County and the BH.

This awareness is conducted through the Branding Policy developed by BH. This Branding policy includes the following stipulations:

- Contractors, Grantors, and Providers shall ensure that all program outreach materials, brochures, flyers, special event announcements, and press releases regarding any program funded directly or in part by BH contain the language that reflects that services are funded by Kings County Behavioral Health.
- All written materials, including, but not limited to flyers, brochures, and/or other written material must contain the BH logo. This applies to any and all electronic materials as well as websites, on-line advertising, and social networking sites, etc.
- The BH Logo must appear in its original color (Black and Purple) and format, unless the entire document is going to be in grayscale or black and white. In such instance, the logo may appear in such a manner as to be uniform with the document.
- Whenever possible BH wants and the logo to appear on materials in addition to the required funding language.
- The language for the branding must be written in the following format statement: “(name of organization) (type of) services funded by Kings County Behavioral Health.”
- BH reserves the right to review materials for public use that has the branding language and logo should that service be funded by BH. Should material

containing BH language and logo, or services funded, are used in a manner that is deemed offensive, discriminatory, political, or in violation of any County wide policies, BH has a right to demand the revision of the materials or services to eliminate any identified concerns. BH reserves the right to approve the use of materials utilizing the BH Brand should the need arise.

- BH will not allow its brand to be associated with any services, program, action, that may be perceived by the public to be damaging to the County or any of its agencies, or contrary to the mission of BH.

Benefits

The branding policy ensures that BH and Kings County are afforded the appropriate recognition for its funding of and/or support of publicly available programs. The Branding policy also provides assurances for BH that its name, logo, and funding are not used in manner that may be damaging to the public or the County.

The Branding policy also works to provide the partnering agencies with a direct collaborative connection to BH and demonstrate to the public the joint effort to seeking the overall wellness of the people and communities of Kings County.

BH is available to address any concerns or issues not covered in this policy on a case by case bases.

HIPAA Business Associate Exhibit

I. Recitals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

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

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

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

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

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

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

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

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

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

and

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

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

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

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

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

IV. Obligations of County.

County agrees to:

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

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

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

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

VI. Termination.

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

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

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

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

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

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

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

VII. Miscellaneous Provisions.

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

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

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

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

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

Exhibit G

Exhibit F

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

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

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

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

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

Attachment 1

Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

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

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

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

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

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

II. System Security Controls.

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

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

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

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Behavioral Health – Lisa Lewis/UnChong Parry

SUBJECT: AMENDMENT TO AN AGREEMENT WITH WESTCARE CALIFORNIA,
INCORPORATED FOR SUBSTANCE USE DISORDER PROGRAM SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval for an amendment to an agreement with WestCare California, Incorporated (WestCare) for Substance Use Disorder (SUD) Programs for Fiscal Year (FY) 2021/2022.

Recommendation:

Approve the Amendment to Agreement Number 20-153 with WestCare California, Incorporated for substance use disorder program services, extending the term through June 30, 2022.

Fiscal Impact:

There is no impact to the County General Fund. The agreement amount is \$501,042 for FY 2021/2022. Expenses under this agreement and sufficient revenue for expenses were included in the Department's FY 2021/2022 Recommended Budget in Budget Unit 422100 (Alcohol and Other Drug Program Admin).

BACKGROUND:

WestCare has been providing SUD treatment for the adolescents of Kings County since 2007. In December of 2011, WestCare was one of several existing SUD providers who had responded to the County's Request for Proposal (RFP), and was awarded a contract. Its treatment program provides adolescent early intervention, outpatient and intensive outpatient substance use disorder/substance abuse treatment services using approved evidence based treatment curriculum.

(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

AMENDMENT TO AN AGREEMENT WITH WESTCARE CALIFORNIA, INCORPORATED FOR SUBSTANCE USE DISORDER PROGRAM SERVICES

June 29, 2021

Page 2 of 2

WestCare also provides onsite SUD treatment at its Kings County Adolescent Facility in Hanford. The priority participant ages are from 12 to 18 years old.

In November 2018, WestCare started to provide school-based services in Avenal, Corcoran, and Lemoore. At the beginning of FY 2020/2021, KCBH had two contract providers who provided school-based programs. However, the other provider could not provide services due to unforeseen circumstances. KCBH was able to coordinate with WestCare to take on additional services to continue the programs with the schools.

Under this agreement, KCBH provides oversight of the program services to comply with Federal, State, and County contract guidelines. Program oversight is also designed to meet countywide needs and State mandates for the prevention, intervention, and treatment of alcohol and other drug misuse, abuse, and addiction. The contract also has specific outcome goals including the type of participants that may be funded under the agreement, the number of individuals to be served each year by each program, and use of evidence based practices in the programs to enhance outcomes.

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

**FIRST AMENDMENT
TO AGREEMENT BETWEEN
COUNTY OF KINGS AND
WESTCARE CALIFORNIA, INC.**

This first amendment (“1st Amendment”) to Agreement No. 20-153 is made on _____, 2021, between the County of Kings, a political subdivision of the State of California (“County”), and WestCare California, Inc., a California nonprofit public benefit corporation (“Contractor”) (collectively the “Parties”).

R E C I T A L S

WHEREAS, the Agreement commenced on July 1, 2019, for Contractor to provide adolescent outpatient substance use treatment services in Kings County;

WHEREAS, Section 4 of the Agreement authorizes extending the term for one (1) additional year on the same terms and conditions and at County’s option;

WHEREAS, the Parties intend to modify the Agreement to extend its term for another year; and

WHEREAS, Section 6 of the Agreement authorizes the Parties to amend the Agreement by way of a writing.

NOW, THEREFORE, the Parties agree:

1. The following replaces Section 4 of the Agreement:

This Agreement commences on **July 1, 2019**, and terminates on **June 30, 2022**, unless otherwise terminated in accordance with its terms.

2. Exhibit B to the Agreement is replaced with **Revised Exhibit B** attached and incorporated into this 1st Amendment. Any reference in the Agreement or its exhibits to “Exhibit B” is replaced with “**Revised Exhibit B**”.

3. The recitals and exhibits are an integral and are incorporated into this 1st Amendment.

4. The Parties may execute this 1st Amendment by electronic means. The electronic signatures affixed by the Parties’ respective signatories give rise to a valid, enforceable, and fully effective agreement.

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

IN WITNESS WHEREOF, the Parties executed this 1st Amendment on the day and year first written above.

COUNTY OF KINGS

WESTCARE CALIFORNIA, INC.

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

By: Shawn Jenkins Resolution WCCA 2021-02
C911C5C431FD59B915CA3738E3472723 readySign
Shawn Jenkins
Deputy Chief Operating Officer

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:  06/07/2021
Cindy Grose Kliever, Deputy County Counsel

Exhibits/Attachments:
Revised Exhibit B: Budget/Compensation

Revised Exhibit B

WestCare California
BUDGET
Fiscal Year 2019/2020

I.	PROGRAM ADMINISTRATION PERSONNEL					
		<i>Position Title</i>	<i>Number of positions</i>	<i>Salary/Hourly</i>	<i>% of Time on Project</i>	<i>Amount</i>
	A.	Facility Director	1	-	\$4,685.47	0%
		Benefits @ 24.2 %				
		SUBTOTAL PERSONNEL EXPENSES				\$ -
II.	DIRECT PROGRAM SERVICES PERSONNEL					
	A.	Program Coordinator (Garcia, Carlos)	1	-	\$4,506.67	100%
	D	Counselor III	2	-	\$23.00	100%
	E	Counselor II	3	-	\$22.00	100%
	F.	Counselors I	1	-	\$21.00	100%
	H	Receptionist (Almaraz, Osiris)	1	-	\$16.00	100%
	I	Medical Director (Dr. Herbert Cruz)	1	-	\$195,700.00	5%
						373,784.96
		Benefits @ 24.2% of Personnel				90,455.96
		SUBTOTAL PERSONNEL EXPENSES				\$ 464,240.92
III.	OPERATING EXPENSES					
					<i>% of Expenses Toward Project</i>	
	A.	Travel			100%	7,000.00
	B.	Training Travel			100%	5,860.00
	C.	Facility Lease/Rent			100%	15,555.60
	D.	Maintenance/Repair			100%	1,000.00
	E.	Communications			100%	10,000.00
	F.	Utilities			100%	5,500.00
	G	Supplies/Expendable Equipment			100%	14,000.00
	H	Non expendable equipment			100%	2,000.00
	I	Incentives			100%	3,000.00
	J	Drug Testing			100%	2,000.00
	K	Summer Program			100%	6,000.00
	L	Medi-Cal Certification			100%	3,600.00
		SUBTOTAL OPERATING EXPENSES-Direct Services				\$ 75,515.60
		SUBTOTAL ANNUAL DIRECT EXPENSES				539,756.52
		TOTAL INDIRECT COSTS 20% of Subtotal Annual Direct Expenses				110,243.48
		TOTAL ANNUAL BUDGET				650,000.00

Revised Exhibit B

WestCare California BUDGET Fiscal Year 2020/2021

DIRECT PROGRAM SERVICES						
PERSONNEL						
A.	Program Coordinator(Garcia, Carlos)	1	-	\$4,506.67	100%	\$ 56,160.07
D	Counselor III (Florez,Sara)	1	-	\$23.00	100%	51,826.67
E	Counselor II (Ramos, Alex &Lowe, W.	2	-	\$22.00	100%	95,333.33
F.	Counselors I (Arechiga, Lupe)	1	-	\$21.00	100%	43,680.00
H	Receptionist (Almaraz, Osiris)	1	-	\$16.00	100%	33,280.00
I	Medical Director (Dr. Herbert Cruz)	0.05	-	\$201,571.08	5%	10,078.55
Total						290,358.62
Benefits @ 21.9% of Personnel						63,588.54
SUBTOTAL PERSONNEL EXPENSES						\$ 353,947.16
						<i>% of Expenses Toward Project</i>
OPERATING EXPENSES						
A.	Travel				100%	\$ 2,000.00
B.	Training				100%	2,500.00
C.	Facility Lease/Rent				100%	15,555.60
D.	Maintenance/Repair				100%	1,000.00
E.	Communications				100%	10,000.00
F.	Utilities				100%	4,000.00
G.	Supplies/Expendable Equipment	all computers need upgrade			100%	14,000.00
H.	Non expendable equipment				100%	1,000.00
I.	Incentives				100%	3,000.00
J.	Drug Testing				100%	2,000.00
K.	Summer Program				100%	5,000.00
L	Medical Certification				100%	3,532.24
SUBTOTAL OPERATING EXPENSES-Direct Services						\$ 63,587.84
SUBTOTAL ANNUAL DIRECT EXPENSES						\$ 417,535.00
TOTAL INDIRECT COSTS 20% of Subtotal Annual Direct Expenses						83,507.00
TOTAL ANNUAL BUDGET						\$ 501,042.00

Revised Exhibit B

WestCare California
BUDGET
 Fiscal Year 2021/2022

DIRECT PROGRAM SERVICES						
PERSONNEL						
A.	Program Coordinator(Garcia, Carlos)	1	-	\$4,506.67	100%	\$ 56,160.07
D	Counselor III (Florez,Sara)	1	-	\$23.00	100%	51,826.67
E	Counselor II (Ramos, Alex &Lowe, W.	2	-	\$22.00	100%	95,333.33
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OPERATING EXPENSES						
A.	Travel				100%	\$ 2,000.00
B.	Training				100%	2,500.00
C.	Facility Lease/Rent				100%	15,555.60
D.	Maintenance/Repair				100%	1,000.00
E.	Communications				100%	10,000.00
F.	Utilities				100%	4,000.00
G.	Supplies/Expendable Equipment	all computers need upgrade			100%	14,000.00
H.	Non expendable equipment				100%	1,000.00
I.	Incentives				100%	3,000.00
J.	Drug Testing				100%	2,000.00
K.	Summer Program				100%	5,000.00
L	Medical Certification				100%	3,532.24
SUBTOTAL OPERATING EXPENSES-Direct Services						\$ 63,587.84
SUBTOTAL ANNUAL DIRECT EXPENSES						\$ 417,535.00
TOTAL INDIRECT COSTS 20% of Subtotal Annual Direct Expenses						83,507.00
TOTAL ANNUAL BUDGET						\$ 501,042.00



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Child Support Services – Marie Waite

SUBJECT: INTRA-COUNTY PLAN OF COOPERATION BETWEEN KINGS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND KINGS COUNTY INFORMATION TECHNOLOGY DEPARTMENT

SUMMARY:

Overview:

The Department of Child Support Services has annually entered into an Intra-County Plan of Cooperation (POC) with the Information Technology Department (IT). This plan outlines the responsibilities of both parties for securing financial support for minor children. The primary responsibility of IT is to maintain and monitor the computer system used by Child Support Services.

Recommendation:

Approve the Intra-County Plan of Cooperation between the Department of Child Support Services and the Information Technology Department.

Fiscal Impact:

The Department of Child Support Services is 100% funded through reimbursement from intergovernmental revenue with 34% reimbursed by the state and 66% from the Federal government. As a result, there will be no impact to the General Fund with this action. The costs for IT services for Fiscal Year 2021- 2022 have been submitted in the proposed budget, Budget Unit 326000, for \$197,294. With \$130,085 designated for IT and \$67,209 for Central Services/Purchasing/Phone System.

BACKGROUND:

The Intra-County POC with the Information Technology Department was established to outline the responsibilities and guidelines for securing child support for minor children. In this regard, IT has several

(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.

**INTRA-COUNTY PLAN OF COOPERATION BETWEEN KINGS COUNTY CHILD
SUPPORT SERVICES AND KINGS COUNTY INFORMATION TECHNOLOGY
DEPARTMENT**

June 29, 2021

Page 2 of 2

responsibilities in monitoring and maintaining the computers and computer system used by Child Support Services. All child support information is considered confidential. IT maintains strict confidentiality controls over child support enforcement data files. IT additionally ensures office system and network support for the child support computer system. When necessary, IT will assign one of their staff to visit Child Support Services to solve any troubleshooting problems.

The Intra-County POC between the Kings County Department of Child Support Services and the Kings County Information Technology Department will be effective beginning July 1, 2021 and ending June 30, 2022.

Staff respectfully requests that your Board approve the Intra-County POC.

Intra-County POC has been reviewed and approved by County Counsel as to form.

INTRACOUNTY PLAN OF COOPERATION

I

PURPOSE

The following Intra-County Plan of Cooperation is entered into between the Department of Child Support Services and Department of Information Technology (hereinafter called IT) and approved by the Board of Supervisors on behalf of the County of Kings for the coordination of their respective efforts and delineation of responsibilities relating to the Title IV-D Program. For the purpose of clarity the Kings County Department of Child Support Services will be referred to as Local Child Support Agency (hereinafter called LCSA) throughout this Plan of Cooperation (hereinafter called Plan). The purpose of this Plan is to establish responsibilities and guidelines for an effective program for the securing of financial support for minor children, including, but not limited to, identification and location of absent parents, determination of paternity of children born out of wedlock, determination of the absent parent's ability to support their minor children, establishment of support obligations and enforcement of support obligations.

II

CONFIDENTIALITY

The use or disclosure of information concerning applicants and recipients will be limited to purposes directly connected with the administration of the State Plan for establishing paternity and establishing, enforcing, and modifying child support obligations pursuant to Federal and State Laws and regulations. This includes, but is not necessarily limited to, the release of information obtained in connection with establishing eligibility; determining amounts of assistance; identifying and locating putative or deserting parents; establishing paternity; enforcing support obligations; investigating welfare fraud; and any investigation, prosecution or criminal or civil proceeding conducted in connection with the administration of the State Plan. No information which identifies any applicant or recipient of public assistance by name or address shall be disclosed to any committee or legislative body. IT is responsible for safeguarding all information in accordance with 45 CFR section 303.21, 45 CFR section 303.70, and 26 U.S.C. section 6103 (p) (4).

III

STANDARDS

The parties to this Plan shall maintain an organizational structure and sufficient staff to administer and supervise all of the functions for which they are responsible under the State Plan or this Plan. In addition, the parties must meet the standards for program operations in accordance with 45 CFR sections 302 through 303.109, inclusive.

IV

RESPONSIBILITIES

The LCSA may enter into cooperative arrangements with other county departments as necessary to carry out the responsibilities imposed by the State Plan. When such a delegation of duties is made, the LCSA shall be responsible and accountable for the execution of such duties within the county and shall ensure that all such functions are being carried out properly, efficiently, and effectively.

Both parties to this Plan agree to comply with Title IV-D of the Social Security Act, implementing regulations and all Federal and State regulations and requirements promulgated thereunder.

The LCSA shall have the following responsibilities:

1. LCSA will coordinate with IT a yearly budget estimate of data processing requirements for which LCSA can reasonably project a need during that year.
2. LCSA agrees to hold IT harmless for failure to provide services due to circumstances beyond IT's control, provided that data processing service to LCSA will be made on a best effort basis by IT. IT shall, however, to the extent feasible and possible, attempt to obtain backup computer support from state or other sources in the event of prolonged equipment failure to enable it to meet it's commitment to LCSA.
3. LCSA will have the authority, to the extent necessary to meet its responsibilities, to request available technical assistance from IT in planning, developing, installing, and operating Child Support Enforcement program systems.

The Kings County Information Technology Department shall have the following responsibilities:

1. Cooperate and coordinate efforts with LCSA personnel as requested in order to provide for continued smooth, effective operations.

Other purchases of service priorities of either a continuing or special nature should not disrupt the schedule or due dates.

2. Service and rate schedules for State Fiscal Year 2021-22 are shown below and include:

Office System Support
Network Support
Network Applications
E-mail
County Web System
Service Desk System

IT TOTAL \$130,085

Central Services:

Postage/Mail Handling \$ 38,818
Print Shop \$ 1,821
Purchasing \$ 3,024

Phone System: \$ 23,546

Total Information Technology Costs: \$197,294

- a. Billings for services performed by IT Department, including System Support shall be provided to LCSA not less than monthly. Billing will be based upon a mutually agreed cost allocation that will apply equally to all other agencies and customers of IT. Billings will be submitted in the form of an itemized invoice.

Billings shall show summary charges, unless detail charges are requested, for each service performed, elapsed computer time, personnel handling, keying, or any other services for which costs incurred will be reimbursed under this Plan. LCSA will pay all costs for services rendered under this Plan in accordance with county rules and regulations. In the event of contested billings, both parties to this Plan shall enter into discussions to resolve existing or alleged differences.

- b. All service requests will be documented using IT's Service Desk request tracking system. The majority of service requests will be handled through the IT help desk using remote access software tools. Additionally, onsite support will be provided by IT when deemed necessary by IT or the LCSA.

All direct costs shall be supported by documentation identifying the service or support provided. For all labor components of service not covered in IT's standard service rates, time study information will be provided by IT to the LCSA with the monthly billing in order to qualify for reimbursement through the Budget Expenditure Claiming Application.

All direct costs relating to training IT staff, which is initiated by the LCSA and required for IT to provide required services, will be absorbed by the LCSA.

All IT Help Desk staff will participate in the annual mandatory Security Awareness for Everyone (SAFE) training. A hard copy or email of the certificate will be forwarded to the LCSA for documentation of completion.

3. All payments made to IT are subject to state and federal audit. Any portion of payment made to IT determined by audit to be ineligible for federal reimbursement shall be resolved between LCSA and the state or federal agency involved.
4. IT will assign staff most knowledgeable in LCSA applications within IT staffing limitations.
5. In the event of a rate change by IT, a separate rate schedule providing the new rates will be submitted promptly to LCSA. The new rate schedule will become an addendum to this Plan and in no way change the validity of said Plan.
6. IT will distribute overhead costs that cannot be directly charged under this agreement in accordance with approved state cost allocation plans.
7. IT shall maintain strict confidentiality controls over Child Support Enforcement data files. Information in the computer system as well as access, use, and disposal will be in accordance with the provision of 45 CFR section 205.05. The use or disclosure of information concerning the applicants and recipients of child support services shall require LCSA approval and shall be limited to persons directly connected with IT administrative and data processing functions.
8. IT shall, within resource limitations, produce end products (i.e., computer output) of such quality, accuracy, and completeness as to meet documented State and Federal requirements in so far as the input provided by LCSA is accurate and complete.
9. IT shall, in conjunction with LCSA, obtain prior approval from the State Department of Child Support Services before acquiring services or equipment that is used primarily for child support enforcement program. IT will comply with 45 CFR section 95.600 *et seq.* and 45 CFR sections 74.4 through 74.48, inclusive, in conducting procurements.
10. IT is an equal opportunity employer. IT shall not discriminate against employees on the basis of their race, sex, religion or age.

V

FINANCIAL PROVISIONS

The LCSA shall maintain an accounting system and supporting fiscal records adequate to ensure that claims for Federal funds are in accordance with applicable Federal and State requirements. All expenditures, to be eligible for Federal Financial Participation must be claimed as outlined in 45 CFR sections 304.1 through 304.95, inclusive and Manual of Policies and Procedures division 25.

VI

TERM

This Plan shall begin effective July 1, 2021, and end effective June 30, 2022. It shall be renewed upon the same terms for additional periods of 12 months contingent upon written agreement of both parties. Amendments may be made at any time including during renewal negotiations and shall be incorporated into this Plan through a writing signed by all parties.

Should IT be found deficient in any aspects of performance under this Plan or fail to perform under the agreed standards, IT will have the responsibility of submitting a proposed corrective action plan to LCSA. The corrective action plan shall identify specific action to be taken to correct the deficient performance areas and be submitted within 45 days after notification of the deficiencies. Should IT fail to present a corrective action plan as required or fail to take appropriate corrective action, this Plan will automatically terminate.

VII

GENERAL PROVISIONS

All records and documentation shall be maintained in accordance with Federal and State requirements and shall be made available to State and Federal personnel for the purpose of conducting audits of the program.

Exhibit A outlines further safeguarding procedures now required by Federal guidelines. Exhibit A is incorporated into this Plan by this reference as though fully set forth. IT is designated as "contractor" and the LCSA is designated as agency in Exhibit A.

Marie Waite 06/03/21
Marie Waite Date
Director
Department of Child Support Services

JM D 5/26/2021
John Devlin Date
Chief Information Officer
Information Technology
Department

Approved By: County of Kings

By: Craig Pedersen, Chairman
Kings County Board of Supervisors

Attest:

Catherine Venturella
Clerk of the Board

EXHIBIT A

(Original contract language as outlined in Exhibit 7, IRS Publication 1075)

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Kings County Department of Public Health – Edward Hill

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH KINGS COMMUNITY ACTION ORGANIZATION, REGION IX, MIGRANT/SEASONAL, AND EARLY HEAD START PROGRAMS

SUMMARY:

Overview:

The purpose of this agreement is to establish and maintain cooperation between the Kings County Department of Public Health Child Health and Disability Prevention Program and the Kings Community Action Organization Head Start Program to identify preventative and treatment resources and ensure blood lead screenings for children enrolled in Medi-Cal and for non-Medi-Cal children who do not have insurance.

Recommendation:

- a. Approve the Memorandum of Understanding with Kings Community Action Organization for the Head Start Program, effective from July 1, 2021 to June 30, 2023; and
- b. Authorize the Director of Public Health to sign the Memorandum of Understanding with Kings Community Action Organization for the Head Start Program.

Fiscal Impact:

There are no General Fund costs associated with this item.

BACKGROUND:

The Kings County Department of Public Health, Child Health, and Disability Prevention Program (CHDP) and the Kings Community Action Organization Head Start Program share the common goals of prevention, identification, and treatment. Both agencies seek to link children and their families into an ongoing comprehensive health care system. All children who are enrolled in Head Start are eligible for CHDP Health Assessment Services. Good

(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

MEMORANDUM OF UNDERSTANDING WITH KINGS COMMUNITY ACTION ORGANIZATION, REGION IX, MIGRANT/SEASONAL, AND EARLY HEAD START PROGRAMS

June 29, 2021

Page 2 of 2

communication and a systematic, coordinated approach between the Kings County Public Health Department and Kings Community Action Organization ensures the preventative health and educational needs for children who are eligible for both services. Additionally, Kings Community Action Organization purchased a LeadCare Analyzer II in 2009, which through this agreement will give to the Kings County Public Health Department Lab in exchange for 100 free blood lead screenings for Head Start children who do not have full scope Medi-Cal or private Insurance. Once the 100th free screening is done, the machine will belong to the Kings County Health Department outright.

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

HEAD START

Memorandum of Understanding (MOU)

Memorandum of Understanding
Fiscal Year 2021-2023

**KINGS COUNTY DEPARTMENT OF PUBLIC HEALTH
CHILD HEALTH AND DISABILITY PREVENTION PROGRAM**

AND

**KINGS COMMUNITY ACTION ORGANIZATION
REGION IX, MIGRANT/SEASONAL AND EARLY HEAD START PROGRAMS**

I. INTRODUCTION:

The County of Kings ("County"), on behalf of the County Department of Public Health, Child Health and Disability Prevention Program ("CHDP") and the Kings Community Action Organization Head Start Program share common goals of prevention, identification, and treatment. Both agencies seek to link children and their families into an ongoing comprehensive health care system. All enrolled children in Head Start are eligible for CHDP Health Assessment Services. If an enrolled child has private insurance, services will be obtained from their primary care provider.

For purposes of this Memorandum of Understanding ("MOU"), an "enrolled child" is defined as one who has gone through Kings Community Action Organization Head Start's enrollment procedures, has been assigned an enrollment slot, and has attended at least one classroom day or has completed one home visit in Early Head Start, or Family Child Care.

Children eligible for Medi-Cal receive comprehensive health services through the Early and Periodic Screening, Diagnosis and Treatment Program, jointly financed by Federal and State funds and administered by the CHDP. Other children (non Medi-Cal) enrolled in Head Start will receive health assessment services through the state appropriation provided to CHDP.

II. THE PRIMARY GOALS OF THIS MOU ARE AS FOLLOWS:

- A. To establish a systematic approach of consultation and collaboration between CHDP, CHDP Providers and the Head Start Program, thereby expanding the scope of available services. This approach will include the following:
 - 1. Facilitating a smooth flow of information between the two agencies.
 - 2. Identification of common problem areas and working together to problem solve.
- B. To promote a closer working relationship between the CHDP Program, CHDP Providers, and Head Start.

III. CHDP HEALTH ASSESSMENT SERVICES TO BE PROVIDED:

A. CHDP

1. CHDP provides the following (age-appropriate) services, most of which are required by the Head Start Performance Standards:
 - History and Physical exam, including developmental history and assessment
 - Dental Screening
 - Nutrition assessment (WIC)
 - Visual Acuity (Snellen eye test or its equivalent)
 - Audiometric test of hearing
 - Urine dipstick/or urinalysis
 - Tuberculin Test - Mantoux (intracutaneous test)
 - Height, Weight and Blood Pressure, Head Circumference
 - Immunizations as needed
 - Lead Screening
 - Hemoglobin or Hematocrit test
 - Other selected tests, such as fasting blood sugar, cholesterol, sickle cell status, intestinal parasites or whatever may be medically indicated.
2. CHDP exams are offered according to age-appropriate required procedures which can be found in the State CHDP regulations.

B. HEAD START:

When the non Medi-Cal and non-private insured (uninsured) child needs follow-up diagnosis and treatment services, the Head Start Program is required by Head Start Performance Standards to obtain or arrange for those services from existing community resources and to help families find funds to pay for necessary services. Head Start funds are to be used when no other source of funding is available. To help meet this responsibility, the Head Start Program will establish Health Budgets from Programmatic and income generated funds so that no child is deprived of needed medical/dental care.

C. BOTH HEAD START and CHDP:

1. Both Programs will cooperate in identifying treatment resources required for both the Medi-Cal and non Medi-Cal, non-private insured child.
2. The lead screen is a covered Medi-Cal benefit and can be provided at no cost for enrolled children with full-scope Medi-Cal.

IV. PROVIDERS OF SERVICE:

- A. CHDP: The CHDP will make available the full range of health services to Head Start children. The CHDP will provide lists of authorized Providers to Head Start staff. The range of possible types of CHDP health screening Providers will include:
- Private Physicians
 - Health Department Clinics
 - Hospital Out-patient Departments
 - Local Rural Health Centers
- B. HEAD START: The Kings Community Action Organization Head Start Program will refer children to approved CHDP Providers for health assessment services. CHDP Providers and Head Start Program have a responsibility to assure provision of complete health services. When the Head Start Program has difficulty obtaining complete or satisfactory services from a CHDP Provider, the Head Start Program shall inform the CHDP of this problem and jointly will attempt to reach a resolution.
- C. HEAD START: All children without insurance who have a CHDP Health Assessment will have presumptive eligibility for Medi-Cal for the month of the CHDP assessment and the following month. Head Start will assist the families in applying for Medi-Cal or other health coverage.

VI. COORDINATION OF PROGRAM ACTIVITIES:

The coordination of program activities will be ongoing and will be accomplished by a variety of methods, including the following:

1. Participation of the CHDP Deputy Director or designee on the Head Start Health Services Advisory Council. (HSAC)
2. The Head Start Health Manager and/or the Kings County Department of Public Health, CHDP Program will provide general information meetings as requested or as needed, for the purpose of updating resources. Also in-service programs as necessary to carry out the Head Start Health Service Area goals and objectives.
3. Written communications between the two agencies as necessary.
4. Participation of the Head Start Health Manager on local Health Committees.

VII. LEAD SCREENINGS:

- A. The goal of this MOU between Kings County Department of Public Health and KCAO Head Start is to provide screening with the LeadCare Analyzer II and deliver timely documentation of the results. In 2009, the Head Start Program purchased the LeadCare Analyzer II, (LeadCare II), a point-of-care lead screening tool kit. Using the LeadCare Analyzer II allows the blood lead screening to be a waived test. However, regulations still required that a Clinical Laboratory Improvement Act Certificate of Waiver be approved. Without direct medical or laboratory support, Head Start is unable to use the equipment. Cost for the equipment and related supplies were approximately \$2,000. Additional purchased supplies by Head Start have since expired and are not part of this MOU.
- B. The purpose of this MOU: Head Start is unable to use the LeadCare II machine. The Kings County Public Health Laboratory has authority to use the machine and with the machine will be able to expand services for all children who need the blood lead screening test. The Kings County Public Health Lab is one of very few local providers able to do the finger stick blood lead screen. Reference labs often prefer the venipuncture test which is much more traumatic for children less than six years of age.
- C. The Head Start Program agrees that:
1. The LeadCare II machine will be given to the Kings County Laboratory.
 2. The purchase cost of the LeadCare II with some supplies will be \$2,000.
 3. Payment for the LeadCare II will be in the form of credit at no charge for the first 100 children enrolled in Head Start who do not have full scope Medi-Cal or a private insurance that the Kings County Department of Public Health is able to bill for services.
- D. The Kings County Department of Public Health agrees that:
1. The Health Department will accept full responsibility for the use and maintenance of the LeadCare II machine.
 2. The Health Department will track the number of Head Start children who present for the blood lead screen and do not have Medi-Cal or a private insurance the County can bill.
 3. The Health Department will inform Head Start quarterly regarding the number of children that have been served.
 4. The first 100 Head Start children who do not have any insurance coverage will be screened at no cost to Head Start.
 5. Once the 100th child is screened, Head Start will be informed. The Head Start program will therefore pay the Kings County Laboratory \$20.00 per Lead Screen test for enrolled children without full scope Medi-Cal or other health coverage that covers the cost of the test.

Both Agencies agree that:

1. After the first 100 children are screened at no charge to Head Start, the LeadCare Analyzer II will be the sole property of the Kings County Public Health Laboratory.

VIII. COVID-19 GUIDANCE:

A. KCDPH-KCAO: The purpose is to provide a services agreement to engage KCDPH to guide and implement COVID-19 education services and testing program(s) jointly to entities of KCAO programs. As of March 13, 2020, the President of the United States declared a national emergency as a result of COVID-19 pandemic and whereas, on March 4, 2020, the Governor of the State of California signed an emergency disaster declaration regarding the COVID-19 pandemic.

1. The ability to safely and efficiently provide guidance to KCAO entities is essential to effectively reopen society in the midst of a pandemic in Kings County. It is an effective strategy for containment during most infectious disease outbreaks to quarantine those individuals infected and prevent the disease from being spread.
2. KCDPH provides the following services:
 - COVID-19 Guidance
 - Role of Contact Tracing
 - Lab Testing
 - COVID-19 Vaccinations
 - Information Technology/Data Management
 - General Considerations and Assumptions

B. The Kings County Department of Public Health agree that:

1. The Health Department will provide guidance to KCAO entities on COVID-19 mitigation strategies for children and families of Head Start and Child Development Programs on the merit of virtual-based technologies, onsite visitations, if applicable.
2. The Health Department will work closely with all major social service organizations throughout Kings County and will initiate contact with the appropriate agencies regarding the anticipated needs of COVID-19 positive individuals or contacts of Head Start and Child Development Programs, as necessary.
3. The Health Department, subject to protocol and testing availability, will ensure testing availability for KCAO children, families, and staff, with a known contact positive with COVID-19 and one symptom from any of the following: fever, chills, cough, shortness of breath, difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion, runny nose, nausea, vomiting, diarrhea, and asymptomatic populations based on potential high-risk exposures.
4. In a joint effort, the Health Department and KCAO, will use a secure, HIPAA-compliant data system to record required information and to share this information with staff conducting initial interviews and performing contact outreach and follow-up.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Department of Public Health – Edward Hill

SUBJECT: ADVERSE CHILDHOOD EXPERIENCES AWARE INITIATIVE

SUMMARY:

Overview:

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

Recommendation:

- a. **Approve the Amendment to the Agreement with Aurrera Health Group for the Adverse Childhood Experiences Aware Program, extending the term through September 30, 2021; and**
- b. **Authorize the Director of Public Health to sign the Amendment with Aurrera Health Group for the Adverse Childhood Experiences Aware Program, extending the term through September 30, 2021.**

Fiscal Impact:

There will be no impact to the General Fund. The amount allocated by the California Department of Health Care Services for Fiscal Year (FY) 2020-2021 is \$390,000, and has been allocated to Budget Unit 419600 (Health Department Grants), Account 85145 (St Aid – ACE's). There are no additional funds associated with the extension of program activities. However, there are \$191,219 in unspent funds from the initial term and allocation that will now be expended during the three-month extension, as outlined in Appendix F of the amendment.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

ADVERSE CHILDHOOD EXPERIENCES AWARE INITIATIVE

June 29, 2021

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(Cont'd)

BACKGROUND:

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

The California Department of Health Care Services, through the ACEs Aware grant administrator Aurrera Health Group, has offered grantees a three or six month no-cost grant extension to compensate for delays caused by the Coronavirus 2019 (COVID-19) pandemic. No additional funds will be awarded and grantees must have a plan in place to continue grant activities that would otherwise not be completed. The Kings County ACEs Aware Collaboration has been able to complete the majority of grant activities during the initial award period and only requires a three-month grant extension.

On April 20, 2021, the Board approved agreements with each of the three grant partners and authorized the Director of Public Health to modify said agreements so long as the changes are only ministerial without requiring further Board Approval. These agreements will congruently be extended from July 30, 2021 to September 30, 2021.

The mission of the Kings County Department of Public Health is to promote and protect the health and well-being of Kings County residents through education, prevention, and intervention. The training, engagement activities, and communications plan to be supported with these funds will allow the Kings County Department of Public Health to raise awareness about the role ACEs play in the communities' health, and lead the collaborative effort necessary to mitigate the impact.

The amendment has been reviewed and approved by County Counsel as to form. A copy of the full agreement is available with the Clerk to the Board for your review.

Appendix E

Aurrera Health Group and Kings County Department of Public Health Consulting Agreement Amendment

This amendment (“Amendment”) is effective June 30, 2021 between Aurrera Health Group (“Aurrera”) and Kings County Department of Public Health and amends the original agreement (“Agreement”) entered into on June 30, 2020.

Provisions not mentioned here remain unchanged. All the terms and conditions in the original contract stay intact and unchanged. Except as set forth in this Amendment, the Agreement shall continue in full force and effect according to its terms. If there is conflict between this Amendment and the Agreement or any prior amendment(s), the terms of this Amendment shall prevail.

The agreement is amended as follows:

Original Contract Period: Begin June 30, 2020 and conclude on June 29, 2021.

Amended Contract Period: Begin July 1, 2021 and conclude on September 30, 2021.

Grant Award:

The total grant award does not change. Any shifts of funds between grant types will be proposed to the Grant Liaison and presented to Aurrera leadership for review. Payment will be made after Aurrera has determined satisfactory amendment of the contract, timely submission of required quarterly reports, and determination the Grantee is in good standing. All Grant funding is subject to final amendment approval and available state funding for the ACEs Aware initiative.

Record Retention:

a. The Grantee shall retain all financial records, supporting documents, statistical records, and all other records in accordance with 45 CFR section 75.361. At minimum, the Grantee agrees to retain all receipts and expense documents acquired during the duration of this grant for at least 5 years after the grant end date. The Grantee will be responsible for providing those documents to Aurrera as requested for any audits that may occur during or after the contract has been completed.

b. Grantees shall retain all records that substantiate the activities, deliverables, and costs under this contract. This includes, but is not limited to:

- Personnel costs
- Proof of purchase for all related equipment and supplies
- Proof of costs and payments for subcontracted providers
- Job descriptions for key staff
- Protocols and workflows as identified in the scope of work

c. Aurrera and DHCS have the right to access any documents, papers, or other records of the Grantee which are pertinent to the Agreement, for the purpose of performing audits, examinations, excerpts and transcripts. The right to access records also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to the requested documents.

d. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Grantee.

Scope of Work:

The specific services the Grantee will provide are set forth in, the Scope of Work ("SOW") attached as Appendix A. In addition to those activities, the Grantee will be using funding to develop an e-learning system where the supplemental trainings can be accessed by the public at any time. The Grantee is also creating a tool kit around ways to sustainably maintain a robust Network of Care. Unless otherwise noted, the Grantee agrees to complete the activities outlined in the original SOW and augmented with activities outlined in Appendix F (Work Plan).

IN WITNESS WHEREOF, the parties have executed this Agreement.

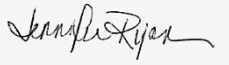
Kings County Department of Public Health

Aurrera Health Group

Date: _____

Date: 06/24/2021

Signature: _____

Signature:  _____

Name: _____

Name: Jennifer Ryan

Title: _____

Title: Executive Vice President

Appendix F

Work Plan

Timeline & Activities	Estimated Invoice Amount
May 2021	\$38,243.85
<ul style="list-style-type: none"> Peer to Peer: Monitor, Evaluate and improve referral process 	
<ul style="list-style-type: none"> Network of Care: Becoming a TINOC: Accountability 	
<ul style="list-style-type: none"> Provider Training: Host of trainings and creation of E-learning platform for continuity 	
<ul style="list-style-type: none"> Communications: provider and Network of care outreach, community toolkit, Dear Kings county video, website management to host toolkit and incentivized program. 	
June 2021	\$38,243.85
<ul style="list-style-type: none"> Peer to Peer: Conducting a readiness assessment 	
<ul style="list-style-type: none"> Network of Care: Understanding How your Organizational Services Helps Reduce Toxic Stress 	
<ul style="list-style-type: none"> Network of Care: Formation of the Kings County Referral Exchange ad hoc committee of Kings United Way. 	
<ul style="list-style-type: none"> Provider Training: Host of training and creation of E-learning platform for continuity 	
<ul style="list-style-type: none"> Communications: provider and Network of care outreach 	
July 2021	\$38,243.85
<ul style="list-style-type: none"> Peer to Peer: Define clinical roles and tasks 	
<ul style="list-style-type: none"> Network of Care: Tools for creating trauma informed organizational policies and protocols 	
<ul style="list-style-type: none"> Finalize prioritization list of providers to engage for Unite Us platform and arrange demonstrations. 	
<ul style="list-style-type: none"> Provider Training: E-learning upkeep 	
<ul style="list-style-type: none"> Communications: provider and Network of care outreach 	
August 2021	\$38,243.85
<ul style="list-style-type: none"> Peer to Peer: Provider guide to community resources: Gather resources and get to know your Network of Care 	
<ul style="list-style-type: none"> Network of Care: Community planning- continuation of a Network of Care. Financial needs and accountability 	
<ul style="list-style-type: none"> Provider Training: E-learning upkeep 	
<ul style="list-style-type: none"> Communications: provider and Network of care outreach 	

September 2021	\$38,243.90
<ul style="list-style-type: none"> Peer to Peer: Best practices speaker panel 	
<ul style="list-style-type: none"> Network of Care: Leadership Panel: Identifying community leaders to push the work forward 	
<ul style="list-style-type: none"> Enroll 15-20 providers into the Kings County Referral Exchange System as a result of engagement. 	
<ul style="list-style-type: none"> Provider Training: E-learning upkeep 	
<ul style="list-style-type: none"> Communications: provider and Network of care outreach 	



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Department of Public Health – Edward Hill/Darcy Pickens
SUBJECT: **KINGS CARES: ESSENTIAL WORKFORCE SUPPORT PROGRAM
CONTRACT AMENDMENT**

SUMMARY:

Overview:

Current data on the Novel Coronavirus 2019 (COVID-19) indicate that the essential services workforce and certain geographic areas are at higher risk for poor social and physical health outcomes due to COVID-19. One identified cause is the inability of these populations, to isolate or quarantine successfully due to significant socioeconomic barriers. The Kings Cares program was designed to address these barriers through intense case management and financial support that keeps families as whole as possible, thereby also helping to slow the spread of the virus through the County. While the program was originally designed solely for essential workers, it has since expanded to additional high-risk populations in low HPI areas, offering much-needed support to Kings County families facing tremendous hardship related to a positive COVID-19 diagnosis. Continuing this support in the coming 2021/2022 fiscal year is critical as we emerge into the recovery phase of the COVID-19 pandemic.

Recommendation:

Approve the Amendment with Kings Community Action Organization for continued administration of the Kings Cares Essential Workforce Support Program, extending the current term through June 30, 2022.

Fiscal Impact:

Services provided through this contract are funded through the Epidemiology and Laboratory Capacity Enhancing Detection Expansion grant, and will not exceed the maximum awarded amount of \$500,000. These funds are part of the \$8.3 million approved by the Board on April 13, 2021 to remain in the Department of Public Health’s budget for these purposes.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

KINGS CARES: ESSENTIAL WORKFORCE SUPPORT PROGRAM CONTRACT AMENDMENT

June 29, 2021

Page 2 of 2

BACKGROUND:

While spread of the COVID-19 virus has slowed in California, Kings County now has the opportunity to get ahead of a potential fourth wave through concentrated, immediate support to COVID-positive individuals and their families. Though the Kings County Department of Public Health (KCDPH) continues working to mitigate further impacts from the virus through continued testing, vaccination and increased depth of contact tracing and case management, the Kings Cares program support for residents still being impacted is critical. Through this combination of efforts, KCDPH seeks to minimize further harm from COVID-19 and avoid additional State-ordered interventions, such as the closing of certain business sectors and stay-at-home orders.

The main goal of the Kings Cares program continues to be to ensure compliance with isolation and quarantine processes necessary to slow the spread of COVID-19 among the county's most vulnerable populations by keeping families as "whole" as possible. Kings Cares connects people to both short and long-term resources that can help build healthier families well beyond the current pandemic. Without appropriate support, a COVID diagnosis or quarantine order creates yet another seemingly insurmountable barrier after well over a year of hardships, loss, and severe financial strain.

Under the proposed contract extension, Kings Community Action Organization (KCAO) will continue to provide financial and logistical support to individuals and household members who test positive for COVID-19, seven days a week from 8:00 AM to 5:00 PM each day. KCAO will be reimbursed for these services up to a maximum of \$500,000 between July 1, 2021 and June 30, 2022.

KCAO has been administering this program since September 1, 2020. In that time, the program has received over 1,000 referrals and served over 850 individuals, with 98% of participants served able to successfully complete isolation or quarantine. All eligible households received toiletries and cleaning supplies, 98% received food support, 58% received wage replacement to cover bills such as utilities and rent, and 16% received support outside these areas, such as the purchase of diapers or medication. Essential workforce sectors served to date include agriculture (23%), food processing and packing (11%), grocery and food delivery (9%), healthcare (13%), public safety (2%), government service (13%), education (4%) and manufacturing (3%), as well as family members of essential workers (8%) and residents of Avenal (1%), Corcoran (2%) and the low HPI census tracts of Hanford (7%).

The COVID-19 pandemic requires that this support be continued. These services help limit community transmission and avoid the crisis points experienced during the past year. A discontinuation of these services would put Kings County residents at unnecessary risk for further detrimental impacts from this virus, affecting not only the essential workforce, but the broader community as well.

In summary, the continuation of a contract with KCAO for the administration of the Kings Cares program is in the best interest of the residents of Kings County to mitigate the impact of COVID-19 on the essential workforce and other disproportionately impacted populations. The various types of services and support to be provided, KCAO's experience running the program, and a 98% success rate with current clients, as well as the nature of the COVID-19 pandemic all justify the continuation of this contract.

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

**SECOND AMENDMENT
TO AGREEMENT NO. 20-088
COUNTY OF KINGS**

This Second Amendment to Agreement No. 20-088 (2nd Amendment) is made and entered into on _____, 2021, between the County of Kings, a political subdivision of the State of California (“County”) and Kings Community Action Organization, Incorporated, a private non-profit California corporation (“Contractor”) (collectively “Parties”).

R E C I T A L S

WHEREAS, the Parties entered into Agreement No. 20-088, on August 25, 2020 (the “Agreement”), for a term of four (4) months from September 1, 2020 through December 30, 2020;

WHEREAS, the Parties amended the Agreement to extend the term through July 30, 2021 (“1st Amendment”);

WHEREAS, the County continues to need supportive services necessary for the isolation and quarantine of positive COVID-19 essential service workers;

WHEREAS, the Parties intend to extend the term of the Agreement, modify the Scope of Work, the matrix of allowable expenses, and the process flow chart, and include Contractor’s reporting template; and

WHEREAS, Section 6 of the Agreement authorizes the Parties to amend the Agreement by a written, executed document.

NOW, THEREFORE, the Parties mutually agree:

1. Section 1 of the Agreement is amended to read as follows:

County engages Contractor and Contractor shall perform and carry out the services set forth in:

A. **Exhibit A, Exhibit B and Exhibit C**, for the period beginning on September 1, 2020, through June 30, 2021; and

B. **Exhibit -1A, Exhibit B-1, and Exhibit C-1**, for the period beginning on July 1, 2021, through June 30, 2022.

2. Section 2 of the Agreement is amended to read as follows:

Contractor represents that it possesses the requisite skills necessary to perform the work under this Agreement and County relies upon such representations. Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A, Exhibit B, Exhibit C, Exhibit A-1, Exhibit B-1, Exhibit C-1** 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, and permits required to perform the work under this Agreement.

3. Section 3 of the Agreement is amended by the insertion of the following as Section 3(D) into the section:

D. The County shall not pay, nor is Contractor entitled to receive any additional consideration, compensation, or other remuneration under this Agreement. The County shall compensate Contractor for services rendered under this Agreement a maximum of Five-Hundred Thousand Dollars (\$500,000) for the fiscal year beginning on July 1, 2021, and ending on June 30, 2022. Because Contractor already holds the necessary resources to initiate this program, the County shall distribute funds based on monthly program costs as invoiced by Contractor no later than the fifteenth (15th) day of each month.

4. Section 4 of the Agreement is amended to read as follows:

This Agreement commences on September 1, 2020, and terminates on June 30, 2022, unless the Parties extend it by mutual consent, or until the Agreement terminates in accordance with its other provisions.

5. Contractor shall use the reporting template attached as **Exhibit E** to this 2nd Amendment for the fiscal year beginning on July 1, 2021, through the termination of the Agreement. The details of Contractor's reporting obligations are contained in **Exhibit A-1, Exhibit B-1** and **Exhibit C-2**.

6. The recitals and exhibits are an integral part of this 2nd Amendment and are incorporated by this reference.

7. All other terms and conditions of the Agreement and 1st Amendment remain in full force and effect.

8. The Parties may execute this 2nd Amendment by electronic means. The electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.

9. Each signatory to this 2nd Amendment represents it is authorized to enter into this 2nd Amendment and to bind the party that its signature represents.

IN WITNESS WHEREOF, the Parties executed this 2nd Amendment on the day and year first written above.

COUNTY OF KINGS

KINGS COMMUNITY ACTION
ORGANIZATION, INCORPORATED


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

By:  _____
Jeff Garner, Executive Director


ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By:  _____
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Lee Burdick, County Counsel

By:  _____ 06/15/2021
Cindy Grose Kliever, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A-1:** Scope of Work for Fiscal Year 2021/2022
- Exhibit B-1:** "What's Allowable" Matrix for Fiscal Year 2021/2022
- Exhibit C-1:** Process Flow Chart for Fiscal Year 2021/2022
- Exhibit E:** Reporting Template for Fiscal Year 2021/2022

Exhibit A-1

Scope of Work - KCAO

This program is designed to assist in slowing the spread of the Novel Coronavirus 2019 (“COVID-19”) throughout Kings County. Current data on COVID-19 indicates the virus’ spread continues throughout the essential services workforce. This workforce has been identified as “essential” because the goods and services they provide are required for continued sustainment and survivability of the general public. A few of these essential goods and services consist of health care, public safety, agricultural/farming, food processing, packing houses, food delivery (grocery stores, restaurants, etc.), manufacturing, and governmental services. As such, these entities do not shut down secondary to positive COVID-19 cases within their respective workforce. Additionally, high-priority areas for COVID-19 response have been identified in recent months, based on COVID-19 case rates Healthy Places Index (“HPI”) rankings. Said system assigns a score to each California zip code based on health outcomes as related to the social determinants of health. Known challenges exist for the essential workforce such as access to healthcare and healthy food, income and education levels that put them at higher risk for experiencing negative impacts related to the pandemic.

Early programs were created to assist this workforce with isolation support so the transmission of the virus could be slowed within their respective homes and families. For example, Hotels for Healthcare provides individuals who work in the healthcare and/or the correctional facility industry the ability to isolate in local hotel rooms until the threat of the virus subsides. Additionally, the Centers for Disease Control released guidance describing how employees in the essential workforce should take certain actions to self-isolate within the home by separating common/shared areas when possible. However, both of these processes have inherent flaws, which have rendered them impractical and largely unsuccessful.

The first issue encountered during the roll-out of these programs is simply the workforces’ desire to remain home and near their own resources, family and comfort. Second, there is very limited hotel room availability within Kings County to provide sufficient space for the number of essential workers in the Kings County. Third, Kings County, a largely agricultural community supported by a migratory workforce that often resides in multifamily settings, makes self-isolation within the home difficult. Additionally, this workforce is often fearful of lost wages due to sickness/quarantine requirements. They are often not eligible, or are unaware of eligibility for current financial support programs and services that would sustain them during isolation/quarantine. More importantly, there are only thirteen (13) hotels in the Kings County, which is not be adequate to accommodate the population in need, even if they were willing. Finally, there has been a good deal of resistance from the community and hotel proprietors when they learn of the possibility of housing individuals found to be positive or have close contacts with COVID-19 positive individuals. Given these challenges, a new approach is necessary to promote the isolation and quarantine of individuals who are close contacts or found to be COVID-19 positive.

Exhibit A-1

This program is designed to remove the barriers identified above and to provide individuals with the financial and service support necessary to facilitate isolation/quarantine when necessary. Through this program, essential workers and residents in low HPI neighborhoods will be provided with the necessary education on COVID-19, assistance in obtaining eligible services and support, as well as additional financial and logistical support to fill any identified gaps. The goal of the program is to ensure compliance with isolation/quarantine processes necessary to slow the spread of COVID-19 by making families as “whole” as possible. To accomplish this, Contractor will provide financial and logistical support to individuals and their family members, who test positive for COVID-19 in order to promote the isolation and quarantine necessary to slow the spread of the disease. Contractor shall provide these services seven (7) days per week, eight (8) hours per day, from 8:00 a.m. to 5:00 p.m...

Contractor shall provide resources to families described in **Exhibit B**. Items not listed in **Exhibit B** that are determined necessary to fulfill the program’s goals, may be procured upon written authorization of the Kings County Department of Public Health (“KCDPH”).

As part of these services, Contractor shall:

1. Provide both financial and material support necessary for essential workforce members and their families to facilitate KCDPH’s COVID-19 isolation/quarantine orders. All services should be provided via virtual/teleconference systems. Contractor shall distribute said items only by curbside delivery. These support items will consist of:
 - A. Rental/Lease/House Payment assistance;
 - B. Utilities financial assistance;
 - C. Food necessary to maintain a healthy diet during isolation/quarantine;
 - D. Toiletries; and
 - E. Supplies for cleaning and disinfecting.
2. If one or more of a household’s residents who that tests negative for COVID-19 are over sixty-five (65) years of age, and/or have preexisting medical condition(s) known to suffer adverse side effects of COVID-19, those individuals should be isolated in a hotel/motel for the duration of the isolation/quarantine ordered by the KCDPH. During this time, these individuals will be provided with necessary items to sustain their stay such as food, toiletries and laundry services.
3. Before any financial and/or other services are provided, Contractor shall screen respective household individuals for eligible federal, state, county, or city benefits

Exhibit A-1

and services. Upon identification of eligibility for benefits, Contractor shall assist respective household members in applying for and obtaining eligible benefits. These benefits include, but are not limited to:

- A. Emergency Family Medical Leave Act;
 - B. Emergency Sick Leave;
 - C. Family Medical Leave Act;
 - D. Sick Leave;
 - E. California Disaster Relief Assistance for Immigrants; and
 - F. Housing for the Harvest.
4. Contractor shall also identify individuals and families eligible for any healthcare coverage through MediCal, MediCare, CMSP, or others. Once identified, Contractor shall assist the individual and family members in applying for and obtaining eligible medical coverage.
5. These services should be provided only to individuals and families who are in the essential workforce or those who reside in the low HPI census tracts, regardless of citizenship status, as described below, and do not have the ability to self isolate within the existing household.
- A. Agricultural/farm workers: Because a large portion of the current positive COVID-19 cases in Kings County is attributed to this workforce, individuals and families in this sector should be given priority;
 - B. Packing houses: This is another sector in which high rates of transmission are associated and should also be given higher priority in comparison to other sectors;
 - C. Food processing and grocery store sectors;
 - D. Healthcare sector;
 - E. Public Safety sector;
 - F. Governmental Services;
 - G. Education & Childcare Workers;
 - H. Manufacturing; and
 - I. Census Tracts and Residential Areas: Residents of Stratford, Kettleman City and Avenal; census tracts 1500 & 1300 (Corcoran); census tracts 0500, 0900, 1002, 1003, and 1100 (Home Garden & portions of Hanford).
6. To limit Contractor exposing others, all services should be conducted by

Exhibit A-1

virtual/teleconference as much as possible. Regardless, KCDPH will provide Contractor with personal protective equipment (PPE) and the appropriate fit testing and training in the proper way to don/doff the associated PPE should the need arise to conduct in- person sessions.

7. Eligibility, enrollment and discontinuance of services:

- A. To be eligible for these services, individuals and families must be willing to isolate/quarantine (not leave the home or have visitors) during the entire duration of the public health isolation/quarantine order or, in certain circumstances, for a further extended period as recommended by their physician. The order will be written and delivery to the household will be attempted. In the event that an individual does not yet have their isolation/quarantine order, Contractor may accept a laboratory-confirmed positive COVID-19 PCR test and begin services based on the standard ten (10) day isolation period. Contractor will be familiar with standard isolation and quarantine orders, which provide clear start and end dates, and information covering currently known best practices, including, when and who to call for help, and when and who to call for questions. The order will be provided in English, Spanish, or other languages as necessary. Upon initial contact with the household, Contractor shall conduct an educational session and clearly explain the order, the program's requirements and actions that will be taken should the requirements not be followed. See **Exhibit C** for the process flow chart.
- B. KCDPH staff will attempt initial contact with each individual to notify them they are positive with COVID-19, provide some basic isolation/quarantine education and assess their need for supportive services. If services are needed, KCDPH staff will provide the individual with both the quarantine order identified above, and the Contractor's answering point number. Contractor may also accept self-referrals and referrals from outside agencies based on a confirmed positive PCR test described above. See **Exhibit C** for the process flow chart.
- C. Contractor shall maintain and provide a dedicated answering point and referral process to ensure referrals to the program are received and assigned in a timely manner. This answering point should be available during the operating hours of 8:00 a.m. to 5:00 p.m., seven (7) days per week for the duration of the program. See **Exhibit C** for the process flow chart.
- D. Contractor shall maintain enough staffing to effectively case manage each household to ensure timely contact, assessment for needed services and delivery of said services.
- E. If at any time during the case management process, Contractor learns or verifies a household violated the isolation/quarantine order, Contractor shall immediately suspend all services and support.

Exhibit A-1

8. Contractor shall manage the program in the most efficient and cost effective manner while ensuring measures are taken to extend the maximum amount of awarded funding as possible. As such, it will be necessary to serve as many households as possible with available funding. To accomplish this, Contractor shall leverage existing local resources and services already offered for family support purposes.
9. Contractor shall validate that the program funds and assistance provided are used to pay for housing and utility expenses. If the Contractor learns or verifies financial aid funds are not being used to pay necessary housing, utilities or other approved services, Contractor shall immediately suspend all services and support.
10. Throughout the course of case managing program participants, Contractor shall monitor the emergence of any COVID-19 symptoms for anyone in the household and shall inform and educate them to seek medical attention from their primary provider, urgent care or the emergency department when necessary. Further, Contractor shall refer program participants to KCPHD to update them on any change in the health status of the program participants. Contractor shall inform program participants to call any of the care providers referred to in this paragraph, and notify them of the COVID-19 exposure and possible infection before personally seeking care. Program participants are to follow instructions given by the care providers.
11. During the course of this pandemic, households may need to isolate/quarantine more than once. For instance, multiple isolation/quarantine orders may be needed when the family members of the individual originally infected become infected at a date outside of the original isolation/quarantine order. Should this occur, Contractor shall provide the same support for subsequent quarantine(s)/isolation(s) at a lower level commensurate with amount of support the originally infected family member can provide, given their age and capability to assist with some of the logistical support for the family. However, each scenario will be different and Contractor shall assess and manage households on a case-by-case basis.
12. Contractor shall partner with local governments and organizations to provide outreach and promote the program throughout Kings County.
13. Contractor shall use a graphic design vendor of their choosing to create culturally appropriate education materials and messaging for the program.
14. Contractor shall assist with, or provide transportation for program recipients as needed.
15. Contractor shall meet with KCDPH staff monthly to evaluate the program to identify any:
 - A. Additional funding available;
 - B. Redundant services or emerging programs and address the redundancy;

Exhibit A-1

- C. Opportunities to leverage other local services; and
 - D. Gaps in program services or processes and address those gaps.
16. Without exception, all interest earned through the financial process shall be reinvested into the program.
 17. Contractor shall provide a detailed financial reconciliation report of program funding each month, in an agreed upon format.
 18. Contractor shall research, participate and incorporate emerging federal, state and local programs designed to support the goals of this program, such as the Housing for the Harvest.
 19. Contractor shall provide bi-weekly reports that include the information included in **Exhibit B**.
 20. Contractor may use a maximum of 10 percent (10% or \$50,000) of the funds for administrative/indirect costs/purposes.

Exhibit B-1

“What’s Allowable” Matrix

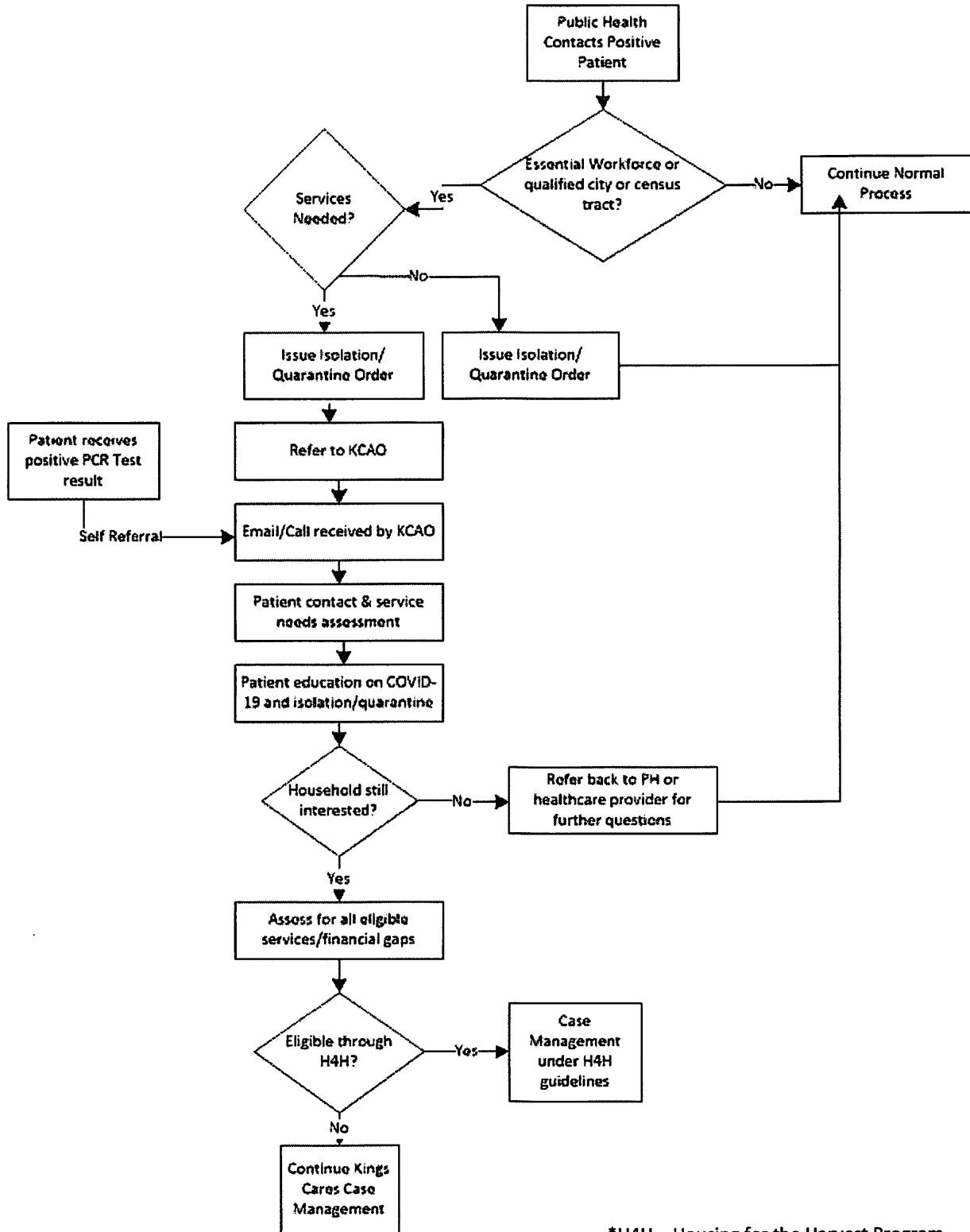
Item	Description
Administrative Costs	Costs associated with the administration of the program to include advertising, printing/copying costs, transaction fees, etc.
Vehicles	Necessary for the delivery of food, medications and other essential living necessities. This includes all necessary maintenance, fuel, and training for the delivery of services. Can consider the purchase of refrigerated vehicles if necessary.
Staffing	Augmenting staffing levels to meet the demand for administration and delivery of resources.
Food Items	Items necessary to maintain a healthy diet during household isolation/quarantine.
Cleaning Products	Items necessary for the disinfecting and cleaning of the household to include laundry detergent and other.
Toiletries	Soaps, shampoos, toothpastes, deodorant, shaving cream, razors, etc.
Technology	Technological devices (one per household, to include Internet connection/mobile service if not available) necessary to conduct virtual sessions with the household, if necessary
Essential Items	Diapers, clothing, medication (up to \$200 per individual), laundry services, and other items deemed essential upon agreement between KCAO and KCDPH staff.
Motel	Motel stay for individuals over age 65 who are not eligible for Housing for the Harvest and want to isolate away from family members.
Training	Staff training necessary to meeting the requirements of the program, such as HIPPA or other required trainings.

Items not Allowed Under this Program

Item	Description
Wage Increases	Funds cannot be used to increase compensation or provide raises to existing staff or administration.
Wage Replacement	Funds spent beyond June 30, 2021 may not be used for wage replacement

Exhibit C-1

Process Flowchart



*H4H = Housing for the Harvest Program

Exhibit E

**Reporting Template
King Community Action Organization**

Date of Submission:		
Number of participants that have received services to date (unduplicated count):		
Number of participants currently being served:		
Number of individuals contacted that declined or were not eligible:		
Number of participants that have successfully completed the program to date		
Number of participants in each essential service or residential category: (Unduplicated Count)		
	Agricultural/farm workers	
	Food processing/packing	
	Grocery & food delivery	
	Healthcare	
	Public Safety	
	Government Service	
	Manufacturing	
	Education/Childcare	
	Family of essential worker (quarantine)	
	Resident of Stratford	
	Resident of Kettleman City	
	Resident of Avenal	
	Resident of Corcoran	
	Resident of census tract 0500, 0900, 1002, 1003 or 1100	
Demographics - Percent of participants by:		
	Male	
	Female	
	Undisclosed	
	<i>Age 0-18</i>	
	<i>Age 19-39</i>	
	<i>Age 40-64</i>	
	<i>Age 65+</i>	
	Single (Unmarried)	
	Married	

Exhibit E

Percent of participants receiving each type of service/support offered by the program:	
	Toiletries
	Cleaning supplies
	Food/groceries
	Rental Assistance
	Motel Stay
	Laundry service
	other essential items (e.g. diapers, clothing, medication)

Number of individuals participating in Housing for the Harvest, including the number receiving wage replacement under that program.	
--	--

Number of individuals connected to long-term supports such as CalFresh, Utilities Assistance, WIC and SSI.	
---	--

List outreach touchpoints and mode of communication (e.g. flyers in food distribution bags, social media post(s), outreach events, mailers) – running list to be updated monthly.

Type/Mode of Outreach	Location (City)



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Public Works – Dominic Tyburski/Duane Cooper

SUBJECT: ASPHALTIC EMULSION PURCHASE FOR COUNTY ROAD PROJECTS

SUMMARY:

Overview:

The County Road Division is responsible for chip sealing roads throughout the County. Asphaltic emulsion is the binder used for this operation.

Recommendation:

Award the bid from Cain Trucking Inc. for asphaltic emulsion for County road projects.

Fiscal Impact:

An amount of \$1,500,000 is included in the Road Division's adopted Fiscal Year 2020-2021 budget for the purchase of the asphaltic emulsion. The bid came in at \$900,900, and will be purchased from Budget Unit 311000, Account 82223135 (Supplies and Materials).

BACKGROUND:

The Road Division coordinated with the Purchasing Division on the specification for the desired chip seal emulsion, and bids solicited from several suppliers. Cain Trucking, Standard Emulsions, and VSS Emultech responded. Cain Trucking Inc. supplied the lowest cost for the project. The Roads Division anticipated the need for chip seal oil in the adopted Fiscal Year 2020-2021 budget, and performs this work on an annual basis.

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.

Cooper, Duane

From: Perez, Art
Sent: Friday, June 11, 2021 4:07 PM
To: 'Cliff'; 'Laura Mora'; 'Jordan Reed'
Cc: Cooper, Duane; Jones, Evan
Subject: BID TALLY 2021-76 ASPALTIC EMULSION

Good afternoon, see provided bid tally information. On behalf of Kings County Roads Division, the recommendation has been made to award Asphaltic Emulsion bid to Cain Trucking. Thank you for your response and participation in our bid process. We'll continue to keep your company's information on file for future solicitations.

KINGS COUNTY BID TALLY SHEET

BID NO. 2021-76

PROJECT TITLE. ASPHALTIC EMULSION

BID TABULATION

CONTRACTOR NAME	BID AMOUNT	NOTES
CAIN TRUCKING INC.	\$900,900	
STANDARD EMULSIONS	\$997,425	
VSS EMULTECH	\$1,038,180	

Art Perez

Purchasing Assistant | County Of Kings | Purchasing
1400 W Lacey Blvd | Hanford CA 93230

Telephone: 559.852.2539 | Fax: 559.584.8371
Art.Perez@countyofkings.com | www.countyofkings.com

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

If further information is required, please contact:
Purchasing Assistant, Art Perez
Tele: 559-852-2539, Fax: 584-8371
Email: Art.Perez@countyofkings.com

REQUEST FOR QUOTATION

IMPORTANT: Show the following information on the face of your quote.

Request for Quotation No: 2021-76 PM CRS-2H ASPHALTIC EMULSION

Return Quote by: THURSDAY, JUNE 10, 2021 AT OR BEFORE 4PM

The following to be completed by vendor:

IMPORTANT: All bids must be returned to the Purchasing Division by date and time shown at the address above or risk rejection.

Delivery within <u>1</u> days unless otherwise noted below. Delivery _____	FOB point shall be destination unless otherwise specified. <u>Taft, CA</u>	Terms shall be NET 30 days unless otherwise specified. <u>Net 15</u>	Quoted by: (Please Print) <u>Paul Barcellos</u>
---	---	---	--

Item No.	Quantity	Unit	Description	As Specified or Alternate	Unit Price	Extended Price	
1	2,000	Tons	PM CRS-2H ASPHALTIC EMULSION. KINGS COUNTY WILL ARRANGE PICK UP AND DELIVERY OF PRODUCT FROM PLANT TO THE JOB SITE. PRODUCT WILL BE PURCHASED STARTING JULY 19, THROUGH TO THE LAST WEEK OF SEPTEMBER 2021. THE TYPICAL ORDER WILL BE 2 TO 2.5 LOADS PER DAY WITH AN OCCASIONAL 3 LOADS PER DAY. REQUESTING DAILY OR WEEKLY CONSUMPTION RECORD OF THE 2000 TON ORDER OF PRODUCT. CHARGES MUST APPEAR ON THEIS BID FORM OR AN ATTACHED SHEET OR SHALL NOT BE ALLOWED.	As Specified	\$420/Ton	\$840,000.00	
			SUB TOTAL			\$840,000.00	
			SALES TAX AT 7.25%			\$60,900.00	
			DELIVERY CHARGE			N/A	
			LUMP SUM TOTAL			\$900,900.00	
			PLEASE SEE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS RFQ. RESPONSE(S) MAY BE FAXED TO: 559-584-8371 ATT: ART PEREZ , PURCHASING ASSISTANT <u>Art.Perez@countyofkings.com</u>				

Quotations on other than this form will be subject to rejection.
Do not include Federal Excise Tax.

Date of Quotation 6/10/2021

Name of Firm Cain Trucking Inc.

Mailing Address 23004 Road 140
Tulare, CA 932274

Signature *Paul Barcellos*

Telephone (559) 280-5544

Email Address paul@caintrucking.com

Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all quotes and to waive any informalities or irregularities in bids.

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

If further information is required, please contact:
Purchasing Assistant, Art Perez
Tele: 559-852-2539, Fax: 584-8371
Email: Art.Perez@countyofkings.com

REQUEST FOR QUOTATION
IMPORTANT: Show the following information on the face of your quote.

Request for Quotation No: 2021-76 PM CRS-2H ASPHALTIC EMULSION
Return Quote by: THURSDAY, JUNE 10, 2021 AT OR BEFORE 4PM

The following to be completed by vendor:

IMPORTANT: All bids must be returned to the Purchasing Division by date and time shown at the address above or risk rejection.

Delivery within <u>90</u> days unless otherwise noted below. Delivery <input checked="" type="checkbox"/>		FOB point shall be destination unless otherwise specified. <u>Goshen Plant</u>	Terms shall be NET 30 days unless otherwise specified. <input checked="" type="checkbox"/>	Quoted by: (Please Print) <u>Standard Emulsions</u>		
Item No.	Quantity	Unit	Description	As Specified or Alternate	Unit Price	Extended Price
1	2,000	Tons	PM CRS-2H ASPHALTIC EMULSION. KINGS COUNTY WILL ARRANGE PICK UP AND DELIVERY OF PRODUCT FROM PLANT TO THE JOB SITE. PRODUCT WILL BE PURCHASED STARTING JULY 19, THROUGH TO THE LAST WEEK OF SEPTEMBER 2021. THE TYPICAL ORDER WILL BE 2 TO 2.5 LOADS PER DAY WITH AN OCCASIONAL 3 LOADS PER DAY. REQUESTING DAILY OR WEEKLY CONSUMPTION RECORD OF THE 2000 TON ORDER OF PRODUCT. CHARGES MUST APPEAR ON THEIS BID FORM OR AN ATTACHED SHEET OR SHALL NOT BE ALLOWED.	<u>20 Alt</u>	<u>\$465</u>	<u>\$930,000</u>
			SUB TOTAL			<u>\$930,000</u>
			SALES TAX AT 7.25%			<u>\$67,425</u>
			DELIVERY CHARGE			<u>0</u>
			LUMP SUM TOTAL			<u>\$997,425</u>
			PLEASE SEE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS RFQ. RESPONSE(S) MAY BE FAXED TO: 559-584-8371 ATT: ART PEREZ , PURCHASING ASSISTANT <u>Art.Perez@countyofkings.com</u>			

Quotations on other than this form will be subject to rejection.
Do not include Federal Excise Tax.

Date of Quotation 6-7-2021
Name of Firm Standard Emulsions
Mailing Address PO BOX 8115
Santa Maria, CA 93456
Signature [Signature]
Telephone 805-332-3650
Email Address Flavio@standardemulsions.com
Scott@standardemulsions.com

Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all quotes and to waive any informalities or irregularities in bids.

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

If further information is required, please contact:
Purchasing Assistant, Art Perez
Tele: 559-852-2539, Fax: 584-8371
Email: Art.Perez@countyofkings.com

REQUEST FOR QUOTATION
IMPORTANT: Show the following information on the face of your quote.

Request for Quotation No: 2021-76 PM CRS-2H ASPHALTIC EMULSION
Return Quote by: THURSDAY, JUNE 10, 2021 AT OR BEFORE 4PM

The following to be completed by vendor:

IMPORTANT: All bids must be returned to the Purchasing Division by date and time shown at the address above or risk rejection.

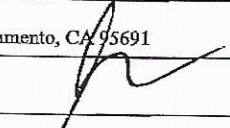
Delivery within _____ days unless otherwise noted below. Delivery As Needed		FOB point shall be destination unless otherwise specified. FOB VSSE Bakersfield	Terms shall be NET 30 days unless otherwise specified. NET 30	Quoted by: (Please Print) Jordan Reed		
Item No.	Quantity	Unit	Description	As Specified or Alternate	Unit Price	Extended Price
1	2,000	Tons	PM CRS-2H ASPHALTIC EMULSION. KINGS COUNTY WILL ARRANGE PICK UP AND DELIVERY OF PRODUCT FROM PLANT TO THE JOB SITE. PRODUCT WILL BE PURCHASED STARTING JULY 19, THROUGH TO THE LAST WEEK OF SEPTEMBER 2021. THE TYPICAL ORDER WILL BE 2 TO 2.5 LOADS PER DAY WITH AN OCCASIONAL 3 LOADS PER DAY. REQUESTING DAILY OR WEEKLY CONSUMPTION RECORD OF THE 2000 TON ORDER OF PRODUCT. CHARGES MUST APPEAR ON THIS BID FORM OR AN ATTACHED SHEET OR SHALL NOT BE ALLOWED.	As Specified	\$484.00	\$968,000.00
			SUB TOTAL			\$968,000.00
			SALES TAX AT 7.25%			\$70,180.00
			DELIVERY CHARGE			N/A
			LUMP SUM TOTAL			\$1,038,180.00
			PLEASE SEE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS RFQ. RESPONSE(S) MAY BE FAXED TO: 559-584-8371 ATT: ART PEREZ, PURCHASING ASSISTANT Art.Perez@countyofkings.com			

Quotations on other than this form will be subject to rejection.
Do not include Federal Excise Tax.

Date of Quotation 6/10/2021

Name of Firm VSS International, Inc. dba VSS Emultech

Mailing Address 3785 Channel Drive
West Sacramento, CA 95691

Signature 

Telephone 916-373-1500

Email Address jordan.reed@reed.net

Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all quotes and to waive any informalities or irregularities in bids.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mike Hawkins

SUBJECT: EASEMENT DEED ACCEPTANCE

SUMMARY:

Overview:

This easement is being offered for the turn-around as shown on Tentative Tract Map for Tract 756 Phase 5.

Recommendation:

Accept an Easement Deed for a turnaround on an undeveloped property located on Tract 756 Phase 5.

Fiscal Impact:

There is no impact to the General Fund by this action.

BACKGROUND:

The owners of the land to be subdivided, Aspire Homes, CA. Inc., has offered to dedicate an easement for vehicular traffic to access and turn around on an undeveloped property at the north end of Daisy Way as shown on the map for Tract 756 Phase 5.

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.

RECORDING REQUESTED BY:
Kings County Public Works Dept.
1400 W. Lacey Blvd.
Hanford, CA 93230

WHEN RECORDED, RETURN TO:

Name Catherine Venturella,
Clerk of the Board
Street
Address 1400 W. Lacey Blvd.
City &
State Hanford, CA 93230
Title Order No. _____ Escrow No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE
No fee per government code 27383

APN: 017-110-002 (Portion)

Easement Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ 0.00

Unincorporated area City of Hanford

Parcel No. 017-110-002 (Portion)

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Barry J. Nottoli, Trustee of The Barry J. Nottoli Revocable Living Trust Established August, 2019 as to an undivided 1/2 interest and Jerry M. Irons and Renee' Irons, Trustees of The Jerry M. and Renee' M. Irons 2013 Family Revocable Trust under Declaration of Trust dated May 1, 2013, as to an undivided 1/2 interest, as Grantors

hereby GRANT(S) to

County of Kings, as Grantee

an easement for vehicular ingress and egress, and rights incidental thereto, over, under, on and in that certain real property described in Exhibit "A", consisting of one page, which is attached hereto and incorporated herein by this reference.

Dated _____

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

STATE OF CALIFORNIA

COUNTY OF SANTA CRUZ } S.S.
On 06/03/2021 before me,

JOEL STEVEN MILLWEE NOTARY PUBLIC

personally appeared

BARRY J. NOTTOLI

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature Joel Steven Millwee (This area for official notarial seal)

Barry J. Nottoli Revocable Living Trust
Established August, 2019

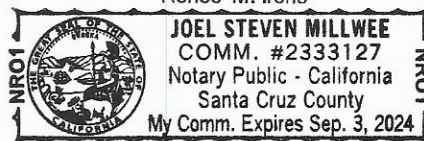
Signature [Signature]
Barry J. Nottoli, Trustee

Jerry M. and Renee M. Irons 2013 Family Revocable Trust
under Declaration of Trust dated May 1, 2013

Signature [Signature]
Jerry M. Irons, Trustee

Jerry M. and Renee M. Irons 2013 Family Revocable Trust
under Declaration of Trust dated May 1, 2013

Signature [Signature]
Renee' M. Irons



(17-4178 Turnaround Legal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____ from _____ to the County of Kings, a political corporation and/or governmental agency is hereby accepted not accepted at this time by the undersigned Chairman on behalf of the Board of Supervisors pursuant to authority conferred by general resolution of the Board of Supervisors adopted on December 24, 1957, and recorded in Volume 697 at Page 87 of the Official Records of the County of Kings, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, said Chairman has hereunto set his hand at Hanford, California, this _____ day of _____.

ATTEST:

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

Catherine Venturella

Clerk of Board

By _____
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California .

County of Kings }

On 06/09/2021 before me, Angela Valenzuela, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jerry M. + Renee M. Irons
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Angela Valenzuela
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated _____ from _____ to the County of Kings, a political corporation and/or governmental agency is hereby accepted not accepted at this time by the undersigned Chairman on behalf of the Board of Supervisors pursuant to authority conferred by general resolution of the Board of Supervisors adopted on December 24, 1957, and recorded in Volume 697 at Page 87 of the Official Records of the County of Kings, and the grantee consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, said Chairman has hereunto set his hand at Hanford, California, this _____ day of _____.

ATTEST:

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

Catherine Venturella
Clerk of Board

By _____
Deputy



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM

June 29, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mel Laningham

SUBJECT: FLEET VEHICLE PURCHASES

SUMMARY:

Overview:

The Fleet Division is requesting the early solicitation of bids and purchasing of vehicles from the Fleet's budget in order to receive them before the end of Fiscal Year (FY) 2021-2022 due to increasing lead time in processing for delivery.

Recommendation:

Authorize the Fleet Superintendent to purchase vehicles using Sourcewell for 12 Sheriff Vehicles.

Fiscal Impact:

The total cost of this vehicle purchase request is \$911,000. Funding for these vehicle purchases is included in the Proposed FY 2021-2022 Budget within Budget Unit 925600.

BACKGROUND:

Typically vehicle acquisition takes an extended period of time, and for more specialized vehicles, additional time is required. For example, the Sheriff's Department has just recently received vehicles from last year's budget. Since most agency budgets are approved around the same time each year, competition increases the wait time even more. Early approval by your Board will help to keep the vehicle purchases in the current fiscal year, and not extend into the following fiscal year. Sourcewell serves government, education, and nonprofit organizations with a cooperative purchasing program that manages solicitation requirements, and offers a network of awarded contracts. The County has utilized this service for a number of years, and it complies with the County approved purchasing requirements. Staff will also solicit bids from the local dealers for the trucks. Fleet Division will purchase the remaining proposed vehicles after the final budget is adopted by your Board. The Fleet Division will be purchasing nine (9) Trucks and ten (10) Dodge Chargers for the Sheriff's Department and various other departments through the County Fleet Replacement Plan.

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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mike Hawkins

SUBJECT: IN-LIEU PARCEL MAP 19-10 DEDICATION

SUMMARY:

Overview:

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

Recommendation:

Accept the dedication for In-Lieu Parcel Map No. 19-10 (Venoma Kautz and Dean E. Kautz) into the County Maintained Mileage.

Fiscal Impact:

There is no impact to the General Fund by this action. Any future maintenance costs will be borne by the Road Fund, Budget Unit 311000.

BACKGROUND:

The owner of the parcel to be subdivided, (Venoma Kautz and Dean E. Kautz) was required to dedicate additional right-of-way along the frontage of Chico Avenue as a condition of approval of this land division, to a minimum 30 foot half-width required by the Improvement Standards. This land division is located on Chico Avenue east of 6th Avenue.

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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Public Works – Dominic Tyburski/Duane Cooper

SUBJECT: TRAFFIC PAINT PURCHASE

SUMMARY:

Overview:

The County Road Division is responsible for striping roads throughout the County to ensure safety of motorists.

Recommendation:

Award the bid to purchase traffic paint to Ennis-Flint, Inc. for striping roads.

Fiscal Impact:

An amount of \$1,000,000 is included in the Road Division’s Proposed Fiscal Year 2021-2022 budget for the purchase of traffic paint. The bid came in at \$137,911, and will be purchased out of Budget Unit 311000, Account 82223135 (Supplies and Materials).

BACKGROUND:

The Road Division coordinated with the Purchasing Division on the specification for the required traffic paint, and bids were solicited from several suppliers, with only Ennis Flint, Inc. responding at \$137,911. During this time of the year, there are roads in need of striping because of tomato haulers in the County. Due to purchasing standards set by the federal government, this purchase requires your Board’s approval.

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.

Cooper, Duane

From: Perez, Art
Sent: Friday, June 11, 2021 3:45 PM
To: 'Crystal Gentry'
Cc: Cooper, Duane; Jones, Evan
Subject: RE: RFQ 2021-77 TRAFFIC PAINT RESULTS

Good afternoon, on behalf our Kings County Roads Division, the recommendation has been made to award paint bid to Ennis-Flint. Only one response was received by your company. Thank you for your response and participation in our bid process. We'll continue to keep your company's information on file for future solicitations.

KINGS COUNTY BID TALLY SHEET

BID NO. 2021-77

PROJECT TITLE. TRAFFIC PAINT

BID TABULATION

CONTRACTOR NAME	BID AMOUNT	NOTES
ENNIS-FLINT, INC.	\$137,910.09	Only one (1) response received.

Art Perez

Purchasing Assistant | County Of Kings | Purchasing
1400 W Lacey Blvd | Hanford CA 93230

Telephone: 559.852.2539 | Fax: 559.584.8371
Art.Perez@countyofkings.com | www.countyofkings.com

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

If further information is required, please contact:
Purchasing Assistant, Art Perez
Tele: 559-852-2539, Fax: 584-8371
Email: Art.Perez@countyofkings.com

REQUEST FOR QUOTATION

IMPORTANT: Show the following information on the face of your quote.

Request for Quotation No: 2021-77 TRAFFIC PAINT

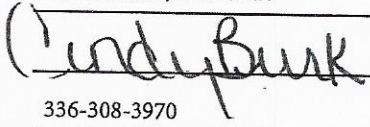
Return Quote by: THURSDAY, JUNE 10, 2021 AT OR BEFORE 4PM

The following to be completed by vendor:

IMPORTANT: All bids must be returned to the Purchasing Division by date and time shown at the address above or risk rejection.

Delivery within _____ days unless otherwise noted below. Delivery 21 days ARO		FOB point shall be destination unless otherwise specified. Destination _____	Terms shall be NET 30 days unless otherwise specified. Net 30 days _____	Quoted by: (Please Print) Ennis-Flint, Inc. Cindy Burk		
Item No.	Quantity	Unit	Description	As Specified or Alternate	Unit Price	Extended Price
1	5,500	GAL	YELLOW TRAFFIC PAINT.	specified	\$10.75	\$59,125.00
2	6,000	GAL	WHITE TRAFFIC PAINT.	specified	\$9.65	\$57,900.00
3	1,250	GAL	BLACK TRAFFIC PAINT.	specified	\$9.25	\$11,562.50
			DELIVERY TO START APPROXIMATELY JULY 20, 2021. PAINT TO BE DELIVERED IN 250 GALLON TOTES PER CAL TRANS STANDARD SPECS. PAINT IS TO BE SHIPPED TO KINGS COUNTY SHOPS ADDRESS 11827 S. 11TH AVE HANFORD CA. 93230. CHARGES TO BE INVOICED MUST APPEAR ON THIS BID FORM OR AN ATTACHED SHEET OR SHALL NOT BE ALLOWED.			
			SUB TOTAL			\$128,587.50
			SALES TAX AT 7.25%			\$9,322.59
			DELIVERY CHARGE			included
			LUMP SUM TOTAL			\$137,910.09
			PLEASE SEE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS RFQ. RESPONSE(S) MAY BE FAXED TO: 559-584-8371 ATT: ART PEREZ, PURCHASING ASSISTANT Art.Perez@countyofkings.com			

Quotations on other than this form will be subject to rejection.
Do not include Federal Excise Tax.

Date of Quotation	6-8-21
Name of Firm	Ennis-Flint, Inc.
Mailing Address	4161 Piedmont Parkway, Suite 370 Greensboro, NC 27410
Signature	
Telephone	336-308-3970
Email Address	contracts@ennisflint.com

Return of a signed copy of this form shall constitute a promise to supply or perform the enumerated items subject to all terms and conditions shown herein or attached hereto. The County reserves the right to accept or reject any or all quotes and to waive any informalities or irregularities in bids.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Administration – Kyria Martinez

SUBJECT: OUT OF STATE TRAVEL REQUEST

SUMMARY:

Overview:

Historically, Kings County representatives have attended the National Association of Counties (NACo) Legislative Conference in Washington D.C. The County has utilized this trip to coordinate Capitol Hill visits with Paragon Government Relations, Inc., the County’s legislative advocate firm at the national level. Approval of County representatives to attend the 2021 conference will be considered with this action.

Recommendation:

Authorize out-of-state travel to National Harbor, Maryland for Supervisor Craig Pedersen from July 7-14, 2021, including travel time to attend the National Association of Counties Annual Conference.

Fiscal Impact:

All costs associated with the trip have been included in the Adopted Fiscal Year 2021-2022 Budget in the Board of Supervisors’ budget (Budget Unit 110000). Estimated costs are \$3,600. The detail of estimated expenses is shown below:

Estimated Cost for NACo Conference Attendance

Flight	\$	800
Hotel	\$	1,500
Conference registration	\$	515
Taxi/Parking	\$	200
Meals	\$	470
Mileage reimbursement	\$	50
Total per person	\$	<u>3,535</u>

(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 _____

Agenda Item

OUT OF STATE TRAVEL REQUEST

June 29, 2021

Page 2 of 2

BACKGROUND:

NACo represents county governments across the nation by providing legislative, research, technical, and public affairs assistance to its members, of which Kings County is a member. NACo acts as a liaison with other levels of government, works to improve public understanding of counties, serves as an advocate for counties, and provides resources to help with innovative methods to meet the challenges that counties face. Annually, NACo holds a Conference & Exposition, which is the largest meeting of county elected officials and staff from across the country. Participants from counties of every size unite to shape NACo's federal policy agenda and exchange proven practices to improve residents' lives, maximize the efficiency of county government, and hone leadership skills for the future. The conference workshops provide an opportunity to discuss legislative priorities, receive legislative updates, and hear presentations from key national leaders. As a result, the County will benefit from having a presence at the NACo annual conference.

During the NACo annual conference visit, the County's representatives will also have the opportunity to conduct other visits to pursue the County's key federal legislative priorities. Kings County has contracted with Paragon Government Relations, Inc., a federal lobbying firm, to assist the County in pursuing legislative issues and funding at the federal level. The County's representatives at the NACo conference will be able to work with Paragon Government Relations, Inc. to pursue federal objectives as stated in the County's Legislative Platform.

2021 NACo Annual Conference

Schedule as of: 06/23/2021

Thursday, July 8, 2021

Jul. 8
10:00 am to 5:00 pm
EDT

Registration Open

Jul. 8
11:00 am to 5:30 pm
EDT

CIO Forum & Tech Summit

Please join us for the NACo CIO Forum & Tech Summit - Prioritizing "More" with Less in a Post Pandemic Era. Topics will include: Strategic Planning, American Recovery funds and Technology, Low Code and Virtual First, Redefining Connectivity, Cyber, and more!

Jul. 8
4:00 pm to 5:00 pm
EDT

NACo Ambassadors Meeting

Jul. 8
5:30 pm to 6:30 pm
EDT

CIO Forum & Tech Summit Reception

Jul. 8
5:30 pm to 7:30 pm
EDT

Colorado Caucus Meeting

Jul. 8
5:30 pm to 9:00 pm
EDT

**National Association of Hispanic County Officers (NAHCO)
Virtual Meeting**

Friday, July 9, 2021

Jul. 9
8:00 am to 9:15 am
EDT

Attendee Orientation/Safety Protocols/Convention Tour

Join NACo staff for a tour of the Gaylord, attendee orientation and learn more about how NACo and the Gaylord are keeping attendees safe. Meet at the NACo solutions desk at 8:00 a.m.

Jul. 9
8:00 am to 9:15 am
EDT

First-Time Attendees Orientation

All first-time attendees are welcome to join us to learn more about NACo and how to make the most of the Annual Conference. Due to limited space, this session is open to county officials and staff attending their first NACo conference. Please proceed directly to the meeting room, you do not need to pick up a badge at the registration desk.

Jul. 9
8:00 am to 6:00 pm
EDT

NACo Solutions Desk Open

Jul. 9
8:00 am to 6:00 pm
EDT

Registration Open

Jul. 9
8:30 am to 9:00 am
EDT

Policy Coordinating Committee Meeting #1

Jul. 9
9:00 am to 5:00 pm
EDT

NACo Store & Resource Center Open

Jul. 9
9:30 am to 12:15 pm
EDT

Agriculture & Rural Affairs Policy Steering Committee Meeting

The Agriculture and Rural Affairs (AgRA) Steering Committee will meet in a working session to allow sponsors of resolutions and platform changes to discuss, debate and amend various proposed policy positions. Additionally, AgRA members will hear from guest speakers on issues relevant to the committee.

Jul. 9
9:30 am to 12:15 pm
EDT

Community, Economic and Workforce Development Steering Committee Meeting

NACo's Community, Economic and Workforce Development (CEWD) Steering Committee will discuss policy issues impacting counties related to housing, economic and workforce development and hear from federal partners and policy experts on issues regarding funding and partnership opportunities. CEWD Steering Committee members will also vote on proposed policy resolutions and platform changes.

Jul. 9
9:30 am to 12:15 pm
EDT

Health Policy Steering Committee Meeting

Join the Health Steering Committee's Meeting as members will discuss and vote on proposed policy resolutions related to the health policy platform. Members will also discuss timely policy content with guest speakers from federal agencies and partner organizations.

Jul. 9
9:30 am to 12:15 pm
EDT

Justice & Public Safety Policy Steering Committee Meeting

The Justice and Public Safety Committee will meet to discuss key issues including equity in justice funding, the outlook for federal criminal justice reform and hear updates on emergency management related legislation and policy changes. Additionally, committee members will review and vote on policy resolutions and platform changes.

Jul. 9
9:30 am to 12:15 pm
EDT

Transportation Policy Steering Committee Meeting

Join the Transportation Policy Steering Committee meeting to hear from guest speakers on topics including drones, transportation electrification and other emerging technologies that have the potential to impact county infrastructure and our many residents who rely upon these vital assets to remain connected in every corner of the country.

Jul. 9
2:15 pm to 5:00 pm
EDT

Environment, Energy & Land Use Policy Steering Committee Meeting

Join the Environment, Energy and Land Use (EELU) Steering Committee's Meeting as members will discuss proposed policy resolutions related to the EELU policy platform. Members will hear from sponsors who submitted policy resolutions and have the opportunity to ask questions before they are voted on.

Jul. 9
2:15 pm to 5:00 pm
EDT

Finance, Pensions & Intergovernmental Affairs Policy Steering Committee Meeting

The Finance, Pensions and Intergovernmental Affairs (FPIGA) Steering Committee will meet in a working session to allow sponsors of resolutions and platform changes to discuss, debate and amend various proposed policy positions. Additionally, FPIGA members will hear from guest speakers on issues related to the U.S. Treasury's Fiscal Recovery Fund, state tax limitation policies and election reform.

Jul. 9
2:15 pm to 5:00 pm
EDT

Human Services & Education Policy Steering Committee Meeting

Join the Human Services and Education Steering Committee for a discussion of innovative strategies in human service delivery and the opportunity to engage with key federal officials overseeing policy that impacts children and families. Members will also discuss and vote on proposed policy resolutions and platform changes.

Jul. 9
2:15 pm to 5:00 pm
EDT

Public Lands Policy Steering Committee Meeting

Public Lands Steering Committee (PLSC) members will hear from federal agency officials on the latest public lands issues, including efforts to better manage our natural resources, reduce the threat of wildfire, and improve economies in public lands counties. The PLSC will review the federal outlook for public lands issues for the remainder of 2021 and also consider policy resolutions to further guide NACo's advocacy efforts.

Jul. 9
2:15 pm to 5:00 pm
EDT

Telecommunications & Technology Policy Steering Committee Meeting

The Telecommunications and Technology (T&T) Steering Committee will meet in a working session to allow sponsors of resolutions and platform changes to discuss, debate and amend various proposed policy positions. Additionally, T&T members will hear from guest speakers on issues relevant to the committee.

Jul. 9
5:00 pm to 7:00 pm
EDT

Exhibit Hall Open

Jul. 9
5:30 pm to 6:10 pm
EDT

Meetup: American Rescue Plan Act (ARPA) | Broadband

The U.S. Treasury has released guidance on the American Rescue Plan Act's Coronavirus State & Local Fiscal Recovery Fund, which provides \$65.1 billion in direct, flexible aid to every county in America, as well as other crucial investments in local communities. During this moderated meeting up, participants will have the chance to discuss how they plan to invest Recovery Funds in broadband infrastructure.

Jul. 9
5:30 pm to 6:10 pm
EDT

Meetup: American Rescue Plan Act (ARPA) | Housing & Homelessness

The U.S. Treasury has released guidance on the American Rescue Plan Act's Coronavirus State & Local Fiscal Recovery Fund, which provides \$65.1 billion in direct, flexible aid to every county in America, as well as other crucial investments in local communities. During this moderated meeting up, participants will have the chance to discuss how they plan to invest Recovery Funds to assist individuals and families struggling to make rental and utility payments, and support individuals who are experiencing homelessness.

Jul. 9
5:30 pm to 6:10 pm
EDT

Meetup: American Rescue Plan Act (ARPA): Justice & Public Safety

The U.S. Treasury has released guidance on the American Rescue Plan Act's Coronavirus State & Local Fiscal Recovery Fund, which provides \$65.1 billion in direct, flexible aid to every county in America, as well as other crucial investments in local communities. During this moderated meeting up, participants will have the chance to discuss how they plan to invest Recovery Funds towards services and programs that support justice and public safety.

Jul. 9
5:30 pm to 6:10 pm
EDT

Meetup: How to Access the NACo Network of Technology: the Past, the Present and the Future

Come have some fun identifying technology devices from the past, while learning about services and programs that NACo offers around technology support for counties. Feel free to bring one of your own devices from the past!

Jul. 9
5:30 pm to 6:10 pm
EDT

Meetup: Make the Most of Your NACo Membership

NACo has a lot to offer members! Join seasoned NACo members and membership team to review NACo's many membership benefits available to your county.

Jul. 9
6:20 pm to 7:00 pm
EDT

Meetup: American Rescue Plan Act (ARPA): Crowdsourcing Technology Spending

The U.S. Treasury has released guidance on the American Rescue Plan Act's Coronavirus State & Local Fiscal Recovery Fund, which provides \$65.1 billion in direct, flexible aid to every county in America, as well as other crucial investments in local communities. During this meeting up, participants will have the chance to discuss and hear from others how they plan to invest Recovery Funds to support technology infrastructure.

Jul. 9
6:20 pm to 7:00 pm
EDT

Meetup: American Rescue Plan Act (ARPA): Lost Revenue and Beyond

Jul. 9
6:20 pm to 7:00 pm
EDT

Meetup: American Rescue Plan Act (ARPA): Water, Sewer and Infrastructure

The U.S. Treasury has released guidance on the American Rescue Plan Act's Coronavirus State & Local Fiscal Recovery Fund, which provides \$65.1 billion in direct, flexible aid to every county in America, as well as other crucial investments in local communities. During this moderated meeting up, participants will have the chance to discuss how they plan to invest Recovery Funds to support critical water and sewer to assist in meeting the critical need for investments and improvements to existing infrastructure.

Jul. 9
6:20 pm to 7:00 pm
EDT

Meetup: Improving Your Cybersecurity Readiness Through Collaboration

Informal discussion on cybersecurity current events, trends and best practices. Opportunity to network and discuss the power of collaboration to be more cyber secure.

Jul. 9
7:00 pm to 9:00 pm
EDT

Opening Celebration: Best of Maryland on the Waterfront

Join us on the beautiful Potomac River waterfront of the Gaylord National Harbor to celebrate the opening of the NACo Annual Conference. We're proud to join Prince George's County in showcasing the finest local specialties, music and traditions, from crabs to the state's signature summer drink, Orange Crush, as we say *welcome back, hon!* in true Maryland style.

Saturday, July 10, 2021

Jul. 10
8:00 am to 5:00 pm
EDT

NACo Solutions Desk Open

Jul. 10
8:00 am to 5:00 pm
EDT

Registration Open

Jul. 10
8:30 am to 9:15 am
EDT

Coal Brew: A Coal-Reliant County Meetup & Coffee Hour

Join us for this networking and peer-learning meetup of coal-reliant and coal-impacted county leaders. Meet and interact with peers to discuss challenges, helpful resources available, and share inspiring ideas and successes to build economic resilience in coal counties across the nation.

Jul. 10
8:30 am to 9:15 am
EDT

Eggs over Offsets - A Revenue Recovery Strategy

A results-oriented debt setoff clearinghouse, also known as TRECS, has been established to enable your counties, cities & towns, special districts, and other public agencies to collect on your outstanding debts with ease! Available in Indiana, California, Arkansas and Utah

Jul. 10
8:30 am to 9:15 am
EDT

Meetup: American Rescue Plan Act (ARPA) | Children & Families

Join this meetup for an informal discussion focused on opportunities to use American Rescue Plan Act funds to support vulnerable children and families. Attendees will have an opportunity to share ideas, ask questions and collaborate on strategies to help children and families recover from the pandemic.

Jul. 10
8:30 am to 9:15 am
EDT

Meetup: American Rescue Plan Act (ARPA) | Economic Recovery & Intergovernmental Partnerships

Jul. 10
8:30 am to 9:15 am
EDT

Meetup: American Rescue Plan Act (ARPA) | Small Business Assistance

Jul. 10
8:30 am to 9:15 am
EDT

Meetup: Behavioral Health and Justice

Facilitated by Pew Charitable Trusts

Increasing attention is focused on finding effective interventions for people experiencing behavioral health crises, as well as alternatives to jail for those with mental illness and substance use disorders. Join this moderated meetup for an opportunity to hear from your peers and share your community's experiences with implementing new policies and practices at the intersection of the behavioral health and criminal justice systems. In particular, the group will discuss ways to tap into federal funding for mobile crisis intervention teams, mental health services and training and substance abuse treatment for people at risk of, or currently involved with, the criminal legal system.

Jul. 10
8:30 am to 9:15 am
EDT

Meetup: Future of Work: A Hybrid & Secure County Workforce

Join Andrew Dolan, Director of Stakeholder Engagement from the Multi-State Information Sharing and Analysis Center to discuss how this new hybrid environment requires counties change how they educate employees on security, while protecting the county data assets.

Jul. 10
8:30 am to 3:30 pm
EDT

Exhibit Hall Open

Jul. 10
9:00 am to 5:00 pm
EDT

NACo Store & Resource Center Open

Jul. 10
9:30 am to 10:45 am
EDT

Healthy Counties Advisory Board Meeting

Jul. 10
9:30 am to 10:45 am
EDT

Immigration Reform Task Force Meeting

The Immigration Reform Task Force will meet to discuss the latest developments on immigration reform and hear from federal guest speakers and experts on federal immigration policy.

Jul. 10
9:30 am to 10:45 am
EDT

IT Standing Committee Meeting

Join IT Standing Committee members to hear from the Cyber Security and Infrastructure Security Agency (CISA) concerning DotGov updates and their perspective on recent Cyber incidents. AT&T will also be presenting the examples and innovative solutions that they have encountered over the past year in addressing the digital divide.

Jul. 10
9:30 am to 10:45 am
EDT

Nominating Committee Meeting

Jul. 10
9:30 am to 10:45 am
EDT

Resilient Counties Advisory Board Meeting: A Focus on Building Wildfire-Resilient Communities

Join the Resilient Counties Advisory Board for an interactive and informative deep dive on wildfire mitigation planning and action. This discussion will highlight valuable tools and resources, in addition to creative and practical approaches for building more resilient counties.

Jul. 10
9:30 am to 10:45 am
EDT

Veterans & Military Services Committee Meeting

Join NACo's Veterans and Military Services Standing Committee to discuss how counties can work with our state, federal and local partners to address issues facing our nation's veterans.

Jul. 10
11:00 am to 12:00 pm
EDT

GIS Subcommittee Meeting

Join GIS Subcommittee members to hear the county perspective on moving Esri tools and GIS functions to the cloud, as well as Netsmart's approach to utilizing GIS in Client Care.

Jul. 10
11:00 am to 12:00 pm
EDT

Meetup: Leveraging County Parks & Recreation for Underserved Communities

Jul. 10
11:00 am to 12:00 pm
EDT

Meetup: The Future of County Libraries

Jul. 10
11:00 am to 12:00 pm
EDT

Policy Committee Meeting #2

Jul. 10
11:00 am to 1:30 pm
EDT

Utah Caucus Meeting

Jul. 10
12:30 pm to 2:00 pm
EDT

County Leaders for Equity in Governance Luncheon

By invitation, this luncheon will bring together NACo's County Executive Network, member Advisory Group on diversity, equity and inclusion (DEI) and developing Network of County DEI Directors and senior staff to discuss strategies and considerations for advancing DEI in county governance.

Jul. 10
12:30 pm to 2:00 pm
EDT

Healthy & Resilient Counties Advisory Board Luncheon

Jul. 10
12:30 pm to 2:00 pm
EDT

Membership Standing Committee Luncheon

Jul. 10
12:30 pm to 2:00 pm
EDT

Minnesota Caucus

Jul. 10
12:30 pm to 2:00 pm
EDT

Missouri Delegation Caucus

Jul. 10
12:30 pm to 2:00 pm
EDT

**National Association of Black County Officials
 (NOBCO/NABCO) Meeting**

Jul. 10
12:30 pm to 2:00 pm
EDT

**National Association of County Civil Attorneys (NACCA)
 Meeting**

Jul. 10
12:30 pm to 2:00 pm
EDT

PA Counties Caucus

Jul. 10
1:00 pm to 2:00 pm
EDT

National Association of County Information Officers (NACIO) Annual Business Meeting

As an active affiliate of the National Association of Counties (NACo), NACIO works to promote the value of professional PIOs and communicators to county governments. NACIO members serve as judges for NACo's annual National County Government Month contest, and NACIO experts present highly entertaining workshops on media relations best practices at the NACo Annual and Legislative conferences.

Jul. 10
1:00 pm to 3:30 pm
EDT

Western Interstate Region (WIR) Board of Directors Meeting

Jul. 10
2:15 pm to 3:15 pm
EDT

Counties for Kids: Strategies for Supporting Young Children and Families

During COVID-19, counties have played a key role in administering programs and building systems that meet the needs of infants and toddlers. County leaders have leveraged their position and decision-making authority to support families and ensure their children have a strong foundation to learn, grow and develop. This workshop will focus on how investments in the first three years can benefit a county for years to come and the role local leaders can play in building supports and systems for young children and their families, especially as counties move forward with COVID-19 recovery.

Jul. 10
2:15 pm to 3:15 pm
EDT

Federal Policy Lightning Round: Outlook on the 117th Congress

Join NACo's Government Affairs staff for an update on the most pressing issues in front of the 117th Congress

Jul. 10
2:15 pm to 3:15 pm
EDT

Maximizing Return on Investment with NACo FSC Programs

Highlighting NACo FSC's programs and partnerships that deliver value added solutions in the post-COVID environment. Please join us to hear about our latest initiatives.

Jul. 10
2:15 pm to 3:15 pm
EDT

State Policy Trends and County Priorities

The COVID-19 pandemic has created numerous budget pressures and risks for local governments, including rising healthcare needs and revenue shortfalls. One way states can help counties recover from this fiscal crisis and build resilience is by reviewing the limitations imposed on local taxation. Join the Pew Charitable Trusts and representatives of state associations of counties for a discussion on how state policies can encourage local budget flexibility and so position communities for long-term economic growth and wellbeing.

*Jul. 10***2:15 pm to 3:30 pm
EDT****Arts & Culture Commission Workshop**

NACo's Arts & Culture Committee Workshop is open to all and will showcase the work of the committee as well the critical role of the arts in local communities. Expert speakers and county leaders will present a diverse assortment of arts programming including a focus on historic preservation, the arts as a means to bridge racial and cultural divides and using ARP funds to support the arts. The committee will also honor the recipient of this year's Public Leadership in the Arts Award in partnership with Americans for the Arts.

*Jul. 10***2:15 pm to 3:30 pm
EDT****International Trade in a Post-Pandemic World**

The COVID-19 pandemic has severely disrupted economic activity across the nation and around the globe. As vaccinations rise and restrictions loosen, however, counties are looking to revitalize the economy, with international economic development as one viable strategy. Helping businesses export and attracting foreign investment can bring back needed jobs and capital to local communities. Join this discussion of how county leaders can view economic recovery with an international lens and position businesses and workers for long-term success. Hosted by the International Economic Development Task Force, this session is open to all conference attendees.

*Jul. 10***2:15 pm to 3:30 pm
EDT****NACo Board Forum***Jul. 10***3:45 pm to 5:30 pm
EDT****General Session***Jul. 10***5:30 pm to 6:30 pm
EDT****National Association of County Health Facilities (NACHFa) Meeting**

The National Association of County Health Facilities (NACHFa) advocates for the improvement of county nursing homes and long-term care policy and practices across the U.S. Current relevant topics, and legislation will be discussed. County healthcare administrators, elected county officials and any other county officers or NACo attendees interested in LTC are encouraged to join us.

*Jul. 10***5:30 pm to 6:30 pm
EDT****Alabama Delegates Caucus***Jul. 10***5:30 pm to 6:30 pm
EDT****Alaska, Idaho, Montana, North Dakota, South Dakota, and Wyoming Reception***Jul. 10***5:30 pm to 6:30 pm
EDT****North Carolina Caucus**

- Jul. 10* **Florida Delegates Reception**
5:30 pm to 7:30 pm
EDT
- Jul. 10* **Police Jury Association of Louisiana Welcome Reception**
5:30 pm to 7:30 pm
EDT
- Jul. 10* **National Conference of Republican County Officials (NCRCO)**
6:00 pm to 8:00 pm
EDT
- Jul. 10* **North Carolina Reception**
6:30 pm to 7:30 pm
EDT
- Jul. 10* **Illinois State Association of Counties (ISACo) Reception**
6:30 pm to 8:00 pm
EDT
Bond 45
- Jul. 10* **Meetup: A Post-COVID World and Mental Health**
7:00 pm to 8:30 pm
EDT
- Jul. 10* **Meetup: Understanding Neuroscience and Its Implications for Child-Serving Agencies**
7:00 pm to 8:30 pm
EDT
- Join Dr. Brenda Jones Harden (University of Maryland School of Social Work) and Dr. George Askew (Prince George's County, Md.) for an informal chat about what neuroscience research means for counties and how investing in the early years can pay off down the line. Learn about how recent research on brain development can shape local policy and systems changes and support evidence-based decision-making.
- Jul. 10* **Board of Directors / LUCC / RAC Reception**
7:00 pm to 9:00 pm
EDT

Sunday, July 11, 2021

- Jul. 11* **Florida Delegates Caucus**
7:00 am to 8:00 am
EDT
- Jul. 11* **Credentials Committee Meeting**
8:00 am to 9:15 am
EDT

- Jul. 11* **NACo DCR Advisory Committee Meeting**
8:00 am to 9:15 am
EDT
- Jul. 11* **Non-Denominational Worship Service**
8:00 am to 9:30 am
EDT
- Jul. 11* **NACo Solutions Desk Open**
8:00 am to 5:00 pm
EDT
- Jul. 11* **Registration Open**
8:00 am to 5:00 pm
EDT
- Jul. 11* **Exhibit Hall Open**
8:30 am to 12:00 pm
EDT
- Jul. 11* **NACA Executive Board Meeting**
9:00 am to 11:00 am
EDT
- Jul. 11* **NACo Store & Resource Center Open**
9:00 am to 5:00 pm
EDT
- Jul. 11* **Bridging the Gap: Crisis Response as Criminal Justice Diversion**
9:15 am to 10:30 am
EDT
- Approximately 2 million times per year people with serious mental illness are booked into local jails. Roughly three-quarters of these individuals also meet criteria for a co-occurring substance use disorder. Counties are increasingly using crisis triage and stabilization centers to decrease the use of incarceration when appropriate and connect people to community-based care. Join us for a moderated discussion among county officials and individuals with lived experience on developing an effective crisis continuum with a focus on facilities that screen, assess and provide treatment and warm hand-offs to long-term care.
- Jul. 11* **Large Urban County Caucus (LUCC) Business Meeting**
9:30 am to 10:30 am
EDT
- Jul. 11* **Rural Action Caucus (RAC) Business Meeting**
9:30 am to 10:30 am
EDT
- The Rural Action Caucus (RAC) will convene to discuss issues relevant to the caucus, engage in a peer exchange and hear presentations from various guest speakers.
- Jul. 11* **LUCC/RAC: Future of County Infrastructure**
10:45 am to 12:00 pm

EDT

Jul. 11

11:00 am to 12:00 pm

EDT

Arts & Culture National Harbor Walking Tour

Join the Arts & Culture Commission for a walking tour of National Harbor's outdoor art installations. Meet at 11:00 a.m. at the main (porte cochere) entrance to the Gaylord National Harbor. Comfortable walking shoes and sun protection recommended. Learn more at <https://www.nationalharbor.com/art/>

Jul. 11

12:00 pm to 1:45 pm

EDT

County Justice Peer Learning Networking Luncheon

Jul. 11

12:00 pm to 2:00 pm

EDT

NACA County Administrators Idea Exchange

The Idea Exchange provides an opportunity to discuss issues in an informal setting. This meeting is open to all interested in participating in a lively discussion. The Idea Exchange will be preceded by NACA's Annual Membership Meeting.

Jul. 11

12:15 pm to 1:45 pm

EDT

NACo Achievement Awards Luncheon

Jul. 11

12:15 pm to 1:45 pm

EDT

NCCAE Business Meeting

Jul. 11

1:00 pm to 3:00 pm

EDT

National Association of County Intergovernmental Relations Officers (NACIRO) Annual Business Meeting

Annual Business Meeting for the National Association of County Intergovernmental Relations Officials. Business matters, legislative update, featured speaker, roundtable for current county lobbyist matters

Jul. 11

2:00 pm to 3:15 pm

EDT

Effective Communications Strategies for When Your County is in the News (and When it Isn't)

Whatever the crisis, problem or the size of your county, there are universal principles and tactics, tried and true, to successfully telling your story. From the high profile trial of former police officer Derek Chauvin in Hennepin County, Minn. to flooding in Weld County, Colo. to wildfires in Sevier County, Tenn., you will hear from three National Association of County Information Officers (NACIO) board members from large and small counties on what works. After the workshop, they will stay to answer questions. In addition, NACIO members offer professional communication advice and consult throughout the year.

Jul. 11

2:00 pm to 3:15 pm

EDT

Investing with Equity: How to Ensure All Residents Benefit From Your County's ARPA Allocation

Jul. 11
2:00 pm to 3:15 pm
EDT

Say and Do: Five Strategies for Advancing Diversity, Equity and Inclusion (DEI) in your Community

Counties across the nation are employing various strategies to act on diversity, equity and inclusion (DEI). More than 75 counties have declared racism a public health crisis as an initial step for guiding future equity initiatives and formalizing related policies; however, these declarations are not the only way to advance equity and may not be right for your jurisdiction. This session will explore five key themes to consider along a spectrum of county DEI strategies, from establishing dedicated offices to starting small with community engagement.

Jul. 11
2:00 pm to 3:15 pm
EDT

The 2020 Election in Review: What Happened and What's in Store for 2022?

The 2020 election cycle was one of the most unprecedented in recent history. Not only was the election administered during a global pandemic, but our nation also faced civil-unrest and persistent misinformation and disinformation from social media. America's counties traditionally administer and fund elections, overseeing more than 109,000 polling places and coordinating more than 694,000 poll workers every two years. Faced with these difficult and unique challenges, federal, state and local elections administrators worked tirelessly to support our nation's election system and conduct a free and fair election. During this session, participants will hear from federal and local officials about the challenges faced during last year's election and the future of voting in America.

Jul. 11
2:00 pm to 5:00 pm
EDT

NACo Board of Directors and Resolutions Committee Meeting

Jul. 11
3:30 pm to 5:00 pm
EDT

State Association Meeting Planners Meeting

Jul. 11
3:45 pm to 5:00 pm
EDT

County Strategies for Navigating Opioid Settlements

Across the country, states are beginning to reach settlements on opioid litigation. Many of these agreements will allocate funding directly to state, county, and municipal governments. Join this session to learn about the latest on settlements in your state, how funds can be used, and best practices for stemming the substance use epidemic.

Jul. 11
3:45 pm to 5:00 pm
EDT

COVID-19 Lessons Learned in Addressing Homelessness and the Role of Emergency Rental Assistance

Jul. 11
3:45 pm to 5:00 pm
EDT

Guiding County Decisions: An Overview of Key Census Bureau Programs for Administrators, Executives and Managers

Jul. 11
3:45 pm to 5:00 pm
EDT

Maximizing Impact through Collaborative Community Engagement

Counties across the nation have made rapid shifts in service delivery to keep pace with longstanding and emergent community needs. Whether it be public health, behavioral health or public safety, engaged communities are the cornerstone of maintaining transformative work. Join us to learn about effective approaches for public engagement to inform planning efforts, improve community buy-in, and strengthen the relationship between counties and residents.

Jul. 11
3:45 pm to 5:00 pm
EDT

Overcoming Barriers: Women in County Administration

Proportionately fewer women hold the highest administrative and executive positions in local government. One of the key avenues identified to women being hired into CAO roles is lack of awareness and tools on the part of elected officials to identify and evaluate qualified women candidates for these roles. Join a panel discussion with elected officials and women CAOs to discuss strategies to overcome barriers to women in the profession. Additionally, explore what resources are needed to support the consideration of women in CAO positions.

Jul. 11
3:45 pm to 5:00 pm
EDT

Public Trust and Engagement

Jul. 11
3:45 pm to 5:00 pm
EDT

Retirement Solutions with Nationwide

Jul. 11
3:45 pm to 5:00 pm
EDT

Share Your County Story

County News Digital Editor and Senior Writer Charlie Ban discusses County News, NACo's flagship newspaper, celebrating its 53rd year in print and how to get your county news into the paper. Q&A will follow with the authors of "Our Darkest Hours," a look at how county officials in New York responded to the COVID-19 pandemic and podcaster David Martin of "The Good Government Show."

Jul. 11
3:45 pm to 5:00 pm
EDT

TRECS State Partners Workshop

Invite Only - Workshop for TRECS Member State Associations (IN, CA, AR, UT)

Jul. 11
3:45 pm to 5:00 pm
EDT

Trends in Property Assessments and Their Financial Impacts: Commercial Assessments and the Post-COVID Housing Market

For counties in most states, property taxes constitute a majority of operating revenues on an annual basis. Several major trends have the potential to impact property values and assessments over the next five to ten years. This session will address challenges to property assessments for large commercial retail stores and discuss how county leaders can help residents navigate an extremely hot housing market and discuss solutions county leaders can implement to address housing supply and demand challenges.

Jul. 11
4:00 pm to 5:15 pm
EDT

State Association Deputy Directors and Staff Meeting

Jul. 11
4:30 pm to 6:00 pm
EDT

NACo Next Generation Meeting

Jul. 11
5:00 pm to 6:00 pm
EDT

Michigan Caucus Meeting

Jul. 11
5:00 pm to 6:00 pm
EDT

Texas Caucus

Jul. 11
5:15 pm to 6:00 pm
EDT

County Tools, Challenges & Solutions in Expanding Broadband Access

Jul. 11
5:30 pm to 7:30 pm
EDT

Ohio Caucus Reception

Jul. 11
6:00 pm to 7:00 pm
EDT

Nebraska Caucus

Jul. 11
6:00 pm to 7:00 pm
EDT

California Caucus

Jul. 11
6:00 pm to 7:00 pm
EDT

Japan Night

The Japan Local Government Center holds a reception to honor its friendship with the county governments of the USA.

Jul. 11 **North Carolina Association of Black County Officials
(NCABCO) Meeting**
6:00 pm to 7:00 pm
EDT

Jul. 11 **Arizona Caucus**
6:00 pm to 7:30 pm
EDT

Jul. 11 **Next Gen/County Leadership Institute/HPLA & CLA
Reception**
6:30 pm to 7:30 pm
EDT

Join fellow County Leadership Institute, High Performance Leadership Academy and Cybersecurity Leadership Academy alumni and Next Generation NACo members!

Jul. 11 **California Delegation Reception**
7:00 pm to 8:00 pm
EDT

Jul. 11 **County DEI Directors Meet-Up**
7:00 pm to 8:30 pm
EDT

Jul. 11 **National Association of Black County Officials
(NOBCO/NABCO) Reception**
7:30 pm to 10:30 pm
EDT

Monday, July 12, 2021

Jul. 12 **West Virginia and Virginia State Association Breakfast**
7:30 am to 9:00 am
EDT

Association breakfast with members of West Virginia and Virginia County Associations.

Jul. 12 **Gulf States Counties and Parishes Caucus**
8:00 am to 9:30 am
EDT

The purpose of the Gulf States Counties and Parishes Caucus is to promote a clearer understanding of mutual problems of Gulf Coast counties and parishes and their citizens; to establish a single source of information concerning county and parish governments in the Gulf region; and to advocate on behalf of those residing in Gulf counties and parishes before federal government. The caucus membership is open to all county and parish elected government officials from Texas, Mississippi, Louisiana, Alabama, and Florida.

Come hear from speakers on pressing topics important to the Gulf Coast.

- Jul. 12* **Women of NACo (WON) Leadership Network Business Meeting**
8:00 am to 9:30 am
EDT
- Jul. 12* **NACo Solutions Desk Open**
8:00 am to 3:00 pm
EDT
- Jul. 12* **Registration Open**
8:00 am to 3:00 pm
EDT
- Jul. 12* **Treasury Update on State & Local Recovery Funds**
9:30 am to 11:00 am
EDT
- Jul. 12* **Federal Agency Expo**
9:30 am to 12:00 pm
EDT
- Jul. 12* **Broadband Taskforce Meeting**
11:00 am to 12:00 pm
EDT
- Jul. 12* **Programs and Services Committee Meeting**
11:00 am to 12:30 pm
EDT
- Conference attendees are welcome to attend this meeting of NACo's Programs and Services Standing Committee, which advises the association's officers and Board of Directors regarding the development and evaluation of programs and services for NACo members. This meeting will feature lessons learned from NACo affiliate state associations of counties in the adaptation and delivery of programs and services at the state level and a preview of NACo program areas for the coming years. Committee members will provide feedback to NACo to help maximize the impact of these initiatives and help shape NACo's current and future programming.
- Jul. 12* **NACo Annual Business Meeting & Election**
1:00 pm to 3:30 pm
EDT
- Jul. 12* **Central Region Caucus Meeting**
4:00 pm to 5:15 pm
EDT
- Jul. 12* **Northeast Region Caucus Meeting**
4:00 pm to 5:15 pm
EDT
- Jul. 12* **South Region Caucus Meeting & Election**
4:00 pm to 5:15 pm
EDT

- Jul. 12* **West Region Caucus Meeting & Election**
4:00 pm to 5:15 pm
EDT
- Jul. 12* **NACo New Board Member Meeting**
5:30 pm to 6:00 pm
EDT
- Jul. 12* **NACo Closing Celebration**
6:30 pm to 9:30 pm
EDT



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Administration – Kyria Martinez

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE KINGS COUNTY SUPERIOR COURT AND THE COUNTY OF KINGS FOR THE PROVISION OF COURT APPOINTED DEPENDENCY COUNSEL

SUMMARY:

Overview:

The Minor's Advocacy Unit is a division under Administration that provides legal services in defense of minors' charged with criminal offenses. The unit also provides legal representation for all children on whom dependency cases have been filed. This memorandum of understanding concerns the County's reimbursement from our local Superior Court for the cost for providing Court Appointed Dependency Counsel for minors, parents, legal guardians, and other interested parties in juvenile dependency proceedings. The Memoranda of Understanding (MOU) before your Board would cover the cost of the County providing Dependency Counsel with attorneys from its Minor's Advocates Unit and contract counsel.

Recommendation:

Approve the Memorandum of Understanding with the Superior Court and the County of Kings for the provision of Court Appointed Dependency Counsel.

Fiscal Impact:

The Minor's Advocacy Unit procedure for billing the courts for legal representation of parties before the court on a dependency case, continues to remain unchanged. Services of the Minor's Advocates Unit, including attorneys, support staff, and an investigator, services of the contract attorneys for dependency cases, and services of the conflict attorneys for dependency cases. All costs associated to this MOU are budgeted in Budget Unit 336300.

(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

MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF COURT APPOINTED DEPENDENCY COUNSEL

June 29, 2021

Page 2 of 2

BACKGROUND:

Pursuant to the Trial Court Funding Act (the Act), certain services related to the trial courts are defined as either a Court or County function. Court Appointed Dependency Counsel (Dependency Counsel) are defined under Government Code § 7003(a)(4) as “court operations” under the Act and, therefore, are an expense of the Court, not the County. As a consequence, funding for Dependency Counsel, which includes counsel for minors, parents, legal guardians, and any other interested parties for whom the Court appoints counsel, is a charge against the Court, not the County.

Local courts, such as the Kings County Superior Court, receive funding from Judicial Council to hire and pay for Dependency Counsel. One option available to local courts is to contract with the local county to provide these services by entering into a MOU between the local court and county.

Pursuant to the MOU, the county provides Dependency Counsel as required under Section 317 of the Welfare and Institutions Code and is reimbursed for its expenses by the local court.

The MOU before your Board would cover the cost of the County providing Dependency Counsel with attorneys from its Minor’s Advocates Unit and contract counsel. The MOU will take effect on July 1, 2021 for a one (1) year term to end on June 30, 2022. Although the MOU only has a one (1) year term, it also contains an automatic renewal clause that means the first and subsequent one (1) year terms will renew unless the MOU is otherwise amended or terminated by the parties.

The MOU has been reviewed and approved by County Counsel.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF KINGS
AND THE COUNTY OF KINGS FOR COURT APPOINTED COUNSEL
IN JUVENILE DEPENDENCY PROCEEDINGS**

SECTION 1. PARTIES

This Memorandum of Understanding (“Agreement”) is made and entered into by the Superior Court of California, County of Kings (hereinafter, “Court”) and the County of Kings, a political subdivision of the State of California (hereinafter “County”), for court-appointed counsel in juvenile dependency proceedings, as court operations costs pursuant to Section 77003(a)(4) of the Government Code and California Rules of Court, rule 10.810(a)(4).

SECTION 2. TERM OF AGREEMENT

This Agreement is effective as of July 1, 2021, and shall remain in full force and effect until June 30, 2022. This Agreement shall automatically renew for consecutive one (1) year periods under the same terms and conditions without the need for further amendment, notice, or approval by the parties, unless otherwise terminated in accordance with this Agreement.

SECTION 3. MODIFICATION AND TERMINATION

This Agreement may be modified only by a written amendment signed by the parties. This Agreement may be terminated by the Court or the County, at any time, without cause, upon 180 days’ written notice to the other party prior to the end of the fiscal year. For purposes of this Agreement, the fiscal year ends on June 30th of each year.

SECTION 4. SCOPE OF SERVICES

The County shall provide attorneys to act as court-appointed legal counsel in juvenile dependency proceedings to perform the services set forth in Exhibit A, which is incorporated herein by reference as if set forth in full. Said attorneys shall be provided through the County’s Minor’s Advocacy Office (“MAO”) and by contract as needed.

SECTION 5. COMPENSATION

Costs for court-appointed counsel in juvenile dependency proceedings are “court operations” costs pursuant to Section 77003(a)(4) of the Government Code. The Court and the County acknowledge that funding for Court-Appointed Dependency Counsel is provided by the Judicial Council of California (“Judicial Council”) to the Court. In the event cost for services are projected to exceed the funding allocated to the Court, the Court and the County agree to meet and confer to consider ways to reduce costs, which may include, but not be limited to, amending this Agreement.

In no event, however, will the County assume responsibility for the cost of court-appointed counsel in juvenile dependency proceedings should the costs of said services exceed the amount of funding provided by Judicial Council unless otherwise agreed in future amendments.

The County shall provide monthly invoices to the Court. Each invoice will be paid in full within 30 days of receipt. MAO will prepare billing invoices for submission to the Court, which will contain the date of service, case name, case number, attorney name, hours worked, and rate of pay. In addition, each month, MAO will complete and submit a Monthly New Case Report and a Monthly Old Case Report to the Court with the invoice.

SECTION 6. COMPLIANCE WITH LAW

Each party shall comply with all Federal, State, and local laws and regulations applicable to its performance, including all confidentiality laws.

SECTION 7. INDEMNIFICATION AND INSURANCE

A. Indemnification

Each Party shall indemnify, defend and hold harmless the other party, its Board members, officers, judicial officers, employees, agents and assigns from and against any and all claims, demands liability, judgments, awards, interests, reasonable attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of its negligent performance of this Agreement or willful misconduct, whether in tort, contract or otherwise. This indemnification obligation shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

B. Insurance

Each Party is responsible for obtaining the necessary insurance through an insurer or shared risk insurance pool.

SECTION 8. NOTICE

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

County:
Kings County Minors Advocate Office
1400 West Lacey Blvd.
Hanford, CA 93230

Court:
Superior Court of Kings County
1640 Kings County Drive
Hanford, CA 93230

With a copy to:
Kings County Counsel
1400 W. Lacey Blvd.
Hanford, CA 93230

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three (3) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

SECTION 9. ENTIRE AGREEMENT

This Agreement, including exhibits as referenced herein, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by the County or the Court other than those contained herein.

SECTION 10. AUTHORITY

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

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

COUNTY OF KINGS

Superior Court of the State of California,
County of Kings

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

By: 
Michelle S. Martinez,
Court Executive Officer

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: 
Carrie R. Woolley,
Assistant County Counsel

Exhibits:
Exhibit A: Scope of Work

EXHIBIT A

SCOPE OF WORK

Court-appointed legal counsel in juvenile dependency proceedings will provide the following services in representing minors, parents, legal guardians, or any other individual for whom the Court appoints counsel pursuant to Section 317 of the Welfare and Institutions Code:

- 1) Represent the interests of the client consistent with Juvenile Court Law;
- 2) Provide competent legal representation;
- 3) Participate in all court proceedings;
- 4) Research pertinent legal issues;
- 5) Prepare and present legal arguments;
- 6) Prepare and file motions;
- 7) Prepare for trial, including, but not limited to, seeking additional funding from the Court to hire expert witnesses or consultants as needed;
- 8) Interview clients and witnesses;
- 9) Communicate with County Counsel and any other counsel as needed;
- 10) File Suspected Child Abuse Reports (SCARs) as appropriate;
- 11) Meet with clients to explain the allegations, the case process, the client's rights, the proposed service plan or disposition, and the nature of the current proceedings;
- 12) Meet with clients before each hearing and otherwise as needed to fully represent the client's interests;
- 13) Discuss visitation and encourage interaction and engagement as appropriate; and
- 14) Communicate with the client's schools, as appropriate, care providers, therapists, doctors, and any other service providers as needed.

Attorneys providing legal services under this Agreement shall comply with the requirements established by Judicial Council to represent parties in Juvenile Dependency matters including, but not limited to, California Rules of Court, rule 5.660. Attorneys shall maintain their State Bar license in good standing and comply with all continuing legal education requirements as required. Further, attorneys shall demonstrate the adequate skills, knowledge, and comprehension of Juvenile Court law and issues and shall demonstrate adequate skills, knowledge, and comprehension of the statutory scheme, as well as the purposes and goals of dependency proceedings.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Community Development Agency – Chuck Kinney/Alex Hernandez

SUBJECT: FARMLAND SECURITY ZONE CONTRACT APPLICATION – AQUAMARINE

SUMMARY:

Overview:

The County received an application for a new Farm Land Security Zone Contract. The Westlands Water District had previously acquired the Subject Property in lieu of eminent domain in December 2002 for the purpose of permanently retiring these drainage-impaired lands from irrigated agriculture. As such the Farmland Security Zone Contract (FSZ No. 201, 206, & 209), which was in effect on those lands at that time became null and void per Government Code Section 51295.

Recommendation:

Adopt a Resolution, which will accomplish the following:

- a. Make certain findings pertaining to *California Government Code Section 51295*.
- b. Direct the Community Development Agency to complete the administrative requirements, recordings and make the required notices to property owners, County departments, and State agencies.

Fiscal Impact:

No impact to the General Fund is expected. The new contract will consist of the same total acreage as previously contracted with 975.17 acres.

BACKGROUND:

On December 23, 2019 and November 12, 2020, the ownership of the subject 975.17-acre eastern portion of the Aquamarine Solar Project site (APNs: 026-260-040, 090, 280, 340, & 370) was transferred from Westlands Water District to Aquamarine Westside, LLC, a private entity. Since the subject 975.17-acre eastern portion of

(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

FARMLAND SECURITY ZONE CONTRACT APPLICATION – AQUAMARINE

June 29, 2021

Page 2 of 2

the Aquamarine Solar Project site was thereby returned to private ownership, these lands are required to be re-enrolled in the Williamson Act Program pursuant to Government Code Section 51295. The new contract acreage will retain the same as the previous contract acreage.

Prior to 2003, all of the 1,825 acres within the Aquamarine Solar Project site were under Farmland Security Zone (FSZ) contracts. As part of Westlands Water District's farmland retirement program, the eastern 975.17 acres of the Aquamarine site were acquired by Westland Water District (WWD) in lieu of eminent domain in December 2002 and retired from irrigated agriculture. Upon WWD's acquisition, the FSZ contracts on these lands became null and void (i.e., "deemed never to have existed") under Government Code Section 51295. However, the lands in the western portion of the Aquamarine site (west of 25th Ave) have remained in private ownership and the contracts on that portion of the site have remained in place and are still in effect. These FSZ contracts will remain in effect with the development of the Aquamarine Solar Project since the project site is located within the area of the County where solar projects may retain their Williamson Act or Farmland Security Zone contracts if they can meet certain "principles of compatibility" with the Williamson Act. Such as, continued agricultural production in the form of sheep grazing, as provided in the County's Williamson Act Implementation Procedures (per BOS Resolution No. 13-058).

On December 23, 2019 and November 12, 2020, the 975.17 acres of WWD-owned lands in the eastern portion of the Aquamarine Solar Project site were transferred to the ownership of Aquamarine Westside, LLC, a private entity. Government Code Section 51295 requires that if a public agency determines that former Williamson Act or Farmland Security Zone land that it acquired in lieu of eminent domain is not needed and is sold to a private entity, such land must be re-enrolled into the WA Program. With this statutory requirement in mind, the County's conditions of approval for the Aquamarine Solar Project Conditional Use Permit require that the applicant prepare and implement an Agricultural Management Plan (AMP). This plan specifies that the project site shall be managed for dry farm seasonal sheep grazing for the life of the project in order to remain in compliance with the County's principles of compatibility for lands in the Williamson Act Program. The required AMP has been completed, and is currently being implemented at the Aquamarine Solar Project site.

It is concluded that the County has a legal responsibility under the Government Code to re-enroll the 975.17 acres in the eastern portion of the Aquamarine site into the FSZ program. This statutory obligation applies notwithstanding that the County's enrollment period for new Williamson Act and FSZ contracts is suspended indefinitely due to the absence of subventions forthcoming from the State. Therefore, Staff recommends that the Board approve the re-enrollment of the subject lands into the County's WA Program and authorize the County's Community Development Agency staff to execute a new FSZ contract on the subject lands, as required under Government Code Section 51295.

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

Attachments:

Resolution

Land Conservation Contract No. 279

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

IN THE MATTER OF APPROVING) RESOLUTION NO. 21-____
RE-ENROLLMENT OF CERTAIN)
LANDS WITHIN THE AQUAMARINE)
SOLAR PROJECT INTO THE)
WILLIAMSON ACT PROGRAM)
UNDER A NEW FARMLAND)
SECURITY ZONE (FSZ) CONTRACT)

WHEREAS, implementation of the California Land Conservation Act of 1965 (“Williamson Act”) within Kings County is the sole responsibility of the County of Kings, which administers the Land Conservation and Farmland Security Zone program (“Williamson Act Program”) in Kings County, pursuant to the “County of Kings Implementation Procedures for the California Land Conservation ‘Williamson’ Act of 1965, including Farmland Security Zones” as updated October 20, 2020;

WHEREAS, California Government Code Section 51295 requires when a public agency acquires land in lieu of eminent domain, which land is under a Land Conservation Contract (referred to herein as “Williamson Act Contract”) or Farmland Security Zone Contract, such contracts shall be deemed null and void upon acquisition of contracted lands by the public agency;

WHEREAS, California Government Code Section 51295 further requires that if, after acquisition, the acquiring public agency determines that it does not need the some or all of the acquired lands which were formerly subject to a Williamson Act or Farmland Security Zone Contract, and returns those lands to private ownership, those lands shall be re-enrolled into the Land Conservation and Farmland Security Zone program in a new contract;

WHEREAS, on September 9, 2019, the Kings County Planning Commission approved Conditional Use Permit No. 17-04 for the Aquamarine Solar Project and Gen-Tie Line by adoption of Planning Commission Resolution No. 19-02;

WHEREAS, the 975.17-acre eastern portion of the Aquamarine Solar Project site (APN Nos. 026-260-040, -090, -280, -340, and -370) had been previously acquired in lieu of eminent domain by the Westlands Water District in December 2002 for the purpose of permanently retiring these drainage-impaired lands from irrigated agriculture, and as such the Farmland Security Zone Contract (FSZ No. 201, 206, & 209) which was in effect on those lands at that time became null and void per Government Code Section 51295;

WHEREAS, on December 23, 2019 and November 12, 2020, the ownership of the subject 975.17-acre eastern portion of the Aquamarine Solar Project site was transferred from Westlands Water District to Aquamarine Westside, LLC, a private entity;

WHEREAS, because the subject 975.17-acre eastern portion of the Aquamarine Solar Project site was thereby returned to private ownership, these lands are required to be re-enrolled in the Williamson Act Program pursuant to Government Code Section 51295;

WHEREAS, because Kings County is solely responsible for administration of the Williamson Act Program in Kings County, the responsibility for re-enrollment of the subject 975.17-acre eastern portion of the Aquamarine Solar Project site into the Williamson Act Program falls to Kings County;

WHEREAS, notwithstanding that the enrollment period for filing of new Williamson Act and Farmland Security Zone Contracts is indefinitely suspended in Kings County, the County of Kings nevertheless has a statutory obligation under California Government Code Section 51295 to effectuate the re-enrollment of the subject 975.17-acre eastern portion of the Aquamarine Solar Project site into the Williamson Act Program under a new Farmland Security Zone Contract.

NOW, THEREFORE, BE IT RESOLVED, that based on the above findings, the Board hereby approves the re-enrollment of the subject 975.17-acre eastern portion of the Aquamarine Solar Project site (APN Nos. 026-260-040, -090, -280, -340, and -370) into the Kings County Williamson Act Program, and hereby directs the Kings County Community Development Agency staff to prepare and cause to have executed a new Farmland Security Zone (FSZ) Contract with Aquamarine Westside, LLC, the legal owner of the subject lands;

The foregoing Resolution was adopted on a motion by Supervisor _____ and seconded by Supervisor _____, at a regular meeting held on _____, 2021, by the following vote:

AYES:	SUPERVISOR:
NOES:	SUPERVISOR:
ABSTAIN:	SUPERVISOR:
ABSENT:	SUPERVISOR:

Chairperson of the Board of Supervisors,
County of Kings

WITNESS, my hand and seal of said Board of Supervisors this ____ day of _____, 2021.

Catherine Venturella, Clerk of said Board
of Supervisors

Recording requested by:

Kings County Board of Supervisors

When recorded, return to the
Kings County Community Development
Agency

Kings County Government Center
1400 W. Lacey Blvd, Bld #6
Hanford, CA 93230

Space above this line for Recorder's use.

**FARMLAND SECURITY ZONE
CONTRACT NO. 279**

**ENTERING INTO
THIS NEW CONTRACT IN ITS PLACE PURSUANT TO GOVERNMENT
CODE SECTION 51296, FARMLAND SECURITY ZONE**

THIS FARMLAND SECURITY ZONE CONTRACT, MADE AND EXECUTED THIS _____ day of _____ by and between Aquamarine Westside, LLC, hereinafter referred to as the "Owner" and the **COUNTY OF KINGS**, a political subdivision of the State of California, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the Owner owns real property in the County of Kings, State of California, hereinafter referred to as the "Subject Property," which is described in Exhibit A attached hereto; and

WHEREAS, the Subject Property is located in Farmland Security Zone No. 0089/01 which was established by the Board of Supervisors of the County by Resolution No. 01-121; and

WHEREAS, the Subject Property had been previously acquired in lieu of eminent domain by the Westlands Water District in December 2002 for the purpose of permanently retiring these drainage-impaired lands from irrigated agriculture, and as such the Farmland Security Zone Contract (FSZ No. 201, 206, & 209) which was in effect on those lands at that time became null and void per Government Code Section 51295; and

WHEREAS, on December 23, 2019 and November 12, 2020, the ownership of the subject 975.17-acre eastern portion of the Aquamarine Solar Project site was transferred from Westlands Water District to Aquamarine Westside, LLC, a private entity; and

WHEREAS, because the subject 975.17-acre eastern portion of the Aquamarine Solar Project site was thereby returned to private ownership, these lands are required to be re-enrolled in the Williamson Act Program pursuant to Government Code Section 51295; and

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

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

WHEREAS, the Subject Property is not within the Sphere of Influence of any City; and

WHEREAS, the Subject Property is designated on the Important Farmland Series map as predominantly grazing land; and

WHEREAS, both the Owner and the County intend that the terms, conditions and restrictions of this Contract be substantially similar to contracts authorized by the California Land Conservation Act of 1965, including the Farmland Security Zone provisions of the Act; and

WHEREAS, the County enters into this Contract with Owner on the express condition that funds be annually appropriated by the State of California, and that the annual payments continue to be made to County by the State Controller, under the provisions of the Open Space Subvention Act (California Government Code section 16140, et seq.), and that if said funds are not appropriated or dispersed the County may terminate the Contract.

NOW, THEREFORE, IT IS AGREED as follows:

1. This Contract is made and entered into pursuant to the provisions of the California Land Conservation Act of 1965; and all of the provisions of said Act, including all amendments thereto hereafter to become effective are incorporated herein by reference and made a part hereof.
2. During the term of this Contract and any renewals thereof the Subject Property shall not be used by the Owner, or his successors in interest, for any purpose other than the production of agricultural commodities for commercial purposes or for other than those compatible uses which are listed in the Resolutions establishing the Farmland Security Zone within which the land is located. The Board of Supervisors of the County may by Resolution from time to time during the term of this Contract, and any renewals hereof, add to the permissible uses of the Subject Property listed in the Resolution establishing the Preserve. In addition, the Board of Supervisors may during the term of this Contract and any renewals thereof eliminate any of the compatible uses for the Subject Property as set forth in said Resolution without the prior written consent of the Owner, except that such change shall not interfere with a compatible use in effect on the date of the change.
3. Nothing in this Contract shall limit or supersede the planning, zoning and other police powers of the County, and the right of the County to exercise such powers with regard to the Subject Property.
4. There shall be no payment to the Owner by the County.
5. The initial term of this Contract shall be for twenty (20) years, commencing on the 1st day of January 2022. Benefits of this Contract shall begin at the start of the following fiscal year. The 1st day of January of each year shall be the annual renewal date of this Contract.

6. Subject to the provisions of Section 7 below, this Contract shall be automatically renewed on the annual renewal date each year for an additional period of one (1) year unless notice of non-renewal is given in the manner provided for a contract under the California Land Conservation Act of 1965 and with like effect as provided in said Act. No notice of renewal is required to be given or recorded by either party to effectuate the automatic renewals provided for in this paragraph.

7. This Farmland Security Zone Contract is made expressly conditional upon the State's continued compliance with the provisions of the Open Space Subvention Act. If in any year the State fails to make any of the subvention payments to the County required under the provision of the Open Space Subvention Act, then this Contract, at the option of, and in the sole and absolute discretion of the County, may be terminated by the County. The State's failure to make such payments may be due to non-appropriation of funds by the Legislature, failure to disburse appropriated funds, amendment or repeal of the applicable provisions of the Open Space Subvention Act, or by any other cause whatsoever. The County may exercise its option to declare the Contract null and void by delivering notice to the Owner or his successors or assigns and by recording such notice in the Official Records of Kings County. If the Subject Property, or any portion thereof, was subject to a Land Conservation Contract on or prior to December 18, 2002, which is superceded by a Farmland Security Zone Contract, then the Land Conservation Contract shall be automatically reinstated in full force and effect for the Subject Property, or portion thereof. If the Subject Property, or any portion thereof, was not subject to a Land Conservation Contract on or prior to December 18, 2002, then this Farmland Security Zone Contract shall terminate with no continuing contractual rights of any kind; provided, however, that the Owner may apply for a new Land Conservation Contract or Farmland Security Zone Contract as otherwise may be provided by law.

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

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

10. Any notices required to be given to the County under this Contract shall be delivered to the Clerk of the Board of Supervisors of the County, and any notices to be given to the Owner shall be mailed to him/her at the address of subject property as it is shown on the latest adopted tax roll of Kings County.

11. This Contract shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the heirs, executors, administrators, trustees, successors and assigns of the parties.

12. Notwithstanding anything contained herein to the contrary, if at any time after the recordation of this Contract, California Revenue and Tax Code Section 423.4 is finally determined to be unconstitutional or otherwise unlawful by a court of competent jurisdiction, so that the Kings County Assessor is lawfully precluded from assessing the Subject Property according to the terms of this Contract under the provisions of said Section 423.4, then in such event all of the following shall apply:

a. The Subject Property shall be taxed in the same manner as it was taxed immediately prior to the date of this Contract under the applicable provisions of the Revenue and Taxation Code.

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

COUNTY OF KINGS

OWNERS

By _____
Chairman of the Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF KINGS

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

Clerk of said Board

_____ Clerk

Notary Public, please attach Certificate of Acknowledgment for owners signature.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Public Works Department –Dominic Tyburski/Mitchel Cabrera
SUBJECT: FISCAL YEAR 2020-2021 SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

SUMMARY:

Overview:

On May 4, 2021, your Board approved the project plans and specifications, and authorized advertisement of the Fiscal Year 2020-2021 Senate Bill-1 (SB-1) funded Kings County Roadway Improvement Project, which includes approximately 15.34 miles worth of roadway improvements throughout the County. On June 8, 2021, six (6) bids were opened, all of which were considered responsive and responsible. The low bid in the amount of \$2,973,333 was submitted by Papich Construction Company, Inc.

Recommendation:

- a. Award the construction contract to Papich Construction Company Inc., as the apparent low bidder for the Fiscal Year 2020-2021 Senate Bill 1 funded Kings County Roadway Improvement Project; and
- b. Approve the construction agreement; and
- c. Authorize the Public Works Director to approve additional costs up to ten percent of the contract amount.

Fiscal Impact:

This project will not impact the General Fund. SB-1 transportation funds needed for this project are included in the Adopted Fiscal Year 2020-2021, Budget Unit 311000, Account 82223135. Barring change orders, the project is estimated at \$2,973,333.

BACKGROUND:

SB-1 was a transportation investment to rebuild California by providing funding to repair streets, highways, and bridges in communities across the State. Kings County has received a significant influx of new revenue to invest in the local road system from SB-1, which was enacted on April 28, 2017. This measure was in response

(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

FISCAL YEAR 2020-2021 SENATE BILL-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

June 29, 2021

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to California's significant funding shortfall to maintain the State's multimodal transportation network. SB-1 provides for inflationary adjustments so that the purchasing power of the revenue does not diminish as it has in the past. The bill prioritizes funding towards maintenance, rehabilitation, and safety improvements on State highways, local streets and roads, and bridges to improve trade corridors, transit, and active transportation facilities. Other eligible uses include traffic signals and drainage improvements. County roads will also be eligible to compete for additional funding for active transportation and congested corridor projects.

The six (6) bids were as follows:

1. Papich Construction Company	\$2,973,333.00
2. Granite Construction	\$3,070,942.15
3. Agee Construction	\$3,150,262.45
4. Cal Valley Construction	\$3,179,982.65
5. Avison Construction	\$3,311,016.00
6. Teichert Construction	\$3,344,000.00

The construction agreement has been reviewed and approved to form by County Counsel, and was approved by your Board as part of the project specifications on May 4, 2021.

**COUNTY OF KINGS
CALIFORNIA
DEPARTMENT OF PUBLIC WORKS**



**CONSTRUCTION AGREEMENT
FY20-21 SENATE BILL(SB) – 1 FUNDED KINGS COUNTY
ROADWAY IMPROVEMENT PROJECT**

COUNTY BID #2021-54

County Project No. 133927

Award Date: June 29, 2021

FY 20/21 SB-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

CONSTRUCTION AGREEMENT

For

FY 20/21 SB-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the County of Kings, hereinafter referred to as "Owner", and **PAPICH CONSTRUCTION COMPANY, INC.** hereinafter referred to as "Contractor"

That the parties hereto, for and in consideration of the covenants, promises and agreements to be made, kept and performed as hereinafter set forth, do agree as follows:

ARTICLE 1
THE CONTRACT DOCUMENTS

The complete Contract between the Owner and the Contractor shall consist of the following Contract Documents: The Notice to Contractors, the Bonds, the Instruction to Bidders, the Accepted Bid Proposal, all Addenda, this Construction Agreement, the General Conditions, Supplemental Conditions the Drawings and Specifications, Notice of Award, Notice to Proceed, Change Orders, Notice of Substantial Completion, Notice of Completion, and modifications incorporated in those documents. The Contract, Drawings, and Specifications are intended to supplement one another. A complete listing of the Contract Documents can be found in Article 9.

ARTICLE 2
THE WORK

The Contractor agrees to furnish at his own cost and expense, all tools, equipment, apparatus, labor, materials, mechanical workmanship, transportation and services necessary to complete the construction of the **FY 20/21 SB-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT** and in strict accordance with the Contract Documents. All such work shall be completed in a good and workmanlike manner.

ARTICLE 3
TIME FOR COMPLETION:

3.1 For the purpose of determining the contract completion date, the date of commencement shall be ten (10) calendar days after receipt of written Notice to Proceed, or if no such written Notice to Proceed is issued, it shall be 10 calendar days from the date of this Agreement.

3.2 The Base Bid Work shall be commenced on the date provided for in Paragraph 3.1, and shall be diligently pursued by the Contractor and completed not later than **forty (40) working days** from the date of commencement for the base bid. If Additive Alternate 1 is chosen, an additional **ten (10) working days** shall be added.

ARTICLE 4
THE CONTRACT PAYMENT

4.1 In consideration of the covenants, agreements, and promises on the part of the Contractor contained in the Contract Documents, and the strict and literal fulfillment of each and every such covenant, agreement, and promise, and as compensation agreed upon for the erection, construction, and completion of the said work as described in Article 1 hereof in strict accordance with the Plans and Specifications therefore, the Owner agrees to pay and cause to be paid to the Contractor the Contract Sum of **\$2,973,333.00** lawful money of the United States, subject to any additions or deductions as provided in the Contract Documents.

FY 20/21 SB-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

ARTICLE 5 **PROGRESS PAYMENTS**

5.1 Applications for Payment shall be submitted monthly in a timely manner by the Contractor on or before the date mutually agreed upon by the Owner and Contractor. The form shall be approved by the Owner.

5.2 Progress Payments shall be made once each month, on or about a date to be determined by the Owner. The amount shall be based on the percent completion of each portion of work completed at the end of the month covered by the Application of Payment. Payment of undisputed contract amounts (progress payments) is contingent upon the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the work relating to the amount so paid. The release may be on the form used for computing monthly progress payment.

5.3 The progress payment amount shall be adjusted as set forth in Article 6 of the General Conditions.

ARTICLE 6 **FINAL PAYMENT**

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when 1) the Contract has been fully performed by the Contractor, and 2) a final Certificate for Payment has been issued by the Inspector. Such final payment shall be made by the Owner not more than 60 days after the recording of the Notice of Completion.

6.2 Pursuant to Public Contract Code Sections 7107 and 7201, in the event of a dispute between the Owner and Contractor, the Owner may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. Except as so withheld, the Owner shall release the retention withheld within 60 days after the date of completion of the work of improvement, as "completion" is defined in Public Contract Code section 7107. In the event that retention payments are not made within the time periods required by Public Contract Code section 7107, the Owner shall be subject to the interest payment provisions of Public Contract Code section 7107.

ARTICLE 7 **MISCELLANEOUS**

7.1 Liquidated Damages shall be imposed upon the Contractor should the Contractor fail to complete this contract and the work provided herein within the time fixed for such completion. Subject to Public Contract Code section 7203, the Contractor shall also become liable to the Owner for all loss and damage which the latter may suffer on account thereof.

7.2 IT IS HEREBY FURTHER AGREED, that in case the Contractor does not complete the work within the days as herein provided, for reasons or causes other than those provided for in the Contract Documents hereof, the Owner will be damaged. After considering such a breach and all aspects of the work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable daily damage for such a breach, if any, will be **\$1,000.00** per calendar day and the payment of the same, if any, is payment of liquidating damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this agreement and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due said Contractor under this contract.

FY 20/21 SB-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

7.3 Terms used in the Agreement which are defined in the General Conditions of the Contract shall have the meanings designated in those Conditions.

ARTICLE 8 **TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 10 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 10 of the General Conditions.

ARTICLE 9 **ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The agreement is this executed standard form of Construction Agreement.

9.1.2 The General Conditions are the General Conditions dated September 2016.

9.1.3 The Supplementary Conditions, and any other Conditions of the Contract are those detailed below:

Document	Date	Pages
SPECIAL PROVISIONS	6/4/21	15

9.1.4 The Specifications contained in the contract documents approved by the Kings County Board of Supervisors, as amended by addendum.

9.1.5 The Drawings contained in the Contract Documents approved by the Kings County Board of Supervisors, as amended by Addenda.

9.1.6 The Addenda, if any, are as follows:

Number	Date
1	5/26/21
2	6/3/21

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows: those documents listed in Article 1.

ARTICLE 10 **MISCELLANEOUS PROVISIONS**

10.1 Headings in any contract document may be useful in the construction of ambiguous language, but are for convenience only and shall not be construed to extend the scope, meaning, or intent of the document or to control in the event of a direct conflict with any express provision thereof. Wherever the context so requires, the neuter gender includes the feminine and masculine and vice versa, the singular includes the plural and vice versa, and the word "person" includes any jurisdictional person, including a corporation, partnership, firm, or association. "Shall," "will," and "agrees" are mandatory, and "may" is permissive. Any reference to term includes extensions of such term. Any word or phrase expressly defined by this Agreement shall carry the defined meaning unless the context unambiguously requires otherwise.

10.2 This Agreement, including each of the contract documents enumerated in Articles 1 and 9 and any exhibit thereto, shall constitute the entire Agreement between the parties, and shall not be modified, amended, altered, or changed except as provided for therein or otherwise by a written document signed by both parties. No verbal agreements or conversations prior to execution of this Agreement or requested Amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable

FY 20/21 SB-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

provisions of this Agreement. The parties agree to execute such additional documents as may be necessary to carry out the intent and provisions of this Agreement.

10.3 Contractor shall prevent unauthorized disclosure of any of Owner's confidential information, and shall not use any confidential information shared with it for any purpose other than carrying out Contractor's obligations under this Agreement.

10.4 Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance, including but not limited to prevailing wage laws and other labor and employment laws affecting wages, hours, and conditions of employment, licensing laws, safety regulations, and purchasing practices. Without limiting the generality of the foregoing:

10.4.1 Contractor represents that it, its employees, officers, and directors, and the immediate family members of its employees, officers, and directors, have no direct or indirect conflict of interest, which conflicts with the rendering of services under this Agreement; neither shall any such interest be acquired, and Contractor shall disclose any conflict of interest that may arise in writing to Owner. A "conflict of interest" includes any circumstance or activity that is likely to cause or encourage any of Owner's officers, employees, or agents to violate Part IV of Owner's Purchasing Policy, last revised May 24, 2016.

10.4.2 Contractor is knowledgeable of Government Code section 8350, et seq., regarding a drug free workplace, and shall abide by and implement its statutory requirements.

10.4.3 In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination, and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, or sexual orientation. Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training including apprenticeship. Further, Contractor will include this provision in all of its subcontracts to perform work under this Agreement.

10.5 This Agreement, including any other contract documents enumerated herein in Articles 1 and 9 that must be executed by the Parties, may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

10.6 Any language in this Agreement found to be ambiguous shall be construed in the manner that best effectuates the objects and purposes of the Agreement. This Agreement represents the contributions of both parties, who each have the opportunity to be represented by competent 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 this Agreement.

10.7 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.

10.8 Nothing in this Agreement may be construed to create, and the parties do not intend to create, an independent right of action in any third party.

10.9 This Agreement shall be governed in all respects by the laws of the state of California, wherein the Agreement has been executed and delivered.

10.10 Whenever this Agreement requires notice of any kind but fails to indicate the manner in which notice should be given and the person to whom it should be delivered, notice shall be given in writing by personal service or by prepaid first-class mail addressed as follows:

FY 20/21 SB-1 FUNDED KINGS COUNTY ROADWAY IMPROVEMENT PROJECT

OWNER:
COUNTY OF KINGS
MR. CRAIG PEDERSEN
CHAIRMAN-KINGS COUNTY BOARD OF SUPERVISORS
1400 W. LACEY BLVD.
HANFORD, CA 93230

CONTRACTOR:
PAPICH CONSTRUCTION CO., INC.
MR. JASON PAPICH
PRESIDENT
398 SUNRISE TERRACE
ARROYO GRANDE, CA 93420

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three days following the date of mailing or the date of delivery reflected on a return receipt, whichever occurs first.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed by the Chairman of the Board of Supervisors and the Contractor has executed this Agreement on the day and year first above written.

_____ OWNER:

_____ By

_____ CONTRACTORS:

_____ By

NOTE: If the Contractor executing this contract is a corporation, a certified copy of the By-Laws, or of the Resolution of the Board of Directors, authorizing the officers of said corporation to execute the contract and the bonds required thereby must be annexed thereto.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Administration – Kyria Martinez/Domingo Cruz
Public Works Department – Dominic Tyburski

SUBJECT: SENATE BILL 81 ROUND TWO JUVENILE CENTER REMODEL PROJECT –
MODULAR DESIGN SERVICES AGREEMENT

SUMMARY:

Overview:

On May 25, 2021, your Board awarded the bid for the County's Senate Bill 81 Round Two Juvenile Center Remodel Project ("the SB 81 Project") to the apparent lowest bidder, Bowe Contractors, Inc. In order to move the project forward, design of the modular buildings must be expedited in order to facilitate the State Fire Marshall life and safety review as required prior to approval.

Recommendation:

Approve a Modular Design Services Agreement with Bowe Contractors, Inc. for the County's Senate Bill 81 Round Two Juvenile Center Remodel Project.

Fiscal Impact:

The total cost of the modular designed services is \$165,000. This amount is included in the Recommended Fiscal Year 2021-2022 Budget, Budget Unit 700003 (KC SB 81 Project), Account 94105 (SB 81 Project). The expenses for the modular design services is part of Bowe Contractors, Inc.'s bid, which will be credited from the total amount of \$16,520,000.

BACKGROUND:

The SB 81 Project consists of remodel to and an expansion of the existing County's Branch Jail facility, which will build a new Juvenile Center and Juvenile Day Reporting Center. The remodel and new construction includes housing, classrooms, program space, office space, and a day reporting center. The project includes 32-

(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

SENATE BILL 81 ROUND TWO JUVENILE CENTER REMODEL PROJECT – MODULAR DESIGN SERVICES AGREEMENT

June 29, 2021

Page 2 of 2

beds, classroom space, medical and programming space, a booking and intake control room, outdoor recreation, warming kitchen, and yard areas.

The project also includes, but is not limited to, electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security; and fire protection systems, and all other necessary appurtenances. This will enable the facility to be better equipped to provide services to the entire juvenile population. The construction requires to be completed within 15 months, or approximately 456 calendar days. Estimated start of construction is on July 27, 2021, and the estimated completion date is October 20, 2022. It is also anticipated that the occupancy date is January 18, 2023.

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

Agreement No. _____

**AGREEMENT BETWEEN BOWE CONTRACTORS, INC.
AND THE COUNTY OF KINGS FOR
THE PROVISION OF MODULAR BUILDING DESIGN SERVICES
FOR THE SB 81 PROJECT**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2021, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Bowe Contractors, Inc. (hereinafter “Contractor”).

R E C I T A L S

WHEREAS, the County requires Contractor to prepare the designs for the modular buildings to be used in the County Juvenile Center Remodel Project under Senate Bill 81 (“SB 81 Project”) for submission to the State Fire Marshall; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

The County hereby engages Contractor to submit design, construction, and any other types of drawings necessary of the modular buildings (“Modular Design Plans”) for the SB 81 Project to the State Fire Marshall for review and approval. The Modular Design Plans shall include, but not be limited to, the structural design calculations and drawings, Mechanical, Electrical, and Plumbing drawings, and the Fire Alarm design.

The parties anticipate the lead time for submission will be ten (10) weeks.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor shall, at all times utilizing its ability, experience and talent, faithfully, industriously and professionally perform the work set forth above and work with the State Fire Marshall and the County to obtain State Fire Marshall approval of the Modular Design Plans.

3. COMPENSATION

Contractor shall receive an amount not to exceed One Hundred Thousand Sixty-Five Dollars (\$165,000.00) as compensation in full for the services rendered under this Agreement. Said amount shall be deducted from the overall compensation to be paid Contractor pursuant to its bid on the SB 81 Project of Sixteen Million Five Hundred Twenty Thousand Dollars (\$16,520,000.00).

Contractor shall not be entitled to nor receive additional compensation from the County for services rendered under this Agreement unless it is amended in writing by both parties. Any additional compensation shall also be deducted from Contractor's overall compensation for the SB 81 Project unless otherwise agreed.

4. TERM

This Agreement shall remain in full force and effect until both parties have completed performance or the Agreement is otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS.

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

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board. Exercise of an option to extend this Agreement does not require or constitute an amendment thereof.

7. TERMINATION

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

B. With Cause. This Agreement may be terminated by either party should the other party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching party shall provide written notice to the breaching party of its intention to terminate the Agreement and inform the breaching party whether the breach is able to be cured.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching party deems the breach of a nature subject to cure, said party shall allow the breaching party a

period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Breach to cure, the breaching party may submit a written proposal to the non-breaching party within that period, in which said party sets forth a specific plan to remedy the breach and a date certain for completion. If the non-breaching party agrees to the proposed plan in writing, the breaching party shall immediately commence curing the breach. If the breaching party fails to cure the breach within the time agreed upon by the parties, the non-breaching party may terminate the Agreement either immediately, on a date provided in the Notice of Breach, or provide the breaching party additional time to cure the breach.

b. Alternatively, the County may elect to cure the breach and charge any and all expenses incurred as a result thereof to the Contractor.

2) Breach Not Subject to Cure. If the non-breaching party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching party of its intent to terminate the Agreement for cause, in which it shall include a date upon which the Agreement terminates.

C. Effects of Termination. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or 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 of previous acts by the other party that constitute a breach or default of the party's obligations under this Agreement serve as a waiver of the parties' right to assert that a breach or default of this Agreement has occurred, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to any breach or default.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right to obtain indemnification from the Contractor or any third parties, prior to the commencement of work or execution of this Agreement, Contractor shall purchase the following types of insurance for the minimum limits as indicated below and maintain said policies throughout the term of the Agreement. Contractor shall further provide an Endorsed Additional Insured page from its Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Such proof shall be delivered as set forth under the Notice Section of this Agreement or as otherwise agreed between the parties. Failure to obtain, maintain,

or provide proof of insurance coverage as required will be considered a material breach of the Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

B. Endorsement of Policies. For each policy as outlined below, the County and its Board members, officials, officers, employees, and agents shall be endorsed 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.

C. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

D. Insurance Limits. The required insurance policies must be obtained for the amounts set forth, below, unless otherwise approved by the County's Risk Manager in writing prior to the execution of this Agreement.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage.

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 not less than One Hundred Thousand Dollars (\$100,000) for property damages, or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

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

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

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

this Agreement.

9. INDEMNIFICATION

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable

to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 6250 *et seq.*

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

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

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

Contractor shall not assign this Agreement without the prior written consent of the County

subject to any required state or federal approval. Assignment by Contractor of any monies due shall not constitute an assignment of the Agreement.

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

COUNTY:
COUNTY OF KINGS
1400 W. LACEY BLVD.
HANFORD, CA 93230
ATTN: KYRIA MARTINEZ
KYRIA.MARTINEZ@CO.KINGS.CA.US

CONTRACTOR:
BOWE CONTRACTORS, INC.
42424 4TH STREET E
LANCASTER, CA 93535

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

20. CHOICE OF LAW

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

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

21. SEVERABILITY

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

22. SURVIVAL

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

23. NO THIRD PARTY BENEFICIARIES.

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

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

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

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

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

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

originated or maintained in documentary form.

26. AUTHORITY

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

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

COUNTY OF KINGS

BOWE CONTRACTORS, INC.

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

By: _____

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

APPROVED AS TO FORM:
Lee Burdick, County Counsel

Sande Huddleston, Risk Manager

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Administration -Kyria Martinez
County Counsel – Lee Burdick/Diane Freeman

SUBJECT: REDISTRICTING OUTREACH PLAN

SUMMARY:

Overview:

Every 10 years, following the completion of the U.S. Census, each California County is obligated to undertake a review of whether the current population counts in the County require a change to district boundaries to ensure equitable representation among County residents. On June 8, 2021 the county entered into an agreement with Tripepi Smith for redistricting outreach services. The County's Public Information Officer in connection with County Counsel and its redistricting public outreach consultant has prepared a redistricting public outreach plan.

Recommendations:

Receive information regarding the County's redistricting public outreach plan and direct staff as necessary.

Fiscal Impact:

The County's redistricting public outreach plan as presented is funded by existing contracts and will have no impact on future budgeted amounts. The fiscal impact of additional outreach efforts the Board may direct is subject to further evaluation.

BACKGROUND:

The California Voting Rights Act, as amended by Assembly bills 849 and 1276, provides the legal requirements for the County's 2021 redistricting public outreach. They include:

- Outreach to media organizations, including those that serve minority communities;

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

REDISTRICTING OUTREACH PLAN

June 29, 2021

Page 2 of 3

- Outreach to good government, civil rights, civic engagement, and community groups or organizations that are active in the County, including those active in language- minority communities, and those that have requested to be notified concerning county redistricting;
- Live translation of a public hearing (or workshop) if requested 72 hours in advance;
- Online publication of all public hearings (or workshops) at least five (5) days in advance;
- Online publication of a draft map least seven (7) days before being adopted as a final map;
- Receipt of maps or testimony from the public (both in writing and electronically);
- Making available recordings or written summaries of each public hearing (or workshop); and
- Establishing, and maintaining for at least 10 years after the adoption of new Supervisorial district boundaries, an Internet web page dedicated to redistricting.

In compliance with these requirements, the County through its consultant Tripepi Smith will engage in the following activities to ensure residents are educated about the redistricting process and understand how they can be involved with providing feedback and participating in the four legally required public hearings.

Create and Maintain a Redistricting Website:

A redistricting website (redistrictkings.com) will serve as the central hub for all resources and educational materials related to the redistricting process. The website will include all information required by the Secretary of State about redistricting and provide a preview of the process in the County. Updates will be made to the website as needed as the process progresses, including access to mapping tools, draft maps and public hearing information. The site will also include a translation feature so that webpage content can be translated into various languages.

Issue Press Releases/News Article for Website:

Three bilingual press releases will be utilized to (1) announce the kickoff of the redistricting process and unveil the public hearing dates, (2) encourage the community's use of the mapping resources and tools, and (3) inform the County of the adoption of the new district lines. Each release will be sent to a list of media contacts and interested community members via email, as well as posted to the dedicated website.

Social Media Support:

Dedicated "Redistricting Kings" Facebook, Instagram and Twitter accounts will be established and utilized to further connect with the County's online audience. Social media posts will be published to each of these platforms on a regular basis (one bilingual post per week) throughout the redistricting process. Additionally, two boosted posts (paid advertising) on Facebook/Instagram will be used to help spread the word about public hearings and solicit public commentary.

Public Hearings:

Four public hearings are required as part of the redistricting process, which will be appropriately noticed based on legal requirements. Public hearings are currently tentatively scheduled for July 20, August 31 and December 7, 2021 during the regular Board of Supervisors meetings at 10 a.m. A public hearing will also be held the evening of November 3, 2021 at 6:30p.m. As with any public hearing, members of the community will be able and encouraged to participate. Each of these meetings will be promoted online, as well as with a

Agenda Item

REDISTRICTING OUTREACH PLAN

June 29, 2021

Page 3 of 3

flyer which will be posted online and distributed to local community groups/members via email. Flyers will also be printed and displayed on County facility counters.

Outreach to Community Groups:

Contacts that were collected during the last Census outreach process will be emailed/called to notify community members about the redistricting process and point them to the website where resources can be accessed. They will also have the option to be included in press release and flyer distribution.

Level of interest in redistricting will be gauged throughout the process and, pending feedback, staff will work together with its demographer and outreach consultant to determine what additional outreach steps, if any, may be needed.



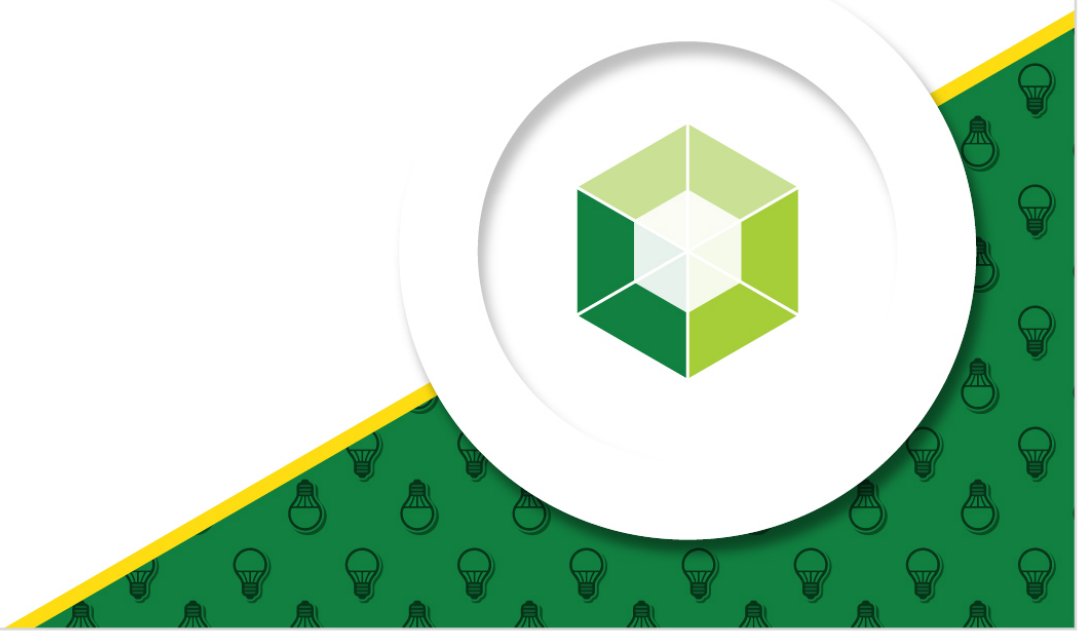
TRIEPEI SMITH
marketing • technology • public affairs

COUNTY OF KINGS



REDISTRIC KINGS

Redistricting Public Outreach Plan Overview





REDISTRICTING PUBLIC OUTREACH PLAN OVERVIEW

Redistricting can be a complex matter and requires close collaboration between special legal counsel, a demographer and an outreach firm. Engagement with the Kings County community is an essential part of this process, and so the following strategies and tactics will be utilized to ensure residents are educated about the redistricting process and understand how they can be involved with providing feedback and participating in the four legally required public hearings.

Redistricting Website

A redistricting website (redistrictkings.com) will serve as the central hub for all resources and educational materials related to the redistricting process. The website will include all information required by the Secretary of State about redistricting and provide a preview of the process in the County. Updates would be made to the website as needed as the process progresses, including access to mapping tools, draft maps and public hearing information. The site will also include a translation feature so that webpage content can be translated into various languages.

Press Release/News Article for Website

Three bilingual press releases will be utilized to (1) announce the kickoff of the redistricting process and unveil the public hearing dates, (2) encourage the community's use of the mapping resources and tools, and (3) inform the County of the adoption of the new district lines. Each release will be sent to a list of media contacts and interested community members via email, as well as posted to the dedicated website.

Social Media Support

Dedicated "Redistricting Kings" Facebook, Instagram and Twitter accounts will be established and utilized to further connect with the County's online audience. Social media posts will be published to each of these platforms on a regular basis (one bilingual post per week) throughout the redistricting process. Additionally, two boosted posts (paid advertising) on Facebook/Instagram will be used to help spread the word about public hearings and solicit public commentary.

Public Hearings

Four public hearings are required as part of the redistricting process, which will be appropriately noticed based on legal requirements. Public hearings are currently tentatively scheduled for July 20, August 31 and December 7, 2021 during the regular Board of Supervisors meetings. A public hearing will also be held the evening of November 2, 2021. As with any public hearing, members of the community will be able and encouraged to participate. Each of these meetings will be promoted online, as well as with a flyer which will be posted online and distributed to local community groups/members via email. Flyers will also be printed and displayed on County facility counters.

Community Groups

Contacts that were collected during the last Census outreach process will be emailed/called to notify community members about the redistricting process and point them to the website where resources can be accessed. They will also have the option to be included in press release and flyer distribution.

Level of interest in redistricting will be gauged throughout the process and, pending feedback, staff will work together with its demographer and outreach consultant to determine what additional outreach steps, if any, may be needed.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: AGREEMENT WITH THE SANTA ROSA RANCHERIA FOR DEVELOPMENT
AGREEMENT FOR THE TACHI-YOKUT FIRE STATION

SUMMARY:

Overview:

On November 13, 2020 the County entered into an intergovernmental agreement with the Santa Rosa Rancheria Tachi-Yokut Tribe (Tribe) in which both parties agreed the tribe would construct a new fire station and training facility, in accordance with standards acceptable to the County, to relocate the Kings County Fire Department Station 7 onto its Reservation within two miles of the Tachi Palace Casino Resort. The fire station would be named the, Kings County Fire Department Tachi-Yokut Station (TFS). The Parties also agreed that the Tribe would administer and otherwise manage the development and construction of the TFS for up to \$21.2 million. The County and the Tribe desire to create an efficient mechanism by which the Tribe can administer and manage the development and construction of the TFS in accordance with the standards acceptable to the County and as such are requesting a development agreement between the County and the Tachi Palace Casino Resort for the establishment of the TFS Development Board.

Recommendation:

- a. Approve the Development Agreement between Kings County and the Santa Rosa Rancheria Tachi-Yokut Tribe for the development of the Tachi-Yokut Fire Station; and
- b. Appoint the County Fire Chief and the County Public Works Director as members of the Tachi-Yokut Fire Station Development Board.

Fiscal Impact:

The Tribe has also agreed to build a new fire station on Tribal land, which the Tribe will make available for County operations and which will off-set costs associated with operations of the County's current Fire

(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 THE SANTA ROSA RANCHERIA FOR THE PROVISION OF PUBLIC SERVICES

June 29, 2021

Page 2 of 2

Station 7. The total project cost of the Tachi-Yokut Fire Station will not exceed \$21.2 million.

BACKGROUND:

The TFS Development Board would comprise of two (2) members appointed by the County and two (2) members appointed by Tribe. The County and the Tribe shall each designate its representatives in writing within 10 days of the date of this Agreement. In the event a Party elects to change its designated representative(s), it may do so by giving notice. The Development Board shall have the exclusive power to instruct and direct the Tribe and its Affiliates to act regarding the development of the Project. The Development Board shall not be authorized to waive the sovereign immunity of the County or the Tribe under any circumstances. All decisions of the Development Board shall be made by approval of a majority of members of the Development Board at duly-held meetings where a quorum is present.

County Administration is recommending appointing the County Fire Chief and the County Public Works Director as the two members from the County as members, with help and coordination from Administration staff. The County has recently released a Capital Project Manger Request for Proposals and anticipates awarding the contract on July 13, 2021. The Capital Project Manager is to participate as a part of the development team for the Tachi-Yokut Fire Station.

Beginning with the date of this Agreement, the Development Board shall meet at least once each month until Project completion. No later than 30 days before the end of the then-current fiscal quarter, the Development Board shall distribute meeting schedules for the next quarter to each Board member.

Within sixty days after the date of this Agreement, the Development Board shall establish a Development budget for the Project, including all Project Costs. The Development Board may revise, update, and modify the Development budget as necessary during the course of the Project.

The Agreement will become effective once both parties sign the agreement. County Counsel has approved the agreement as to form.

**DEVELOPMENT AGREEMENT
BETWEEN
KINGS COUNTY
AND
TACHI PALACE CASINO RESORT**

Dated as of _____, 2021

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (“Agreement”), is made and entered into as of this ____ day of _____, 2021, by and between Kings County, a political subdivision of the State of California (“County”) and the Tachi Palace Casino Resort (“Tribe”), an unincorporated wholly owned economic arm of the Santa Rosa Indian Community of the Santa Rosa Rancheria, a federally recognized Indian tribe. The County and Tribe hereinafter may each be referred to as a “Party” and collectively as the “Parties.”

RECITALS

A. The Parties signed an Intergovernmental Agreement (“IGA”) on November 13, 2020, in which they agreed:

The Tribe shall construct a new fire station and training facility, and shall grant easements for ingress and egress, in accordance with standards acceptable to the County to relocate Kings County Fire Department Station 7 onto its Reservation within two miles of The Palace, which fire station shall have the ability to meet the "Minimum First Response Requirements" as set forth below. The fire station shall be named the "Kings County Fire Department Tachi-Yokut Station" ("TFS").

IGA Article V(C);

B. The Parties also agreed that the Tribe would administer and otherwise manage the development and construction of the TFS for up to \$21.2 million. IGA Article V(C)(5); and

C. The Parties desire to create an efficient mechanism by which the Tribe can administer and manage the development and construction of the TFS in accordance with the standards acceptable to the County.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants, and for other good and valuable consideration as set forth herein, the receipt and sufficiency of which are expressly acknowledged, the County and Tribe agree as follows:

DEFINITIONS. As used in this Agreement, the terms listed below shall have the following meanings:

“Affiliate” shall mean any person, corporation, partnership, limited liability company, joint venture, trust, department, subdivision, or agency controlled by, under common control with, or which controls directly or indirectly a Party and who performs or provides any good or service or who acts an agent of a Party in any manner relating to

the Project or the TFS. For purposes of this definition, “control” means the ability, directly or indirectly, to affect the management and policies of a person or entity.

“Agreement” means this Development Agreement, as the same may be amended or modified from time to time.

“Architect” means the design professional selected to prepare Plans and Specifications for the TFS in accordance with Article 3.

“County” means Kings County, California.

“County Representatives” shall have the meaning ascribed to it in Section 1.1.

“Compact” means the Tribal-State Compact between the State of California and the Tribe executed on April 27, 2021.

“Completion” means the completion of the TFS or, as applicable, portions thereof, in substantial accordance with the Plans and Specifications and Legal Requirements, as evidenced by a certificate of completion from the Architect and other certifications from construction professionals and inspectors as the Legal Requirements and Tribe may require in accordance with this Agreement.

“Construction Budget” means a budget including all costs to the owner of the Project of all elements of the Project as designed or specified by the Architect including the cost at current market rates of labor and materials and equipment designed, specified, or specifically provided by the Architect, the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for each construction manager’s or contractor’s overhead and profit.

“Construction Contract” means a written agreement or agreements between the Tribe or its designee and the General Contractor, as approved by the Development Board, which requires the General Contractor to provide all materials and labor necessary to achieve Completion of the TFS in accordance with the Plans and Specifications.

“Costs of Development” means the aggregate costs incurred by the Tribe and its Affiliates in their performance of this Agreement, including, without limitation, the Developer’s fee, financing costs, legal fees, consulting and lobbying fees, public relations fees and costs, environmental and other engineering fees, costs of studies, reasonable and necessary travel expenses incurred by Tribe personnel in performing this Agreement, costs of labor and materials for all off-site improvements relating directly to the Project and all on-site improvements, labor, materials, all FF&E, builder’s risk insurance, surveys, permits, interest on debt, payment and performance bonds, architectural and engineering plans and services, legal, accounting and other professional services, but excluding Initial Costs of Operation.

“County Representatives” means the persons selected by the County to serve as its representatives on the Development Board.

“Design Agreement” means a written agreement or agreements between the Tribe and the Architect, as approved by the Development Board. which requires the Architect to create Plans and Specifications for the Project.

“Developer” shall have the meaning ascribed to it in Article 2.

“Development Board” means the board exercising control over the Project in accordance with Article I of this Agreement.

“Effective Date” means the date the latter of the Parties executes this Agreement.

“FF&E” means all furniture, furnishings and equipment used for the operation of the TFS.

“General Contractor” means the person or entity selected by the Development Board to construct a TFS.

“Initial Operations Costs” means all costs, except for Costs of Development, incurred by the Tribe and its Affiliates, prior to the opening of a TFS, including, without limitation, advance payments or deposits to providers of goods and services, equipment and supplies except for FF&E, and all costs associated with opening events and any special events held prior to the public opening of the TFS.

“Legal Requirements” means any and all present and future judicial, administrative, and federal, state, local or tribal rulings or decisions, and any and all present and future federal, state, local and tribal laws, ordinances, rules, regulations, permits, licenses and certificates, applicable to the Tribe, County, the Santa Rosa Rancheria, and/or the TFS.

“Plans and Specifications” means the architectural plans, drawings, and specifications for a TFS.

“Project” means the development of the TFS.

“Project Costs” means all Costs of Development and Initial Operations Costs.

“Qualified Accountant” means an independent, reputable, accounting firm selected by the Development Board to review and prepare reports regarding Project finances in accordance with this Agreement.

“State” means the State of California.

“TFS” means the Kings County Fire Department Tachi-Yokut Fire Station and training facility on the Tribe’s Reservation.

“Tribe” means the Tachi Palace Casino Resort (“Tribe”), an unincorporated wholly owned economic arm of the Santa Rosa Indian Community of the Santa Rosa Rancheria, a federally recognized Indian tribe.

“Tribe Representatives” means the persons selected by the Tribe to serve as its representatives on the Development Board.

Article 1: Project Oversight; Development Board

1.1 Establishment of the Development Board. The Parties agree to establish a Development Board comprised of (a) two (2) members appointed by the County (“County Representatives”), and (b) two (2) members appointed by Tribe (the “Tribe Representatives”). The County and the Tribe shall each designate its representatives in writing within 10 days of the date of this Agreement. In the event a Party elects to change its designated representative(s), it may do so by giving notice as set forth in Article 7 below.

1.2 Powers of Development Board; Decision-Making.

(a) Except as expressly stated otherwise in this Agreement, the Development Board shall have the exclusive power to instruct and direct the Tribe and its Affiliates to act regarding the development of the Project. The Development Board shall not be authorized to waive the sovereign immunity of the County or the Tribe under any circumstances. All decisions of the Development Board shall be made by approval of a majority of members of the Development Board at duly-held meetings where a quorum is present.

(b) In the event a majority of members of a quorum of the Development Board fails to reach a decision regarding a certain matter at a duly-held meeting, any member of the Development Board may submit the matter for resolution by an approved mediator within 48 hours after the meeting. The member requesting mediation shall provide a written description of the disputed matter, with all relevant factual background to the mediator and shall promptly provide copies to all other Development Board members. Mediation shall occur within 30 days after the matter is submitted for mediation.

1.3 Development Board Meetings.

(a) Beginning with the date of this Agreement, the Development Board shall meet at least once each month until Project completion. No later than 30 days before the end of the then-current fiscal quarter, the Development Board shall distribute meeting schedules for the next quarter to each Board member.

(b) Once the regular meeting schedule is set by the Development Board, no additional notice need be given of scheduled regular meetings.

(c) Special meetings of the Development Board may be held whenever, however, and wherever called for by at least two (2) members; provided, however, all members must receive at least 24 hours' advance, written notice of the time and place or manner of attending such special meeting.

(d) Any member may waive notice of any meeting and any adjournment thereof at any time before, during, or after it is held. Except as provided in the next sentence below, the waiver must be in writing, signed by the member entitled to the notice, and filed with the Development Board. The attendance of a member at or participation of a member in a meeting shall constitute a waiver of notice of such meeting, unless the member at the beginning of the meeting (or promptly upon his/her arrival) objects to the meeting and does not thereafter vote for or assent to action taken at the meeting.

(e) Meetings may be held in person, by teleconference, by Internet video conference, or any other means of communication by which all members participating may simultaneously hear and communicate with each other during the meeting.

(f) Two (2) Tribe Representatives and one (1) County Representative shall constitute a quorum for the transaction of business at any meeting of the Development Board.

(g) Members of the Development Board shall be allowed to vote by written proxy, provided that a copy of such proxy is provided to the other members of the Development Board prior to such meeting. A member voting by proxy at a meeting shall deemed to be present at such meeting.

1.4 Action Without Meeting. Any action required or permitted to be taken by the Development Board at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the members as evidenced by one (1) or more written consents describing the action taken, signed by each member. Action taken by consent is effective when the last member signs the consent, unless the consent specifies a different effective date. A signed consent by a member of the Development Board has the effect of a meeting vote and may be described as such in any document.

1.5 Development Budget.

(a) Within sixty (60) days after the date of this Agreement, the Development Board shall establish a Development budget for the Project, including all Project Costs. The Development Board may revise, update, and modify the Development budget as necessary during the course of the Project.

(b) The Development Board shall retain a Qualified Accountant to keep accurate and comprehensive records of all expenditures incurred on the Project. The Parties shall, at all times, have equal and full access to the detailed records of the Qualified Accountant.

(c) On or before the twenty-fifth (25th) day of each month, all Parties and Affiliates of Parties who have incurred Project Costs shall submit a list of such liabilities or expenditures along with supporting documentation for the preceding month to the Development Board. Within ten (10) days following receipt of a report, the Development Board shall provide written notice of any disputed liabilities or expenditures. All liabilities and expenses not disputed within such ten- (10-) day period shall automatically be deemed approved.

(d) Each month, the Development Board shall provide the Qualified Accountant with a list of all approved expenses and supporting documentation. The Qualified Accountant shall prepare a detailed monthly financial statement and shall timely provide a copy of such statement to all members of the Development Board.

Article 2: Development Consultant

The Tribe, on behalf and with the approval of, the Development Board, shall select a development consultant (“Developer”) with knowledge and experience in the construction industry to assist the Tribe with financing, developing, and constructing the TFS.

Article 3: Construction

3.1 Pre-Development.

(a) The Tribe, on behalf and with the approval of, the Development Board shall select such engineers, consultants, and other professionals to complete any environmental, geotechnical, hydrological, utilities, and/or traffic studies relating to the Project.

(b) The County shall assist the Tribe in obtaining all County permits and approvals that are necessary for the Project.

(c) In the event of a termination of this Agreement by the County, or if the Tribe terminates this Agreement pursuant to Section 6.2 of the Agreement: (i) all studies, reports, analysis, and other work product commissioned and all related contract and other rights (the “Pre-Development Work Product”) shall be owned and retained by Tribe; (ii) the County shall have no right to retain or use the Pre-Development Work Product and shall take any action necessary to assign and transfer the Pre-Development Work Product to Tribe; and (iii) the County shall have the right to purchase any or all Pre-Development Work Product from Tribe for the actual cost of such Pre-Development Work Product.

3.2 Selection of Architect; Plans and Specifications.

(a) As soon as reasonably practicable after the execution of this Agreement and from time to time as necessary for the development of additional facilities, the Development Board shall select an Architect for the Project from a list of one or more candidates presented by Tribe. If the Development Board fails to select an architect

from the initial list of candidates, Tribe shall continue to present additional candidates until the Architect is selected by the Development Board.

(b) After the Architect is selected, the Tribe or its Affiliate shall timely enter a Design Agreement which: (i) requires the Architect to provide all necessary Plans and Specifications for the Project; (ii) requires the Architect to create or substantially assist in the creation of the Construction Budget; and (iii) grants the Tribe, in cooperation with the Development Board, the exclusive right and responsibility to supervise, direct, and control the Architect's work under the Design Agreement.

3.3 Construction.

(a) As soon as reasonably practicable after the approval of the Design Agreement, the Development Board shall select a General Contractor from a list of one or more candidates presented by the Tribe. If the Development Board fails to select a general contractor from the initial list of candidates, Tribe shall continue to present additional candidates until the General Contractor is selected by the Development Board. In selecting the General Contractor, the Development Board shall consider candidates' experience with projects of similar type, size and quality, past performance, suitability for bonding, financial stability, association with the Tribe or County, and use of union trades.

(b) After the General Contractor is selected, the Tribe shall timely enter into a Construction Contract which: (i) requires the Contractor to provide all materials and labor necessary to achieve Completion of the TFS in accordance with the Plans and Specifications for a guaranteed maximum price; (ii) requires the Contractor to commence construction as soon as reasonably practicable; (iii) requires the Contractor to achieve Completion within a commercially reasonable period of time; (iv) grants the Tribe the right to assign the Construction Contract to Tribe's designee without the consent of the General Contractor; (v) requires the General Contractor to provide a warranty for its work for a period of no less than the maximum period subsequent to Completion customarily covered by the liability and errors and omissions insurance policy a General Contractor would usually obtain in the State and in no event less than one year from Completion; (vi) requires the General Contractor to maintain with an insurance company licensed by the State with an AM Best rating of A7 or better a comprehensive general liability policy and other insurance policies in the amounts and under terms and conditions generally carried by general contractors performing work on projects of similar cost, size, and risk; (vii) requires the General Contractor to name the Tribe and the County as additional insureds on the foregoing policies; (viii) grants the Tribe, in cooperation with the Development Board, the exclusive right and responsibility to supervise, direct, and control the General Contractor's work under the Construction Contract; and (ix) grants the Tribe, in cooperation with the Development Board, the right, as a Cost of Construction, to inspect the TFS and all records, documents, and instruments related to the construction of the TFS prior to the disbursement of each payment requested by the General Contractor.

(c) As may be required from time to time, the Tribe shall select, for final approval by the Development Board, any additional material suppliers, contractors, consultants, owner's representatives, inspectors, design professionals, and other providers of goods or services reasonably necessary to achieve timely Completion of the Project and which are not provided for under the Construction Contract. Whenever feasible, Tribe shall use reasonable business efforts to acquire goods and services from local vendors and suppliers.

(d) Construction change orders shall require the prior written consent of the Development Board.

(e) During the construction of the TFS, the Tribe and the General Contractor (to the extent permitted by the Construction Contract and by applicable law) shall give preference in recruiting, hiring, contracting and employment to, first, qualified members of the Tribe, and, second, to other qualified Native Americans.

(f) Final acceptance of construction of the TFS shall not occur until (i) evidence of Completion has been received and approved by the Development Board, (ii) a fully executed indemnity or release from liens is received from the General Contractor and all subcontractors, (iii) the General Contractor provides any other documentation reasonably requested by the Development Board, and (iv) all required approvals have been received from the relevant governmental authorities.

(g) No later than ninety (90) days prior to Completion, Tribe, with the assistance of the Architect, shall submit to the Development Board, for its review and approval, the specifications for all FF&E. Promptly upon the Development Board's approval, the Tribe shall select and procure vendors for FF&E in conformity with such specifications. The Tribe shall use reasonable business efforts to acquire such FF&E from local vendors, when feasible.

Article 4: Project Funding

4.1 Project Loan. The Tribe, on behalf and with the approval of, the Development Board, shall procure a lender to advance funds up to \$21.2 million as and when necessary to pay the Costs of Development on a monthly basis upon terms and conditions acceptable to the Tribe.

4.2 Payment of Costs of Development. The Tribe shall pay all Costs of Development and Initial Operations Costs with the loan.

Article 5: Term and Termination

5.1 Term of Agreement. This Agreement shall become effective upon the Effective Date. Unless terminated earlier as provided in Article 6, this Agreement shall expire upon Completion of the Project.

5.2 Termination for Cause. Either Party may terminate this Agreement if the other Party or its Affiliate commits a material breach and fails to cure such breach within thirty

(30) calendar days after receipt of written notice of the breach from the non-breaching Party. Termination is not an exclusive remedy for claims of a material breach, and the Parties shall be entitled to other rights and remedies as may be available pursuant to the terms hereof or under applicable law.

5.3 Termination by Mutual Consent. This Agreement may be terminated at any time upon the mutual written consent of the Parties

5.4 Involuntary Termination Due to Changes in Legal Requirements. In the event (a) a final determination is rendered by a court of competent jurisdiction that this Agreement is void or unlawful, or (b) a change in the Legal Requirements which renders this Agreement unlawful, the County and Tribe shall use their good-faith, best efforts to amend this Agreement in a mutually satisfactory manner to make this Agreement legally effective and lawful while minimizing material changes to the rights, duties and obligations of the Parties. In the event the Parties cannot agree on such an amendment following exhaustion of the Parties' good-faith, best efforts, performance of this Agreement shall be automatically suspended effective upon the date that this Agreement has been held unlawful or the effective date of the relevant change in Legal Requirements, and either Party may terminate this Agreement with written notice to the other Party.

5.5 Renewal Option. The Parties may renew or extend this Agreement for any period of time by mutual written agreement.

Article 6: Dispute Resolution

6.1 Disputes Between the County and Tribe. In recognition of the government-to-government relationship of the Tribe and the County, the Parties will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of either Party to seek injunctive or other relief, the Parties hereby establish a threshold requirement that disputes between the Tribe and the County first be subjected to a process of meeting and conferring in good faith to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance with the terms, provisions and conditions of this Agreement, as follows:

(a) Either Party will give the other Party, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved.

(b) The Parties will meet and confer in a good-faith attempt to resolve the dispute through negotiation not later than ten (10) business days after receipt of the notice, unless both Parties agree in writing to an extension of time.

(c) If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then either Party may seek to have the dispute resolved by a mediator in accordance with this section, but neither Party is

required to submit to mediation. The mediator will be selected by agreement of both Parties.

(d) Disagreements that are not otherwise resolved by mediation or mutually acceptable means as provided in this Article may be resolved in U.S. District Court for the Eastern District of California. The disputes submitted to court action include, but are not limited to, claims of breach or violation of this Agreement. In no event may the Tribe be precluded from pursuing any arbitration or judicial remedy against the County on the grounds that the Tribe has failed to exhaust administrative remedies. The Parties agree that, except in the case of an imminent threat to the public health or safety, reasonable efforts will be made to explore alternative dispute resolution prior to resorting to, or during, a judicial process.

6.2. No Waiver or Preclusion of Other Means of Dispute Resolution. This Article may not be construed to preclude, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution, including, but not limited to, non-binding arbitration, provided that neither Party is under any obligation to agree to such alternative method of dispute resolution.

Article 7: Notices

7.1 All notices required by this Agreement will be deemed to have been given when made in writing and delivered or mailed by certified mail, return-receipt requested to the respective representatives of the County and Tribe at their respective addresses as follows:

For the Tribe:

Tribal Chairman
Leo Sisco

For the County:

Kyria Martinez
Assistant County Administrative Officer
1400 W. Lacey Boulevard
Hanford, CA 93230
Kyria.Martinez@co.Kings.ca.us

With a Copy to:

Rosette, LLP
Att: Robert Rosette
565 W. Chandler Blvd, Suite 212
Chandler, AZ 85225

With a Copy to:

Lee Burdick
County Counsel
1400 W. Lacy Blvd, Law Bldg. No. 4
Hanford, CA 93230
Lee.Burdick@co.Kings.ca.us

7.2 In lieu of written notice to the above addresses, either Party may provide notices through the use of e-mail provided confirmation of delivery is obtained at the time of transmission of the notices.

7.3 Either Party may change the name, address or e-mail address to which such communications are to be given by providing the other Party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. 7.4

All notices will be effective upon receipt and will be deemed received through delivery if personally served or served using e-mail, or on the fifth (5th) day following deposit in the mail if sent by first-class, certified mail.

Article 8: Legal Provisions

8.1 No Third-Party Beneficiaries. This Agreement is not intended to, and shall not be construed to, confer a benefit on any third party or create any right, or power for a third party to bring an action to enforce any of its terms.

8.2 Amendments. This Agreement may be amended only by a written instrument duly signed and executed by the County and the Tribe.

8.3 Waiver. The failure of either Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility in this Agreement, will not be deemed to be a waiver of such right, obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement, unless such waiver is expressly set forth in writing in a document signed and executed by the appropriate authority of the County or the Tribe.

8.4 Authorized Representatives. The persons executing this Agreement on behalf of the Parties affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Party and to bind their respective Party to the terms and conditions of this Agreement. The persons executing this Agreement understand that both Parties are relying on these representations in entering into this Agreement.

8.5 Successors in Interest. The terms of this Agreement will be binding on all successors in interest of each Party.

8.6 Severability. The provisions of this Agreement are severable, and the adjudicated invalidity of any provision or portion of this Agreement shall not in and of itself affect the validity of any other provision or portion of this Agreement, and the remaining provisions of the Agreement shall remain in full force and effect. If a court of competent jurisdiction determines that a provision of this Agreement is invalid or unenforceable, then the Parties agree to promptly use good-faith efforts to amend this Agreement to reflect the Parties' original intent in accordance with applicable law. If the Parties are unable to reach agreement, they will resolve the dispute in accordance with the Article 6 Dispute Resolution provisions of this Agreement.

8.7 Construction of Agreement. This Agreement shall be construed and enforced in accordance with the laws of the United States, the Tribe and the State of California where applicable.

8.8 Force Majeure. In the event of a forced delay in performance by either the Tribe or the County due to causes beyond the reasonable control of that Party, including but not limited to fire, floods, drought, catastrophic weather events or other natural disasters, epidemics, embargoes, war, acts of war (regardless of whether war is declared), insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God, acts or inaction by the other Party or its employees or agents, unusual delay in transportation, or the unavailability of materials, the time for performance shall be extended for the period of the forced delay.

8.9 Entire Agreement.

(a) This Agreement constitutes the entire agreement between the County and the Tribe related to the Development of the Project and supersedes all prior Project-related negotiations, representations, or other agreements, whether written or oral.

(b) In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by both Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year above set forth.

TRIBE:

SANTA ROSA RANCHERIA TACHI-YOKUT
a federally recognized Indian Tribe

By:

Leo Sisco, Chairman

COUNTY:

KINGS COUNTY
a political subdivision of the State
of California

By:

Craig Pedersen, Chairperson
Board of Supervisors

APPROVED AS TO FORM:

Rob Rosette, Counsel for
Santa Rosa Rancheria Tachi-Yokut Tribe

Lee Burdick, County Counsel



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Administration – Kyria Martinez

SUBJECT: APPOINTMENT OF INTERIM COUNTY ADMINISTRATIVE OFFICER

SUMMARY:

Overview:

The County Administrative Officer (CAO) position was vacated on June 16, 2021. It is requested to appoint Larry Spikes to the position of Interim CAO effective June 29, 2021.

Recommendation:

Confirm an appointment of Larry Spikes to the position of Interim County Administrative Officer, effective June 29, 2021 and set the compensation.

Fiscal Impact:

The position is recommended to be paid at an hourly rate of \$99.27, and work no more than 900 hours annually as an Extra-Help Employee.

BACKGROUND:

The CAO position was vacated on June 16, 2021. It is requested to appoint Larry Spikes to the position of Interim CAO effective June 29, 2021. Mr. Spikes worked for Kings County from 1981 until his retirement in 2017. In that time, Mr. Spikes held the position of CAO from 1993 to 2017, a run of 24 years which at the time he was one of the longest serving CAOs in the State. Before becoming the CAO, he held the position of Deputy CAO from 1986 to 1993. In addition to his time serving Kings County, Mr. Spikes was also heavily involved in many committees and groups throughout the State. He served on Supreme Court Justice Tani Cantil-Sakauye's Court Facilities Advisory Committee, was the California State Association of Counties' (CSAC) representative on the California Law Enforcement Telecommunication Advisory Committee, and also served as President of the County Administrative Officer's Association of California. Additionally, he was a Board Member for the CSAC Finance Corporation and CAO on the County Medical Services Program Governing Board. With more than 35 years of experience in Kings County and throughout the state, 24 of which serving as the CAO for Kings County, it is recommended to confirm the appointment of Larry Spikes to the position of Interim County Administrative Officer.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: Administration – Kyria Martinez/ Matthew Boyett

SUBJECT: RESPONSE TO GRAND JURY REPORT ENTITLED “KINGS COUNTY
RESPONSE TO HOMELESSNESS”

SUMMARY:

Overview:

Pursuant to Section 933 of the California Penal Code, the Board and Kings County Homelessness Collaborative (KCHC) are required to respond to the findings and recommendations. The Response from the KCHC was been prepared for Board review as well as consideration for the Board to use as its response.

Recommendation:

- a. Review and approve the Kings County Homelessness Collaborative response to the Grand Jury report titled Kings County Response to Homelessness; and
- b. Approve the Kings County Homeless Collaborative Response as the Board response to the Grand Jury or direct staff to prepare a separate response to Grand Jury from the Board.

Fiscal Impact:

There is no fiscal impact.

BACKGROUND:

In June of 2019, the Board created the KCHC workgroup in an attempt to address the growing homeless situation in Kings County. The 2020-2021 Grand Jury investigated how different community organizations and government agencies responded to the challenges of providing services and resources to the homeless population in Kings County. The Grand Jury also evaluated the efforts and effectiveness of a newly formed body to address the issues of homelessness, KCHC.

(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

RESPONSE TO GRAND JURTY REPORT ENTITLED “KINGS COUNTY RESPONSE TO HOMELESSNESS”

June 29, 2021

Page 2 of 2

KCHC and the Board was provided with the *Grand Jury Kings County Response to Homelessness Report* on May 12, 2021. The KCHC response to Grand Jury’s Report addressing homelessness in Kings County was reviewed and approved by the KCHC on June 21, 2021. The KCHC is responding in accordance with California Penal Code Sections 933 and 933.5.

Attached is KCHC’s proposed response to the Grand Jury Report and the Grand Jury Report of Kings County’s Homelessness.

KINGS COUNTY'S RESPONSE TO HOMELESSNESS

April 29, 2021

SUMMARY

The growing crisis of homelessness has the most significant impact on the individuals experiencing it, but homelessness also has a broad effect on the entire community. The 2020-2021 Grand Jury investigated how different community organizations and government agencies responded to the challenges of providing services and resources to the homeless population in Kings County. The Grand Jury also evaluated the efforts and effectiveness of a newly formed body to address the issues of homelessness, Kings County Homelessness Collaborative.

The Grand Jury discovered as the homeless have become more visible, the community could no longer ignore them. Some of the local non-profits and faith-based organizations were first to provide basic shelter, meals, and services. The local government agencies began to increase their services and developed outreach programs to help those in need. As more funding was available from the State and federal governments, programs were able to expand to serve more people. The leadership of the County agencies and their community partners realized that their efforts needed to be more coordinated to prevent redundancy and to increase communication which would promote sharing of ideas to better serve the homeless community.

Perception of the homeless as all mentally ill substance abusers who do not want to be helped, needs to change. A single major life event can lead to homelessness. It is essential that the community, as a whole, buy into this problem to reach any resolution of the homelessness problem.

BACKGROUND

Homelessness is not a new phenomenon to the United States. The terms used to describe homeless individuals have changed over the years due to the circumstances of the times, the public's perception of those individuals, and the demographics of that population.

Definitions:

To better understand, it is important to define several of the terms specific to homelessness and the efforts to manage this complex and dynamic problem.

- Homeless
An individual or family who have a nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for humans, including a car, park, abandoned building, bus/train station, or campground. It also includes individuals or families living in emergency shelters, transitional housing, or safe havens.

- **Chronic Homeless**
People living in a place not meant for human habitation, a safe haven, or emergency shelter. They have lived in these situations for at least 12 months continuously, or at least on four separate occasions in the last three years, where the combined occasions total is at least 12 months.
- **Housing First**
An approach that offers permanent affordable housing as quickly as possible for individuals and families experiencing homelessness. This population then becomes more accessible to receiving supportive services and connection to community-based supports.
- **Types of Housing**
 - *Emergency Shelter (ES)*: a facility with the primary purpose of providing temporary shelter for homeless people.
 - *Transitional Housing (TH)*: a program that provides temporary housing and supportive services for up to 24 months with the intent for the person to move toward permanent housing.
 - *Rapid Rehousing (RRH)*: a program that provides financial assistance, housing subsidies, and supportive services to help those experiencing homelessness to be quickly rehoused and stabilized. This is considered permanent housing.
 - *Permanent Supportive Housing (PSH)*: a program designed to provide housing and supportive services on a long-term basis to formerly homeless people who have a disabling condition.
- **Continuum of Care (COC)**
A system to reduce the incidence of homelessness in communities/regions by helping individuals and families reach self-sufficiency and permanent housing. Awards funding from Department of Housing and Urban Development (HUD) and other sources. Kings/Tulare Homeless Alliance (KTHA) is the COC administrator for this region.
- **Point-in-Time Count (PIT)**
A HUD-mandated annual count of sheltered and unsheltered people experiencing homelessness on a single night in January. This count is important data used for HUD funding.
- **Homeless Management Information System (HMIS)**
A local information technology system that maintains a centralized database for tracking services and impact related to individuals experiencing homelessness. HMIS allows the community to monitor the performance of programs. Kings United Way operates this system in Kings County.
- **Kings/Tulare Homeless Alliance (KTHA)**
A broad-based coalition of homeless housing and service providers, advocates, government representatives, and consumers which shapes regional planning and decision-making. They provide funding resources to Kings County as well as operate the Coordinated Entry System.

- **Coordinated Entry System**
Kings and Tulare counties share this system operated by KTHA. This system coordinates local services and evaluates the individual's homeless status, housing needs, vulnerability, and response to emergency services. The priority of the system placement is to single adults and families experiencing chronic homelessness or those with high service needs. The system has multiple access points: Kings 2-1-1, outreach teams, housing navigators, partner agencies, and homeless service providers.
- **Kings 2-1-1**
Kings 2-1-1 is an informational phone line, online and text-to-chat function used to find local public resources and services such as health care, mental health, substance abuse, housing, food and utilities.

Historical Perspectives:

In the late 1800s, the word "*tramp*" was used to describe itinerant men (mostly white), who traveled from place to place alternating between hard work and wandering. After the Civil War, the meaning of tramp changed to describe lazy and incorrigible men. The 1920s and 1930s brought the economic hardships of the Great Depression, and so the term "*hobo*" evolved to mean migrant laborers answering the "call of the road" as they traveled on trains searching for work. Post-World War II saw the rise of "*skid rows*" which were mostly populated by older males over 50 who abused alcohol and drugs.

The development of psychotropic drugs and the civil liberties movement of the 1970s led to the transfer of mental health care away from institutions to local community-based services. This process, along with the decrease in funding for services, resulted in a large influx of mentally ill people onto the streets of local counties. The demographics of the homeless was no longer primarily white males, but now included people younger than 40, minorities, and females. In the 1990s, more families began to join the homeless population due to the lack of affordable housing. The homeless were now being characterized into three groups: transient, episodic, and chronic.

Over the past century, federal, state, and local governments have created legislation, agencies, and funding resources to help mitigate the complex problems associated with homelessness. Ultimately, the burden of specific management and delivery of services for the homeless falls on local counties and cities. These agencies are dependent on their ability to fund those services from state and federal governments, as well as grants from other outside entities.

Current Circumstances:

According to the HUD annual PIT count, California has a disproportionately large homeless population and leads the nation with more than 151,000 homeless as of January 2019. This represents about 27% of the total homeless population in the nation, while California's overall population is only 12% of the nation. Although the numbers are significantly different, looking at

the most recent 2020 PIT count in Kings County, administered by the Kings/Tulare Homeless Alliance, the results are similar to the State's trends as described in the 2020-2021 California State Budget Report, *The Governor's Homelessness Plan*.

2020 KINGS COUNTY HOMELESS POINT-IN-TIME COUNT

Total: 305 Homeless - 22% increase since 2019 PIT count

- 111 Chronic homeless
- 269 Slept unsheltered
- 30 Slept in emergency shelters
- 95 Homeless with disabling conditions
 - Mental 35%
 - Physical 30%
 - Substance abuse 24%
 - Developmental 18%
- 6 Slept in transitional housing
- 18 Unaccompanied youth
- 140 Women
- 165 Men
- 225 White
- 102 Hispanic
- 122 Non-Hispanic

As homelessness continues to grow in Kings County, as reflected by the PIT counts, so does the demand for resources and services.

METHODOLOGY

The 2020-2021 Grand Jury:

- Conducted internet research of several websites to gain a better understanding of the issues and challenges associated with homelessness, including:
 - California Grand Jurors' Association
 - County of Kings
 - Kings County Department of Public Health
 - Kings Community Action Organization
 - Kings County Homelessness Collaborative
 - Kings/Tulare Homeless Alliance
- Reviewed several publications related to State and local programs' efforts toward supporting the homeless:
 - 2013 Grand Jury Report on Homelessness-Kings County
 - 2019 Kings County Homelessness Gaps Analysis
 - 2019 Grand Jury Report on Homelessness-Sacramento County
 - 2020 Grand Jury Report on Homelessness-Santa Cruz County
 - 2020 Grand Jury Report on Homelessness-Fresno County

- 2020 Point in Time Count
 - 2020 Kings County Human Services Agency Presentations on Project Roomkey and Project Homekey
 - 2020-2021 California State Budget-*The Governor's Homelessness Plan*
- Attended local meetings and reviewed minutes of the following organizations:
 - Kings County Board of Supervisors
 - Kings County Homelessness Collaborative
 - Kings County Behavioral Health Services
- Interviewed multiple directors or representatives of different Kings County agencies and non-profit organizations who provide services to the homeless, with most being members of the Kings County Homelessness Collaborative:
 - Human Services Agency
 - Behavioral Health Services
 - Department of Public Health
 - Housing Authority
 - County Office of Education
 - Hanford Police Department
 - Board of Supervisors
 - Kings Community Action Organization
 - Kings Gospel Mission

DISCUSSION

There are various opinions and perceptions within Kings County concerning homelessness issues. The characterization of the homeless falls along an extensive spectrum from lazy people, alcohol and drug abusers, mentally ill individuals, and those who do not want to conform to societal norms, to those of lost people in personal or family crisis, victims of abuse, or often those with life changing disabilities who are seeking help. Homelessness is growing because of numerous factors and will continue to be an issue in our society. It is important to influence and motivate our local leaders to better educate the public so as to understand that homelessness is a community-wide problem.

After exposure to many articles and media programs highlighting the crises of homelessness in our state and county, the Grand Jury has directed this investigation into the overall response Kings County has made toward homelessness issues. In addition, the Grand Jury examined the newly formed Kings County Homelessness Collaborative's efforts and effectiveness regarding this growing problem.

Looking into the past, a previous report was written by the 2012-2013 Kings County Grand Jury titled *Homelessness in Kings County*. They interviewed officials of County government and the cities of Hanford, Lemoore, Corcoran, and Avenal, as well as an official from a local charitable organization. That Grand Jury also reviewed seven articles, attended a conference, and viewed a video concerning homelessness. There were about 200 homeless people in the County, mostly males who lived unsheltered, predominantly in Hanford, because of the availability of local

charitable organizations that provided services and meals. Law enforcement agencies were not experiencing a great deal of trouble from the homeless because they policed themselves. That Grand Jury concluded that *the homeless do not appear to be a problem.*

Since that report was published, the homeless became more visible to the public, especially with the establishment of larger populated encampments and more individuals on the streets of Hanford. There were more problems with damaged property, sanitation, and waste removal which imposed upon the city of Hanford, local businesses, and individual landowners a significant cost to repair and clean up. The majority of homeless people continue to reside in Hanford because of the availability of services and resources. The Hanford Police Department experienced an increase in complaints including trespassing, public intoxication, theft, abandoned building "takeovers" resulting in fires, and an accumulation of trash and human waste associated with the homeless population. This led to 12 to 15 arrests from 150 response calls per month. The added burden of policing these issues caused an increased use of available resources, manpower, and officer time working with complicated situations involving individuals needing direction to essential services.

Causes of Homelessness

The causes of homelessness are difficult to determine in individual cases, but the PIT Count homeless survey identified the top six events that lead to homelessness: loss of job 26%; eviction 18%; increased rent 10%; drug and alcohol abuse 13%; family domestic violence 10%; and divorce/separation/break-up 9%. Additional factors are California's excessively high cost of housing and rent as well as limited inventory of affordable low-income housing.

Kings County's Response

There are several non-profit and faith-based organizations that stepped up to provide a large portion of immediate housing (ES, PSH, TH), food, essential personal services (bathrooms, showers, laundry, haircuts, basic health care), and referrals to other resources. A few of these organizations are Kings Community Action Organization, Kings Gospel Mission, Champions Recovery, Salvation Army, and Hanford Episcopal Church. They have been the primary source of immediate intervention to the homeless in our County. There are several County agencies or departments that have been providing services to the homeless including, but not limited to, the Human Services Agency, Behavioral Health Services, Public Health, Kings View, Adventist Health, County Office of Education, and Housing Authority. Many of the non-profit, faith-based organizations and outreach programs refer homeless individuals to these agencies and departments to obtain specific resources and needed care.

Outreach

The Hanford Police Department often is the first system contact the homeless person experiences. With this in mind, the Hanford Police Department decided to create a Homeless Assistance Resource Team (HART) in July 2015 comprised of two police officers dedicated to addressing the police response to homelessness. They changed their approach to dealing with the homeless to one of equal focus on outreach and enforcement. Enforcements (75%) are citations

without detention with 25% resulting in arrests and in custody. Almost all those detained are cited and released from jail immediately. Usually the first contact involves outreach by providing resources, a warning and advised to leave the area due to complaints. The second or third contact usually results in an enforcement action. This approach has allowed the homeless population to develop more trust in the police; as a result of more compliance from the homeless, the number of complaints has decreased.

In 2018, officers assigned to HART researched and developed a proposal to establish an accessible Homeless Resource Center in downtown Hanford. This one-stop-shop navigation center would provide a central location for the homeless to access resources and services from key providers such as Behavioral Health Services, medical care, community partners, shelter/housing opportunities, etc. They would also be able to take care of essential needs like personal hygiene, laundry, and have WiFi connections to contact loved ones. This center would also have the advantage of data collection of the true scale of homeless persons and their needs in Kings County. This center was not proposed to be a shelter where homeless people would sleep. The proposal was presented to the Hanford City Council with the support of The Wellness Bridge, a coalition of local agencies who want to improve the situation of the homeless. The City Council was supportive of this project until a group of business owners and other citizens brought their concerns about the center. Ultimately, this project was defeated.

Besides the outreach efforts of HART, many community partners and other engaged entities such as Kings View, Human Services Agency, Adventist Health, Department of Public Health, Kings/Tulare Homeless Alliance Housing Navigation, and Adult Protective Services also deploy staff who provide outreach to unsheltered homeless individuals.

Kings County Homelessness Collaborative

As the number of homeless and complexity of providing resources and services continue to expand, some of the key stakeholders working with the homeless proposed the development of a collaborative consisting of representatives of all key agencies, departments, and non-profit organizations providing services to the homeless. The intent was to increase communication, better utilize available resources, prevent redundancies of service, and provide better case management. With the support of the Kings County Board of Supervisors, the Kings County Homelessness Collaborative (KCHC) was established in July 2019 and its by-laws were approved September 10, 2019.

As stated in the by-laws, the purpose of the Collaborative is to advise and assist the County efforts to address homelessness issues affecting the community, and report to the Kings County Board of Supervisors on a periodic basis.

The list of Collaborative responsibilities as stated in the by-laws are as follows:

1. Assist the county in assessing the community's homeless population and services, including strengths and gaps in the current system (including rural and/or underserved areas) and help to develop strategies (short-term and long-term) to meet unmet needs.
2. Recommend policies that improve quality of life for homeless persons.

3. Make recommendations on strategies, goals, and funding resources to address homelessness within the county.
4. Encourage support for the development and implementation of effective homeless programs and services.
5. Align efforts and identify/prevent the creation of redundant services.
6. Develop recommendations for participating agencies relevant to existing and proposed legislation on homelessness.
7. Assist in the production of written reports for presentation to the Board of Supervisors. Present an annual report to the Board of Supervisors.
8. With the concurrence of the Board of Supervisors, advocate for increased action to improve the situation of homeless persons.
9. Such other duties as assigned by the Board of Supervisors.

The current composition of the Collaborative membership is:

- Cities of Lemoore, Avenal and Corcoran Representative
- Director of Human Services Agency
- Housing Authority of Kings County Representative
- Director of Kings County Department of Public Health
- Director of Kings County Behavioral Health Services
- Kings County Board of Supervisors Representative
- City of Hanford Representative
- Kings County Sheriff's Office Representative
- Kings/Tulare Homeless Alliance Representative
- Kings County Area Public Transit Agency Representative
- Kings County Office of Education Representative
- Adventist Health Representative
- Kings Community Action Organization Representative
- Community Partner
- Lived Experience Representative

Immediately after the Collaborative was approved and became active, it commissioned the Kings County 2019 Homelessness Gaps Analysis. An independent contracted company, Homebase, performed an extensive study on the current strengths and areas of improvement related to the County's response to homelessness issues. This analysis provided a review and evaluation of the homeless situation in Kings County and the ongoing efforts toward resolving homelessness issues. It provided a list of seven action recommendations for County leadership in collaboration with partners to improve the status of homelessness in Kings County:

1. Create a community engagement strategy to develop public and political buy-in to address homelessness.
2. Deepen structure for coordination of the homelessness response across Kings County.
3. Create more Permanent Supportive Housing and Rapid Rehousing to address high rates of single adults experiencing homelessness.
4. Establish a low-barrier shelter or navigation center.
5. Establish a coordinated landlord engagement strategy to use existing permanent housing resources more quickly and prevent homelessness for those at risk.

6. Coordinate and standardize homeless outreach.
7. Develop a comprehensive strategy.

The Gaps Analysis was completed in March 2020 and presented to the Board of Supervisors in May 2020. It provided the collaborative with some specific, objective goals so plans could be developed. With the onset of the pandemic in March, priorities needed to be changed to meet the public health issues associated with the homeless.

The County Human Services Agency became the lead to obtain emergency shelter for COVID-19-positive, exposed, and highly vulnerable individuals and Project Roomkey was operationalized. The CARES Act provided funding to obtain needed rooms. The Stardust Hotel and the Holiday Lodge were contracted to provide rooms. These services are currently continuing to be utilized. The Public Health Department and Behavioral Health Services were able to follow and provide services more readily with this housing opportunity.

Even with all the restrictions as a result of the pandemic, the efforts to improve the overall conditions for the homeless continued. The Human Services Agency spearheaded an effort to fulfill one of the Gaps Analysis recommendations to create more PSH and RRH to address high rates of single adults experiencing homelessness. This plan is consistent with the "Housing First" approach to homelessness that offers permanent affordable housing as quickly as possible for individuals and families experiencing homelessness and then provides supportive services and connection to community.

The Human Services Agency (HSA) collaborated with Kings Community Action Organization (KCAO) and Kings Gospel Mission on developing two new housing opportunities under the specifications of the State's Project Homekey Program. The objective is to create interim or permanent housing for individuals experiencing or at risk of homelessness through the acquisition and rehabilitation of various housing types, i.e., hotels, motels, residential care facilities, and apartment buildings.

- The Stardust Motel (Sunrise Apartments) will be converted to 22 studios with a minimum of two units accessible to persons with mobility disabilities and a minimum of one unit accessible to persons with hearing or vision disabilities. It will operate as a non-congregate shelter/TH managed by KCAO. As units are converted to studios they will begin to be rented as permanent housing units. Multiple services will be provided by HSA and KCAO staff on site with accessible services from Behavioral Health Services, Public Health Department and the Job Training Office.
- Kings Triangle Courtyard is a permanent housing project that will be owned and operated by Kings Gospel Mission in partnership with the HSA. Kings Gospel has provided matching funds which included the site purchase. The project will have 24 manufactured homes that are approximately 600 square feet and have two bedrooms, one bath, one kitchen area, and a common area. There are plans to develop some retail space adjacent to this area to provide easy access to a laundromat, small store, etc.

These projects took a little under six months to obtain funding, construction plans and bids, project vetting, and approval by the County and State. They are both currently under construction. There are a number of funding sources available to assist individuals with rental costs when completed.

The Grand Jury interviewed several members of the KCHC to understand the agency's role and perception of how effective Kings County's response is toward the complex issues of homelessness, and how effective KCHC is in meeting its purpose and responsibilities.

The majority of interviewees responded positively concerning the Collaborative's overall benefit to the County's efforts to decrease homelessness. Many felt it has increased communication among the different agencies and departments involved and has allowed for more informed contact, especially with regard to case management. KCHC's role is more advisory which allows each member to maintain autonomy and to exchange ideas with less competition. When asked about centralized leadership, most responded negatively, preferring a more egalitarian format. There seems to be more cooperation and understanding among the agencies in the Collaborative, because it has created a forum for the agencies to discuss homelessness issues.

Some interviewees voiced concerns that the Collaborative had no authority or funding. Also, some members were not participating or contributing to the Collaborative. There should be a formalized meeting agenda that is mission focused. There needs to be more leadership with ownership of the problems.

CONCLUSION

The issue of homelessness is not new and is not going to be solved immediately. Kings County leadership needs to continue to expand its resources and work diligently to educate and inform its residents that homelessness is a challenge and responsibility for the entire community. It is encouraging that Kings County has significantly expanded its response over the past few years by providing more services and has developed plans to increase the inventory of low-cost, permanent housing for the homeless.

A lot has been accomplished during the past year to expand the inventory of interim housing which will be converted to permanent housing units. The Human Services Agency, with the support of the Board of Supervisors, the Kings Gospel Mission and Kings Community Action Organization are to be commended on the rapid development, funding, and implementation of these projects.

It is essential that the many individuals, non-profits, faith-based organizations, as well as County agencies be recognized for their long-standing and tireless support of the homeless population in Kings County.

The newly formed Kings County Homelessness Collaborative is making a positive impact on the County's response to homelessness. There has been improvement on the cooperation among the key members of the Collaborative with more exchange of ideas and suggestions. It appears to be

meeting its purpose and responsibilities even with a slow start due to the restrictions of the pandemic.

One of the critical factors that seems consistent with other County grand jury reports is the importance of educating and informing the public. This effort is essential in changing the public's perception of the homeless and can influence and motivate community interest and support. While investigating, the Grand Jury found it difficult to locate resources that had up-to-date information concerning the efforts and accomplishments of the County's response to homelessness.

The County and the Collaborative will face challenges in trying to meet the needs of the homeless population. The Homelessness Collaborative Gaps Analysis identified some key challenges:

1. Insufficient funding for new homeless-dedicated housing.
2. Too few landlords willing to rent to individuals experiencing homelessness.
3. Limited housing stock and the development of new housing for extremely low-income individuals.
4. Low turnover in existing Permanent Supportive Housing.
5. Lack of community buy-in and lack of coordinated messaging to community stakeholders.

As homelessness grows in Kings County, it may become more difficult for the Collaborative to achieve its goals. Because many members are leaders of county agencies and departments, they may be overwhelmed by the demands of their primary responsibilities. It may be necessary to establish a County division with centralized leadership. Other Grand Jury reports discussed the critical necessity in having central leadership to provide a well-coordinated, productive and efficient response to homelessness in their counties.

The final question asked during an interview is: How can the Grand Jury help your agency achieve its goals? The most consistent answer was to inform and educate the public to better understand the homeless populations and the help they need. With this report, the Grand Jury hopes it will have achieved this goal.

FINDINGS

- F1. There is a lack of community involvement (buy-in) concerning homeless issues.
- F2. There is a lack of adequate low-barrier shelters to provide immediate housing, especially for single adults.
- F3. There is no centralized Homeless Resource Center accessible to the homeless.

RECOMMENDATIONS

- R1. The Kings County Homelessness Collaborative needs to develop an up-to-date, comprehensive website, as well as utilize social media to highlight the activities and successes toward improving the homeless issue in Kings County.
- R2. The Kings County Homelessness Collaborative should continue to look for new opportunities for developing and funding low barrier housing to meet the increasing volume of homeless people, especially single adults.
- R3. The Kings County Homelessness Collaborative should reexamine the previous efforts to establish a “one-stop-shop” navigation center in Hanford.

REQUIRED RESPONSES

Pursuant to Penal Code Section 933.05, the Grand Jury requests from individuals and/or governing groups as follows:

Nathan Olson, Chairperson
Kings County Homelessness Collaborative
711 W. Cinnamon Drive
Lemoore, CA 93245

Board of Supervisors
Kings County Government Center
1400 W. Lacey Boulevard
Hanford, CA 93230

INVITED RESPONSES

Invited responses are welcomed and encouraged by any agency, organization or individual from Kings County.

SEND FINAL REPORT RESPONSES TO:

Original to:
Shane Burns, Presiding Judge
Kings County Superior Court
1640 Kings Court Drive
Hanford, CA 93230

Copy to:
Kings County Grand Jury
PO Box 1562
Hanford, CA 93232

Nathan Olson
Sanja Bugay
Sandra Jackson-Bobo
Dr. Lisa Lewis
Joe Neves
Parker Sever
Robert Thayer

Kings County Homelessness Collaborative

Michael Smith
Angie Dow
Rebecca Russell
Jeff Garner
Jacob Sanchez
Lavena Najera
Michael Dey

TO: Board of Supervisors

FROM: Nathan Olson, Chairperson of Kings County Homelessness Collaborative
Sanja Bugay, Vice Chairperson of Kings County Homelessness Collaborative

DATE: June 21, 2021

SUBJECT: KINGS COUNTY HOMELESSNESS COLLABORATIVE’S RESPONSE TO THE GRAND JURY’S REPORT, ‘KINGS COUNTY RESPONSE TO HOMELESSNESS’

The Kings County Homelessness Collaborative (KCHC) Committee is in receipt of the Grand Jury’s Report, “Kings County Response to Homelessness,” which is dated April 29, 2021. As requested, KCHC provides the following responses to the Grand Jury’s findings and recommendations, below.

Finding 1:

There is a lack of community involvement (buy-in) concerning homeless issues.

Recommendation 1:

The Kings County Homelessness Collaborative needs to develop an up-to-date, comprehensive website, as well as utilize social media to highlight the activities and successes toward improving the homeless issue the Kings County.

Kings County Homeless Collaborative Response:

KCHC agrees with the finding. KCHC currently has a link on the Kings County website for the Homelessness Collaborative. The Community Engagement Campaign – Front Door Project purchased a website, with which KCHC also intends to work to provide information to providers and individuals seeking services. KCHC will continue to explore options to improve information sharing to increase broader community involvement with its efforts.

Finding 2:

There is a lack of adequate low-barrier shelters to provide immediate housing, especially for single adults.

Recommendation 2:

The Kings County Homelessness Collaborative should continue to look for new opportunities for developing and funding low barrier housing to meet the increasing volume of homeless people, especially single adults.

KINGS COUNTY HOMELESSNESS COLLABORATIVE'S RESPONSE TO THE GRAND JURY'S REPORT, 'KINGS COUNTY RESPONSE TO HOMELESSNESS'

Kings County Homelessness Collaborative Response:

KCHC agrees with the finding. KCHC will continue to work on identifying funding sources to develop and construct low barrier shelters and a homeless resource center. Possible sites for low barrier shelters are in the process of being identified by KCHC workgroup members, who are also working on estimates for the costs of construction, ongoing operations, and services. KCHC formed workgroups to meet biweekly to further the progress of individual action items with the goal of moving these action items forward and presenting clear and well-researched options to KCHC and the Board of Supervisors for approval.

Finding 3:

There is no centralized Homeless Resource Center accessible to the homeless.

Recommendation 3:

The Kings County Homelessness Collaborative should reexamine the previous efforts to establish a “one-stop-shop” navigation center in Hanford.

Kings County Homeless Collaborative Response:

KCHC agrees with the finding. KCHC is working on establishing a “one-stop-shop” navigation center with the development of a low barrier shelter using guidance currently established in statute for homeless Navigation Centers.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 29, 2021

SUBMITTED BY: 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.