

**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**

Larry Spikes, Interim County Admin. Officer  
Carrie Woolley, Interim County Counsel  
Catherine Venturella, Clerk of the Board

## Board of Supervisors Regular Meeting Agenda

**Date:** Tuesday, August 10, 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. The Board of Supervisors will convene their public meetings via video and teleconference. Pursuant to the Executive Orders, and as advised by local Health Officials, the Kings County Board of Supervisors, County staff and interested members of the public may attend the meeting in person. The meeting can also be attended telephonically or by the Internet by sending an email to [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us) on the morning of the meeting for an automated email response with the WebEx meeting information.

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

<https://youtu.be/7PH3sAiebnY> or go to [www.countyofkings.com](http://www.countyofkings.com) and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for the Board's consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, only the names of who have submitted comments will be read into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will become part of the record of the next meeting. To submit written comments by email, please forward them to [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us) or by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

- I. 9:00 AM CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION – To Be Determined**  
**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.** Report Out of Closed Session on August 3, 2021.  
**B.** Approval of the minutes from the August 3, 2021 regular meeting.



**IV. CONSENT CALENDAR**

**A. Behavioral Health Department:**

1. Consider approving the Amended Agreement with Aspiranet to provide Wraparound Full Service Partnership services for children in Kings County, retroactively effective from July 1, 2021 through June 30, 2022.

**B. Probation Department:**

1. a. Consider authorizing the County Administrative Officer to sign the amended Inter-Local Agreement between Hanford and the County of Kings to acknowledge Hanford to apply for funding under the Justice Assistance Grant Program; and  
b. Acknowledge that the Probation Department did not expend the funds previously awarded.

**C. Administration:**

1. Consider approving the Medi-Cal County Inmate Program Certification of Voluntary Contributions to Non-Federal Share of Medicaid Expenditures for Fiscal Year 2020-2021, Fiscal Year 2021-2022, Fiscal Year 2022-2023 to continue participation in the program.
2. Consider adopting a Resolution approving the financing and the issuance of the loan by the California Public Finance Authority for Marin Academy.

**V. REGULAR AGENDA ITEMS**

**A. Probation Department– Kelly Vernon**

1. Consider setting a self-imposed population cap for the Kings Juvenile Center from 56 to 30 youth.

**B. Sheriff's Department – David Robinson**

1. Consider approving an Agreement with National Autopsy Assay Group Pathology Labs, PC for forensic pathology and autopsy services.

**C. Administration – Larry Spikes/Matthew Boyett**

1. Consider approving an Agreement with the Kings County Commission on Aging to provide local match funds requirements for California Department on Aging funding and subsidy for the Adult Day Care program, retroactively effective from July 1, 2021 to June 30, 2022.

**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.

**VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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

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

**VII. CLOSED SESSION:**

- ◆ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)]**
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**  
Negotiators: Larry Spikes, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
  - General Unit – CLOCEA
  - Supervisors Unit – CLOCEA



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

**IX. 11:15 AM BOARD OF EQUALIZATION REGULAR MEETING**

**X. ADJOURNMENT**

**A special meeting will be held on Wednesday, August 11, 2021 at 8:30 a.m. (see separate agenda for information)** The next regularly scheduled meeting will be held on Tuesday, August 17, 2021, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

August 11	8:30 AM	Special Meeting/County Administrative Officer Interviews – Closed Session
August 17	9:00 AM	Regular Meeting/Budget Hearing
August 18	9:00 AM	Budget Hearing Continued
August 23	9:00 AM	Board of Equalization Regular Meeting
August 24	9:00 AM	Regular Meeting
August 30	9:00 AM	Board of Equalization Regular Meeting
August 31	9:00 AM	Regular Meeting
August 31	10:00 AM	Third Public Hearing - Redistricting
September 7	-----	Regular Meeting cancelled due to observance of Labor Day on September 6, 2021

*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.*



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Richard Valle, District 2  
Doug Verboon, District 3  
Craig Pedersen, District 4, Chairman  
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### Staff

Larry Spikes, Interim County Admin. Officer  
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## Board of Supervisors Regular Meeting Action Summary

**Date:** Tuesday, August 3, 2021  
**Time:** 9:00 a.m.  
**Place:** Board of Supervisors Chambers, Kings County Government Center  
1400 W. Lacey Boulevard, Hanford, California 93230

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

**Carlos Tafolla, representative of Valley Voices Community Based Organization, gave an update on the vaccine event held at Immaculate Heart of Mary Church on August 1, 2021 and stated that his team is here to help the County in the fight against COVID-19.**

**Dave Robinson, Kings County Sheriff, stated that this morning City of Hanford Fire Personnel were at the Kings County jail due to a squad car fire at the jail sally port and not a fire in the jail. He stated that two personnel were sent to the hospital for smoke inhalation and no other injuries were reported.**





**Keith Fagundes, Kings County District Attorney, gave an update on recent jury trials his staff have completed.**

**Josh Cunningham, Kings County Assistant Fire Chief, stated that currently there are 19 County Fire Personnel who are out fighting fires in California and stated that the Department has recently hired the second dozer operator.**

**III.**

**APPROVAL OF MINUTES**

- A. Report Out of Closed Session on July 27, 2021.  
**Larry Spikes stated that the Board took no reportable action in closed session today.**
- B. Approval of the minutes from the July 27, 2021 regular meeting.  
**ACTION: APPROVED AS PRESENTED (DV, JN, RV, RF, CP-Aye)**

**IV.**

**CONSENT CALENDAR**

- A. **Agriculture Department:**
  - 1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Bee Safe Program, retroactively effective from July 1, 2021 to June 30, 2022. **[Agmt 21-096]**
- B. **Fire Department:**
  - 1. Consider approving out-of-state travel for Assistant Fire Chief Joshua Cunningham, Battalion Chief Rick Levy, Fire Captain Derek Dominquez, and Fire Captain Ryan Duneheew to attend the International Association of Fire Fighters Fallen Firefighter Memorial Ceremony in Colorado Springs, Colorado from September 16-19, 2021. **ITEM WAS PULLED BY DEPARTMENT**
- C. **Job Training Department:**
  - 1. Consider approving the Standard Agreement with the California Employment Development Department to provide reimbursement to the Job Training Office for the utilization of telephones and associated equipment, retroactively effective from July 1, 2021 to June 30, 2022. **[Agmt 21-097]**
- D. **Probation Department:**
  - 1. Consider approving an Agreement with Champions Recovery Alternative Programs, Inc. for residential substance use treatment and other rehabilitative services, retroactively effective from July 1, 2021 to June 30, 2022. **[21-098]**
- E. **Administration:**
  - 1. Consider denying the Claim for Damages filed by Carlos Robledo.  
**ACTION: APPROVED AS AMENDED (JN, RF, RV, DV, CP - Aye)**

**V.**

**REGULAR AGENDA ITEMS**

- A. **Child Support Services – Marie Waite**
  - 1. Consider adopting a Resolution declaring August 2021 as Child Support Awareness Month in Kings County. **[Reso 21-049]**  
**ACTION: APPROVED AS PRESENTED (DV, RF, JN, RV, CP - Aye)**
- B. **Human Resources Department –Henie Ring**
  - 1. a. Consider approving the revised job specification for Child Support Assistant; and  
b. Approve a salary adjustment of 5 salary ranges (approximately 5%) for the Child Support Assistant classification, from range 145.5 (\$2,555 -\$3,120) to range 150.5 (\$2,687-\$3,278), effective Pay Period 17-2021 (beginning August 9, 2021).  
**ACTION: APPROVED AS PRESENTED (RF, DV, JN, RV, CP - Aye)**



**C. Public Health Department – Edward Hill/Michelle Bieber/Darcy Pickens**

1. Consider adopting a Resolution proclaiming the month of August 2021 as National Breastfeeding Month in Kings County. **[Reso 21-050]**

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

2. Consider adopting a Resolution proclaiming August 2021 as Valley Fever Awareness Month in Kings County. **[Reso 21-051]**

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

**D. Administration – Larry Spikes/Matthew Boyett**

1. a. Review the Kings County Association of Governments response to the Grand Jury report titled Pedestrian Safety in Kettleman City: A Community's Long-Standing Plea for Improvements; and  
b. Approve the Kings County Association of Governments response as the Board response to the Grand Jury.

**ACTION: AFTER SOME DISCUSSION THE ITEM WAS TABLED AND WILL BE BROUGHT BACK ON A FUTURE AGENDA WITH A LETTER FROM THE COUNTY ADDRESSING DISCUSSED TOPICS**

**E. 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. Public Health Department – Edward Hill/Michelle Bieber**

- Receive a presentation on the status of Kings County's breastfeeding rates and strategies to improve them.

**The Board received an update and no official action was taken.**

**STUDY SESSION**

**B. Administration – Larry Spikes/Kyria Martinez**

- Study Session on the American Rescue Plan Act funding.

**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 Neves participated in the Kings Waste & Recycling Authority (KWRA) meeting, the Kings Area Rural Transit Agency (KCAPTA) meeting, attended the City of Hanford's 130<sup>th</sup> anniversary of incorporation events at the Civic Auditorium, attended the American Legion Post Friday breakfast, announced at the Keller Speedway and Lemoore Raceway events and stated that schools will be re-opening next week and traffic patterns have increased and asked everyone to slow down and be safe.**



Supervisor Verboon participated in the City of Hanford 130<sup>th</sup> anniversary of incorporation Car Show and attended the Carnegie Museum re-opening.

Supervisor Valle asked if the Board needed to take action based upon the information reported by the Interim County Administration Officer regarding County employee positive COVID-19 cases increasing. Larry Spikes stated that staff was informing the Board of the current information available on the cases and stated that the Board can take action under the COVID-19 update on the agenda, which will be on the agenda every week for the foreseeable future.

- ◆ Board Correspondence: Larry Spikes stated that the Board received the following: a meeting notice and agenda from Central Valley Regional Water Quality Control Board for Friday August 13, 2021 at 9:00 AM, the Lemoore Cemetery District Budget for 2021/2022 and a letter of resignation from James Erb, Director of Finance, effective September 17, 2021.
- ◆ Upcoming Events: Larry Spikes stated that the Budget Hearings are set for August 17, 2021 at 1:30 p.m. and August 18, 2021 at 9:00 a.m., the County Impact Fee public hearing is set for August 17, 2021 at 10:00 a.m. He stated that a Blood Drive will be held on August 18, 2021 from 9:00 a.m. until 2:00 p.m. and a blood mobile bus will be in the parking lot near Lacey Boulevard known as the old Jury parking lot. He stated that the Hanford 12U All Stars are headed to the World Series, August 7-15, 2021 in Palm Beach Gardens, Florida.
- ◆ Information on Future Agenda Items: Larry Spikes stated that the following items will be on an upcoming agenda: Administration – MCIP IGT Certification of Voluntary Contributions, agreement with Kings County Commission on Aging FY 2021/2022 General Fund Contribution, Wellpath Jail Medical Contract amendment, Kings County Budget Book County Employee Photo contest winner announcement, public hearing – Health Realignment Fund Transfer, Behavioral Health Department – second amendment to agreement with Aspiranet, agreement with Aegis Treatment Centers for outpatient narcotic treatment program services, agreement with Judge Rotenberg Educational Center for residential treatment program services, agreement with Plumlee’s Board and Care for adult residential care services, Fire Department – Swearing-in ceremony for Penny Saltray, Honorary Firefighter for the Kings County Fire Department, Human Services Agency – agreement with Kings Community Action Organization for Cal-Learn Program Services, Public Health – COVID-19 update, Probation Department – JAG Grant application and Kings Juvenile Center population self-cap adjustment.

## VIII.

### CLOSED SESSION

- ◆ Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)]
- ◆ Personnel Matter: [Govt. Code Section 54957]

*Public Employee Appointment:* County Administrative Officer

**REPORT OUT:** Carrie Woolley, Interim County Counsel, stated she did not anticipate any reportable action being taken in closed session today.



**IX.**

**ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, August 10, 2021, at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

August 9	9:00 AM	Board of Equalization Regular Meeting
August 10	9:00 AM	Regular Meeting
August 10	11:00 AM	California Community Housing Agency Regular Meeting
August 11	8:30 AM	Special Meeting/CAO Interviews
August 17	9:00 AM	Regular Meeting/Budget Hearing
August 18	9:00 AM	Budget Hearing Continued
August 23	9:00 AM	Board of Equalization Regular Meeting
August 24	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 August 10, 2021

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

**SUBJECT:** SECOND AMENDMENT TO AGREEMENT WITH ASPIRANET

**SUMMARY:**

**Overview:**

Kings County Behavioral Health is seeking approval to an Amendment to the Agreement with Aspiranet to provide Wraparound (WRAP) Full Service Partnership (FSP) services for children in Kings County.

**Recommendation:**

**Approve the Amended Agreement with Aspiranet to provide Wraparound Full Service Partnership services for children in Kings County, retroactively effective from July 1, 2021 through June 30, 2022.**

**Fiscal Impact:**

There will be no impact to the County General Fund. The amended Agreement amount for Fiscal Year 2021-2022 is \$1,909,814. Revenues and expenses were included in the Fiscal Year (FY) 2021-2022 Recommended Budget in Budget Unit 422200, titled Mental Health Services Act (MHSA).

**BACKGROUND:**

On December 22, 2020 the Kings County Board of Supervisors approved an agreement with Aspiranet to provide Wraparound and Full Service Partnership services from FY 2020-2021 through FY 2022-2023. The WRAP FSP Program provides individualized and intensive services and supports to children who are experiencing a serious emotional disturbance in conjunction with additional risk factors that may include being at risk of removal from their home or foster care placement, in order to help the child achieve their identified goals. The Kings County WRAP FSP Program includes the provision of services for children who meet Katie A criteria. Katie A criteria is defined through the Settlement Agreement of State lawsuit Katie A v. Bonta, which resulted in the mandated expansion of screening, mental health and support services for children who are in foster care in the State of California.

(Cont'd)

**BOARD ACTION:**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **SECOND AMENDMENT TO AGREEMENT WITH ASPIRANET**

**August 10, 2021**

**Page 2 of 2**

Through this agreement, Aspiranet will provide WRAP FSP services to a minimum of 80 Kings County children throughout each year, which will include therapeutic services, case management, and referral for Psychiatric care. In addition, WRAP 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 Human Services Agency, Kings County school districts, and the Kings County Office of Education.

This budget increase amount of \$66,307 is to compensate Aspiranet to provide expanded services to meet Department Health Care Services mandated program guidelines.

Under the agreement, Behavioral Health and Human Service Agency will provides oversight of both program services to comply with Federal, State, and County contract guidelines. The contractor will provide quarterly report of 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 as to form by County Counsel.

**Agreement No. 154.2**

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
COUNTY OF KINGS AND ASPIRANET**

This second amendment (“2<sup>nd</sup> Amendment”) to Agreement No. 21-154 (“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 nonprofit public benefit corporation (“Contractor”), (singularly, a “Party,” collectively the “Parties”).

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

WHEREAS, County entered into the Agreement with Contractor to secure Wraparound Full Service Partnership services for child and youth beneficiaries of Kings Count Behavioral Health;

WHEREAS, the Agreement commenced on July 1, 2020, and will terminate on June 30, 2023;

WHEREAS, the Parties entered into “Amendment I” on April 27, 2021, to update the scope of work and compensation exhibits;

WHEREAS, the Parties are authorized to modify the Agreement by a written, executed amendment in accordance with Section 6 of the Agreement; and

WHEREAS, the Parties intend to modify the Agreement to revise the budget and compensation exhibit for fiscal year 2021/2022 to reflect the amount budgeted.

NOW, THEREFORE, the Parties agree as follows:

1. **Revised Exhibit B** to the Agreement is replaced with the **2<sup>nd</sup> Revised Exhibit B** attached to this 2<sup>nd</sup> Amendment. Any reference in the Agreement or its exhibits to “**Exhibit B**,” or “**Revised Exhibit B**” is replaced with “**2<sup>nd</sup> Revised Exhibit B**”.
2. Agreement No. 154.1 is attached to this 2<sup>nd</sup> Amendment as **Exhibit F**.
3. Agreement No. 154 is attached to this 2<sup>nd</sup> Amendment as **Exhibit G**.
4. The recitals and exhibits are integral to this 2<sup>nd</sup> Amendment and are incorporated into this 2<sup>nd</sup> Amendment.

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

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

7. Each signatory to this 2<sup>nd</sup> Amendment represents it is authorized to enter into this 2<sup>nd</sup> Amendment and bind the Party to which its signature represents.

IN WITNESS WHEREOF, the Parties executed this 2<sup>nd</sup> Amendment the day and year 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

APPROVED AS TO FORM  
Lee Burdick, County Counsel

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

By: Cindy Crose Kliever 07/22/2021  
Cindy Crose Kliever,  
Deputy County Counsel

Exhibits/Attachments:

- 2<sup>nd</sup> Revised Exhibit B:** Budget/Compensation
- Exhibit F:** Agreement No. 154.1 – Amendment I
- Exhibit G:** Agreement No. 154 – Agreement



## 2nd Revised Exhibit B

### BUDGET for Program 1 (Full Service Partnership Services)

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

## 2nd Revised Exhibit B

### BUDGET for Program 1 (Full Service Partnership Services)

FY 2021/2022						Total
Total Cases (40 Youth at any given time - 80 Youth Annually)						Funding Request
<b>Total Projected Revenue</b>						<b>\$ 1,400,000</b>
<b>Total Revenue</b>						<b>\$ 1,400,000</b>
<b>DIRECT EXPENSES</b>					<b>Annual</b>	
<b>Direct Care Staff Expenses</b>		FTE's	Monthly Rate	Monthly total		
BH Division Director and Assistant Regional Director	0.25	\$ 11,000	\$ 2,750.00	\$ 33,000		
Program Director/Head of Service	1.00	\$ 6,400	\$ 6,400.00	\$ 76,800		
Program Manager	1.10	\$ 5,250	\$ 5,775.00	\$ 69,300		
Program Supervisor	1.10	\$ 4,500	\$ 4,950.00	\$ 59,400		
Support Counselors	6.00	\$ 2,825	\$ 16,950.00	\$ 203,400		
Clinicians/Facilitators	4.00	\$ 4,800	\$ 19,200.00	\$ 230,400		
Parent Partner	2.00	\$ 2,825	\$ 5,650.00	\$ 67,800		
Administrative Assistant/Compliance	1.90	\$ 2,700	\$ 5,130.00	\$ 61,560		
Contract Specialist	0.34	\$ 3,000	\$ 1,020.00	\$ 12,240		
Staff OnCall Reimbursement		\$ 600	\$ 600	\$ 7,200		
<b>Total Salary Costs:</b>				<b>\$ 821,100</b>	<b>\$ 821,100</b>	
Employee Benefits	18.75%		\$ 12,717.19	\$ 153,956	\$ 153,956	
<b>Total Salary &amp; Benefits</b>		<b>17.69</b>	<b>\$ 81,142.19</b>	<b>\$ 975,056</b>	<b>\$ 975,056</b>	
<b>Operational Expenses</b>						
Clinical Supervisor (Contract)			\$ 3,246.00	\$ 38,952		
Advertising			\$ 150.00	\$ 1,800		
Ed/Conf/Mtngs			\$ 300.00	\$ 3,600		
Fingerprints			\$ 20.00	\$ 240		
Physic als/Empl			\$ 50.00	\$ 600		
Mileage			\$ 3,000.00	\$ 36,000		
Office Supplies			\$ 250.15	\$ 3,002		
Postage			\$ 50.00	\$ 600		
Printing			\$ 50.00	\$ 600		
Subs/Book/Dues			\$ 80.00	\$ 960		
Telephone Service			\$ 900.00	\$ 10,800		
Data/Network Management			\$ 600.00	\$ 7,200		
Educational Conferences/Meetings			\$ 600.00	\$ 7,200		
Comm Travel			\$ 160.00	\$ 1,920		
General Liability Insurance			\$ 1,500.00	\$ 18,000		
Information Technology			\$ 3,400.00	\$ 40,800		
Internet			\$ 800.00	\$ 9,600		
<b>Total Operational Expenses</b>			<b>\$ 15,156.15</b>	<b>\$ 181,874</b>	<b>\$ 181,874</b>	
<b>Bldg &amp; Equip</b>						
Bldg Lease			\$ 4,900.00	\$ 58,800		
Equip Lease			\$ 400.00	\$ 4,800		
Equip Maint			\$ 150.00	\$ 1,800		
Bldg Maint			\$ 1,800.00	\$ 21,600		
Bldg Supplies			\$ 500.00	\$ 6,000		
Equip less \$500			\$ 150.00	\$ 1,800		
Utilities			\$ 500.00	\$ 6,000		
<b>Total Bldg &amp; Equip Expenses</b>			<b>\$ 8,400.00</b>	<b>\$ 100,800</b>	<b>\$ 100,800</b>	
<b>Child Family related Expenses</b>						
Clothing			Per Month/ \$ 200.00	\$ 2,400		
Food			\$ 200.00	\$ 2,400		
Supervised Activities			\$ 200.00	\$ 2,400		
Program Supplies			\$ 200.00	\$ 2,400		
Housing Support			\$ 200.00	\$ 2,400		
Respite (Foster Care Reimbursement, etc.)			\$ 250.00	\$ 2,997		
<b>Total Child Family related Expenses</b>			<b>\$ 1,250.00</b>	<b>\$ 14,997</b>	<b>\$ 14,997</b>	
<b>Subtotal Expenses</b>				<b>\$ 1,272,727</b>	<b>\$ 1,272,727</b>	
<b>INDIRECT EXPENSES</b>						
Headquarters Expenses	10%			\$ 127,272.71	\$ 127,273	
<b>Total All Expenses</b>				<b>\$ 1,400,000</b>	<b>\$ 1,400,000</b>	

## 2nd Revised Exhibit B

### BUDGET for Program 2 (Foster Urgent Response Services)

May 1, 2021 – June 30, 2021

The maximum budget of \$73,808

and

July 1, 2021 – June 30, 2022

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

## 2nd Revised Exhibit B

Kings County Wraparound Full Service Partnership Program - CFT Addendum						Total Funding Request
<b>Total Cases (40 Youth at any given time - 80 Youth Annually)</b>						
<b>Total Projected Revenue</b>						<b>\$ 66,307</b>
<b>Total Revenue</b>						<b>\$ 66,307</b>
<b>DIRECT EXPENSES</b>					<b>Annual</b>	
<b>Direct Care Staff Expenses</b>		FTE's	Monthly Rate	Monthly total		
BH Division Director and Assistant Regional Director		0.00	\$ 11,000	\$ -	\$ -	
Program Director/Head of Service		0.02	\$ 6,400	\$ 128.00	\$ 1,536	
Program Manager		0.02	\$ 5,250	\$ 105.00	\$ 1,260	
Program Supervisor		0.00	\$ 4,500	\$ -	\$ -	
Support Counselors		0.00	\$ 2,825	\$ -	\$ -	
Clinicians/Facilitators		0.50	\$ 4,800	\$ 2,400.00	\$ 28,800	
Parent Partner		0.00	\$ 2,825	\$ -	\$ -	
Administrative Assistant/Compliance		0.02	\$ 2,700	\$ 54.00	\$ 648	
Contract Specialist		0.02	\$ 3,000	\$ 60.00	\$ 720	
Staff OnCall Reimbursement			\$ 600	\$ 600	\$ 7,200	
<b>Total Salary Costs:</b>					<b>\$ 40,164</b>	<b>\$ 40,164</b>
Employee Benefits	18.75%			\$ 515.06	\$ 7,531	\$ 7,531
<b>Total Salary &amp; Benefits</b>		<b>0.58</b>		<b>\$ 3,862.06</b>	<b>\$ 47,695</b>	<b>\$ 47,695</b>
<b>Operational Expenses</b>						
Clinical Supervisor (Contract)			\$ 50.00		\$ 600	
Advertising			\$ -		\$ -	
Ed/Conf/Mtngs			\$ -		\$ 100	
Fingerprints			\$ -		\$ -	
Physicals/Emp			\$ -		\$ -	
Mileage			\$ 100.00		\$ 1,200	
Office Supplies			\$ 15.00		\$ 180	
Postage			\$ 15.00		\$ 180	
Printing			\$ -		\$ 10	
Subs/Book/Dues			\$ -		\$ -	
Telephone Service			\$ 100.00		\$ 1,200	
Data/Network Management			\$ 50.00		\$ 600	
Educational Conferences/Meetings			\$ 10.00		\$ 120	
Comm Travel			\$ -		\$ -	
General Liability Insurance			\$ 150.00		\$ 1,800	
Information Technology			\$ 200.00		\$ 2,400	
Internet			\$ 60.00		\$ 720	
<b>Total Operational Expenses</b>			<b>\$ 750.00</b>		<b>\$ 9,110</b>	<b>\$ 9,110</b>
<b>Bldg &amp; Equip</b>						
Bldg Lease			\$ 147.00		\$ 1,764	
Equip Lease			\$ 12.00		\$ 144	
Equip Maint			\$ 4.50		\$ 54	
Bldg Maint			\$ 54.00		\$ 648	
Bldg Supplies			\$ 15.00		\$ 180	
Equip less \$500			\$ 4.50		\$ 54	
Utilities			\$ 15.00		\$ 180	
<b>Total Bldg &amp; Equip Expenses</b>			<b>\$ 252.00</b>		<b>\$ 3,024</b>	<b>\$ 3,024</b>
<b>Child Family related Expenses</b>			Per Month/			
Clothing			\$ 6.00		\$ 72	
Food			\$ 6.00		\$ 72	
Supervised Activities			\$ 6.00		\$ 72	
Program Supplies			\$ 6.00		\$ 72	
Housing Support			\$ 6.00		\$ 72	
Respite (Foster Care Reimbursement, etc.)			\$ 7.50		\$ 90	
<b>Total Child Family related Expenses</b>			<b>\$ 37.50</b>		<b>\$ 450</b>	<b>\$ 450</b>
<b>Subtotal Expenses</b>					<b>\$ 60,279</b>	<b>\$ 60,279</b>
<b>INDIRECT EXPENSES</b>						
Headquarters Expenses	10%				\$ 6,027.88	\$ 6,028
<b>Total All Expenses</b>					<b>\$ 66,307</b>	<b>\$ 66,307</b>

**FY 2021-2022 Budget:**

**Original: \$1,400,000**

**Amendment #1: Additional \$443,507**

**Amendment #2: Additional \$66,307**

**2nd Revised Exhibit B**

**2nd Revised Exhibit B**  
**BUDGET for Program 1 (Full Service Partnership Services)**

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

## Exhibit F to 2nd Amendment

### Agreement No. 20-154.1

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

This first amendment to that Agreement commencing on July 1, 2020, (“Amendment I”) by and between the County of Kings (“County”) and Aspiranet, a non-profit organization (“Contractor”) is made on April 27, 2021, upon the following terms and conditions:

#### RECITALS

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. The Scope of Work, set forth as Exhibit A to the Agreement, shall be replaced with a Revised Exhibit A, as attached hereto and incorporated herein as though set forth in full. Further, any reference throughout the Agreement or its Exhibits to “Exhibit A” shall be replaced with “Revised Exhibit A.”
2. The consideration, compensation, and remuneration due to Contractor as set forth in Exhibit B to the Agreement shall be replaced with a Revised Exhibit B, as attached hereto and incorporated herein as though set forth in full. Further, any reference throughout the Agreement or its Exhibits to “Exhibit B” shall be replaced with “Revised Exhibit B.”
3. The recitals are an integral part of this Amendment and are incorporated herein.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

## Exhibit G to 2nd Amendment

Agreement No. 20-154

### COUNTY OF KINGS AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into as of the 1st day of July 1, 2020, by and between the County of Kings, a political subdivision of the State of California (“County”) and Aspiranet, a California non-profit public benefit corporation (“Contractor”) (collectively, “Parties”).

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

WHEREAS, County services to provide the Wraparound Full Service Partnership Services (“FSP”), under the Mental Health Services Act (MHSA) plan; 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

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

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

Kings County Agreement No. 20-154

## Exhibit G to 2nd Amendment

Payment for service provided under this Agreement is limited to the maximum amount of **\$1,400,000 for Fiscal Year 20/21, \$1,400,000 for Fiscal Year 21/22, and \$1,400,000 for Fiscal Year 22/23.**

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 July 1, 2020**, and shall **terminate on June 30, 2023** unless 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. 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 under this section may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

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



## Exhibit G to 2nd Amendment

termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

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

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

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

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

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

### 8. INSURANCE

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

## Exhibit G to 2nd Amendment

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

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

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

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

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

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

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

### 9. INDEMNIFICATION

A. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and

## **Exhibit G to 2nd Amendment**

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.

## **Exhibit G to 2nd Amendment**

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**.

Contractors shall comply and sign 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, sexual orientation, or military status.

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

### **15. SUBCONTRACTORS**

Services under this Agreement are deemed to be personal services. Contractor

## **Exhibit G to 2nd Amendment**

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:

<b>COUNTY</b>	<b>CONTRACTOR</b>
Kings County Behavioral Health	Aspiranet
County of Kings	1840 S. Central Street
460 Kings County Dr., Ste. 101	Visalia, CA 93277
Hanford, CA 93230	

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.

## **Exhibit G to 2nd Amendment**

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

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

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

## **Exhibit G to 2nd Amendment**

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

### **25. 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 E**.

### **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 agree that the electronic signatures by their respective signatories are intended to authenticate

### **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.

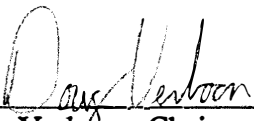
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SIGNATURES ARE ON FOLLOWING PAGE**

**Exhibit G to 2nd Amendment**

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


COUNTY OF KINGS

ASPIRANET


By:   
Doug Verboon, Chair  
Kings County Board of Supervisors

By:   
Vernon Brown, CEO

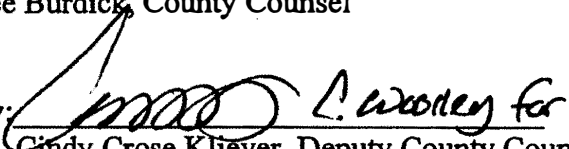
ATTEST

By:   
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By:   
Sande Huddleston, Risk Manager

APPROVED AS TO FORM  
Lee Burdick, County Counsel

By:   
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Fees

**Exhibit C:** HIPPA/Business Associate Agreement

**Exhibit D:** Assurances and Certifications

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



# Exhibit G to RFP # 2020-001A

## **Kings County Behavioral Health**

Mental Health Services Act Program

ASPIRANET

Full Service Partnership Services

### SCOPE OF WORK

July 1, 2020– June 30, 2023

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

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

#### **Description of the FSP Services**

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

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

#### **Program Intent**

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

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

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

## Exhibit G to 2nd Amendment

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

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

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

### A. KCBH's FSP Criteria

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

## Exhibit G to 2nd Amendment

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

### B. Enrollment

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

## Exhibit G to 2nd Amendment

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

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

### C. FSP Service

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

## Exhibit G to 2nd Amendment

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

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

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

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

### E. Flex Funding

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

### F. Performance Goals

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

## Exhibit G to 2nd Amendment

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

### G. Staffing

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



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

### H. Program Setting/Hours of Operation

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

### I. Contractor Requirements & Deliverables

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

## Exhibit G to 2nd Amendment

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

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

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

## **Exhibit G to 2nd Amendment**

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

**Exhibit G to 2nd Amendment**  
**ASPIRANET EXHIBIT B BUDGET**

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

**Exhibit G to 2nd Amendment**  
**ASPIRANET EXHIBIT B BUDGET**

FY 2021/2022					Total
<b>Total Cases (40 Youth at any given time - 80 Youth Annually)</b>					<b>Funding Request</b>
<b>Total Projected Revenue</b>					<b>\$ 1,400,000</b>
<b>Total Revenue</b>					<b>\$ 1,400,000</b>
<b>DIRECT EXPENSES</b>				<b>Annual</b>	
<b>Direct Care Staff Expenses</b>	<b>FTE's</b>	<b>Monthly Rate</b>	<b>Monthly total</b>		
BH Division Director and Assistant Regional Director	0.25	\$ 11,000	\$ 2,750.00	\$ 33,000	
Program Director/Head of Service	1.00	\$ 6,400	\$ 6,400.00	\$ 76,800	
Program Manager	1.10	\$ 5,250	\$ 5,775.00	\$ 69,300	
Program Supervisor	1.10	\$ 4,500	\$ 4,950.00	\$ 59,400	
Support Counselors	6.00	\$ 2,825	\$ 16,950.00	\$ 203,400	
Clinicians/Facilitators	4.00	\$ 4,800	\$ 19,200.00	\$ 230,400	
Parent Partner	2.00	\$ 2,825	\$ 5,650.00	\$ 67,800	
Administrative Assistant/Compliance	1.90	\$ 2,700	\$ 5,130.00	\$ 61,560	
Contract Specialist	0.34	\$ 3,000	\$ 1,020.00	\$ 12,240	
Staff OnCall Reimbursement		\$ 600	\$ 600	\$ 7,200	
<b>Total Salary Costs:</b>				<b>\$ 821,100</b>	<b>\$ 821,100</b>
Employee Benefits 18.75%			\$ 12,717.19	\$ 153,956	\$ 153,956
<b>Total Salary &amp; Benefits</b>	<b>17.69</b>		<b>\$ 81,142.19</b>	<b>\$ 975,056</b>	<b>\$ 975,056</b>
<b>Operational Expenses</b>					
Clinical Supervisor (Contract)		\$ 3,246.00		\$ 38,952	
Advertising		\$ 150.00		\$ 1,800	
Ed/Conf/Mtns		\$ 300.00		\$ 3,600	
Fingerprints		\$ 20.00		\$ 240	
Physicals/Empl		\$ 50.00		\$ 600	
Mileage		\$ 3,000.00		\$ 36,000	
Office Supplies		\$ 250.15		\$ 3,002	
Postage		\$ 50.00		\$ 600	
Printing		\$ 50.00		\$ 600	
Subs/Book/Dues		\$ 80.00		\$ 960	
Telephone Service		\$ 900.00		\$ 10,800	
Data/Network Management		\$ 600.00		\$ 7,200	
Educational Conferences/Meetings		\$ 600.00		\$ 7,200	
Comm Travel		\$ 160.00		\$ 1,920	
General Liability Insurance		\$ 1,500.00		\$ 18,000	
Information Technology		\$ 3,400.00		\$ 40,800	
Internet		\$ 800.00		\$ 9,600	
<b>Total Operational Expenses</b>		<b>\$ 15,156.15</b>		<b>\$ 181,874</b>	<b>\$ 181,874</b>
<b>Bldg &amp; Equip</b>					
Bldg Lease		\$ 4,900.00		\$ 58,800	
Equip Lease		\$ 400.00		\$ 4,800	
Equip Maint		\$ 150.00		\$ 1,800	
Bldg Maint		\$ 1,800.00		\$ 21,600	
Bldg Supplies		\$ 500.00		\$ 6,000	
Equip less \$500		\$ 150.00		\$ 1,800	
Utilities		\$ 500.00		\$ 6,000	
<b>Total Bldg &amp; Equip Expenses</b>		<b>\$ 8,400.00</b>		<b>\$ 100,800</b>	<b>\$ 100,800</b>
<b>Child Family related Expenses</b>		<b>Per Month/</b>			
Clothing		\$ 200.00		\$ 2,400	
Food		\$ 200.00		\$ 2,400	
Supervised Activities		\$ 200.00		\$ 2,400	
Program Supplies		\$ 200.00		\$ 2,400	
Housing Support		\$ 200.00		\$ 2,400	
Respite (Foster Care Reimbursement, etc.)		\$ 250.00		\$ 2,997	
<b>Total Child Family related Expenses</b>		<b>\$ 1,250.00</b>		<b>\$ 14,997</b>	<b>\$ 14,997</b>
<b>Subtotal Expenses</b>				<b>\$ 1,272,727</b>	<b>\$ 1,272,727</b>
<b>INDIRECT EXPENSES</b>					
Headquarters Expenses 10%				\$ 127,272.71	\$ 127,273
<b>Total All Expenses</b>				<b>\$ 1,400,000</b>	<b>\$ 1,400,000</b>

**Exhibit G to 2nd Amendment**  
**ASPIRANET EXHIBIT B BUDGET**

FY 2022/2023					Total Funding Request
<b>Total Cases (40 Youth at any given time - 80 Youth Annually)</b>					
<b>Total Projected Revenue</b>					\$ 1,400,000
<b>Total Revenue</b>					\$ 1,400,000
<b>DIRECT EXPENSES</b>				<b>Annual</b>	
<b>Direct Care Staff Expenses</b>	<b>FTE's</b>	<b>Monthly Rate</b>	<b>Monthly total</b>		
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<b>Child Family related Expenses</b>		<b>Per Month/</b>			
Clothing		\$ 200.00		\$ 2,400	
Food		\$ 200.00		\$ 2,400	
Supervised Activities		\$ 200.00		\$ 2,400	
Program Supplies		\$ 200.00		\$ 2,400	
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Respite (Foster Care Reimbursement, etc.)		\$ 250.00		\$ 2,997	
<b>Total Child Family related Expenses</b>		<b>\$ 1,250.00</b>		<b>\$ 14,997</b>	<b>\$ 14,997</b>
<b>Subtotal Expenses</b>				<b>\$ 1,272,727</b>	<b>\$ 1,272,727</b>
<b>INDIRECT EXPENSES</b>					
Headquarters Expenses	10%			\$ 127,272.71	\$ 127,273
<b>Total All Expenses</b>				<b>\$ 1,400,000</b>	<b>\$ 1,400,000</b>

**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.**

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 FSP services to at least 80 youths/children annually, based on the Pathways to Mental Health Services Core Practice Model. 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 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.

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.

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.

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 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

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.

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.



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.

**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.

## Exhibit G to 2nd Amendment

Exhibit D

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 to 2nd Amendment

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:   
\_\_\_\_\_  
Vernon Brown, CEO  
Aspiranet

**Exhibit G to 2nd Amendment**  
**Exhibit E**

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

**Exhibit G to 2nd Amendment**  
**Exhibit E**

County of Kings

2016 ADA Self-Evaluation

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

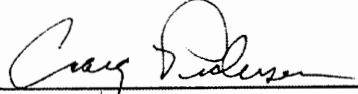
2014-2-434 [99311]

**Exhibit F to 2nd Amendment**

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

County of Kings

Aspiranet


By:   
Craig Pedersen, Chairman  
Kings County Board of Supervisors

By:   
Vernon Brown, CEO

ATTEST:

  
Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:  
Lee Burdick, County Counsel

By:   
Carrie R. Woolley, Assistant County Counsel

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

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

PL: 369878

# Exhibit F to 2nd Amendment

## Revised Exhibit A

### **Kings County Behavioral Health**

Mental Health Services Act Program

ASPIRANET

#### **Program 1 - Full Service Partnership Services**

Scope of Work

July 1, 2020– June 30, 2023

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

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

#### **Description of the FSP Services**

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

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

#### **Program Intent**

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

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

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



## Exhibit F to 2nd Amendment

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

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

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

### A. KCBH's FSP Criteria

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

## Exhibit F to 2nd Amendment

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

### B. Enrollment

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

## Exhibit F to 2nd Amendment

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

## Exhibit F to 2nd Amendment

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

### C. FSP Service

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

## Exhibit F to 2nd Amendment

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

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

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

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

### E. Flex Funding

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

### F. Performance Goals

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

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

### G. Staffing

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

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

### H. Program Setting/Hours of Operation

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

### I. Contractor Requirements & Deliverables

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



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

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

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

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

### **Program 2 - Family Urgent Response System for Caregivers and Children/Youth**

#### **Scope of Work**

**May 1, 2021 – June 30, 2022**

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

#### **Program Intent:**

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

#### **Scope of Services:**

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

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

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

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

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

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

### B. Performance Outcomes/Data Collection

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

### C. Staffing

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

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

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

### D. Program Setting/Hours of Operation



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

### E. Medi-Cal Certification

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

### F. Monitoring/Review Assistance

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

### G. Reporting



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

# Exhibit F to 2nd Amendment

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

FY 2020/2021						Total
<b>Total Cases (80 Youth Annually)</b>						Funding Request
<b>Total Projected Revenue</b>						\$ 1,400,000
<b>Total Revenue</b>						\$ 1,400,000
<b>DIRECT EXPENSES</b>						
				FTE's	Monthly Rate	Monthly total
<b>Direct Care Staff Expenses</b>						Annual
BH Division Director and Assistant Regional Director			0.25	\$ 11,000	\$ 2,750.00	\$ 33,000
Program Director/Head of Service			1.00	\$ 6,400	\$ 6,400.00	\$ 76,800
Program Manager			1.10	\$ 5,250	\$ 5,775.00	\$ 68,300
Program Supervisor			1.10	\$ 4,500	\$ 4,950.00	\$ 59,400
Support Counselors			6.00	\$ 2,825	\$ 16,950.00	\$ 203,400
Clinicians/Facilitators			4.00	\$ 4,800	\$ 19,200.00	\$ 230,400
Parent Partner			2.00	\$ 2,825	\$ 5,650.00	\$ 67,800
Administrative Assistant/Compliance			1.90	\$ 2,700	\$ 5,130.00	\$ 61,560
Contract Specialist			0.34	\$ 3,000	\$ 1,020.00	\$ 12,240
Staff OnCall Reimbursement				\$ 600	\$ 600	\$ 7,200
<b>Total Salary Costs:</b>						<b>\$ 821,100</b>
Employee Benefits	18.75%				\$ 12,717.19	\$ 153,956
<b>Total Salary &amp; Benefits</b>			<b>17.69</b>		<b>\$ 81,142.19</b>	<b>\$ 975,056</b>
<b>Operational Expenses</b>						
Clinical Supervisor (Contract)				\$ 3,246.00		\$ 38,952
Advertising				\$ 150.00		\$ 1,800
Ed/Conf/Mtngs				\$ 300.00		\$ 3,600
Fingerprints				\$ 20.00		\$ 240
Physic als/Empl				\$ 60.00		\$ 600
Mileage				\$ 3,000.00		\$ 36,000
Office Supplies				\$ 250.15		\$ 3,002
Postage				\$ 50.00		\$ 600
Printing				\$ 50.00		\$ 600
Subs/Book/Dues				\$ 80.00		\$ 960
Telephone Service				\$ 900.00		\$ 10,800
Data/Network Management				\$ 600.00		\$ 7,200
Educational Conferences/Meetings				\$ 600.00		\$ 7,200
Comm Travel				\$ 180.00		\$ 1,920
General Liability Insurance				\$ 1,500.00		\$ 18,000
Information Technology				\$ 3,400.00		\$ 40,800
Internet				\$ 600.00		\$ 6,600
<b>Total Operational Expenses</b>				<b>\$ 15,186.15</b>		<b>\$ 181,874</b>
<b>Bldg &amp; Equip</b>						
Bldg Lease				\$ 4,900.00		\$ 58,800
Equip Lease				\$ 400.00		\$ 4,800
Equip Maint				\$ 150.00		\$ 1,800
Bldg Maint				\$ 1,800.00		\$ 21,600
Bldg Supplies				\$ 500.00		\$ 6,000
Equip less \$500				\$ 150.00		\$ 1,800
Utilities				\$ 500.00		\$ 6,000
<b>Total Bldg &amp; Equip Expenses</b>				<b>\$ 8,400.00</b>		<b>\$ 100,800</b>
<b>Child Family related Expenses</b>						
				Per Month/		
Clothing				\$ 200.00		\$ 2,400
Food				\$ 200.00		\$ 2,400
Supervised Activities				\$ 200.00		\$ 2,400
Program Supplies				\$ 200.00		\$ 2,400
Housing Support				\$ 200.00		\$ 2,400
Respite (Foster Care Reimbursement, etc.)				\$ 250.00		\$ 2,997
<b>Total Child Family related Expenses</b>				<b>\$ 1,250.00</b>		<b>\$ 14,997</b>
<b>Subtotal Expenses</b>						<b>\$ 1,272,727</b>
<b>INDIRECT EXPENSES</b>						
Headquarters Expenses	10%					\$ 127,272.71
<b>Total All Expenses</b>						<b>\$ 1,400,000</b>

# Exhibit F to 2nd Amendment

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

FY 2021/2022						Total
<b>Total Cases</b> (40 Youth at any given time - 80 Youth Annually)						<b>Funding Request</b>
<b>Total Projected Revenue</b>						<b>\$ 1,400,000</b>
<b>Total Revenue</b>						<b>\$ 1,400,000</b>
<b>DIRECT EXPENSES</b>						
<b>Direct Care Staff Expenses</b>			<b>FTE's</b>	<b>Monthly Rate</b>	<b>Monthly total</b>	<b>Annual</b>
BH Division Director and Assistant Regional Director		0.25	\$ 11,000	\$ 2,750.00	\$ 33,000	
Program Director/Head of Service		1.00	\$ 6,400	\$ 6,400.00	\$ 76,800	
Program Manager		1.10	\$ 5,250	\$ 5,775.00	\$ 69,300	
Program Supervisor		1.10	\$ 4,600	\$ 4,950.00	\$ 59,400	
Support Counselors		8.00	\$ 2,825	\$ 16,950.00	\$ 203,400	
Clinicians/Facilitators		4.00	\$ 4,800	\$ 19,200.00	\$ 230,400	
Parent Partner		2.00	\$ 2,825	\$ 5,650.00	\$ 67,800	
Administrative Assistant/Compliance		1.90	\$ 2,700	\$ 5,130.00	\$ 61,560	
Contract Specialist		0.34	\$ 3,000	\$ 1,020.00	\$ 12,240	
Staff OnCall Reimbursement			\$ 600	\$ 600	\$ 7,200	
<b>Total Salary Costs:</b>					<b>\$ 821,100</b>	<b>\$ 821,100</b>
Employee Benefits	18.75%			\$ 12,717.19	\$ 153,956	\$ 153,956
<b>Total Salary &amp; Benefits:</b>		<b>17.69</b>		<b>\$ 81,142.19</b>	<b>\$ 975,056</b>	<b>\$ 975,056</b>
<b>Operational Expenses</b>						
Clinical Supervisor (Contract)			\$ 3,246.00		\$ 38,952	
Advertising			\$ 150.00		\$ 1,800	
Ed/Conf/Minigs			\$ 300.00		\$ 3,600	
Fingerprints			\$ 20.00		\$ 240	
Physic als/Empl			\$ 50.00		\$ 600	
Mileage			\$ 3,000.00		\$ 36,000	
Office Supplies			\$ 250.15		\$ 3,002	
Postage			\$ 50.00		\$ 600	
Printing			\$ 50.00		\$ 600	
Subs/Book/Dues			\$ 80.00		\$ 960	
Telephone Service			\$ 900.00		\$ 10,800	
Data/Network Management			\$ 600.00		\$ 7,200	
Educational Conferences/Meetings			\$ 600.00		\$ 7,200	
Comm Travel			\$ 180.00		\$ 1,920	
General Liability Insurance			\$ 1,500.00		\$ 18,000	
Information Technology			\$ 3,400.00		\$ 40,800	
Internet			\$ 800.00		\$ 9,600	
<b>Total Operational Expenses</b>			<b>\$ 15,156.15</b>		<b>\$ 181,874</b>	<b>\$ 181,874</b>
<b>Bldg &amp; Equip</b>						
Bldg Lease			\$ 4,900.00		\$ 58,800	
Equip Lease			\$ 400.00		\$ 4,800	
Equip Maint			\$ 150.00		\$ 1,800	
Bldg Maint			\$ 1,800.00		\$ 21,600	
Bldg Supplies			\$ 500.00		\$ 6,000	
Equip less \$500			\$ 150.00		\$ 1,800	
Utilities			\$ 500.00		\$ 6,000	
<b>Total Bldg &amp; Equip Expenses</b>			<b>\$ 8,400.00</b>		<b>\$ 100,800</b>	<b>\$ 100,800</b>
<b>Child Family related Expenses</b>						
			<b>Per Month/</b>			
Clothing			\$ 200.00		\$ 2,400	
Food			\$ 200.00		\$ 2,400	
Supervised Activities			\$ 200.00		\$ 2,400	
Program Supplies			\$ 200.00		\$ 2,400	
Housing Support			\$ 200.00		\$ 2,400	
Respite (Foster Care Reimbursement, etc.)			\$ 250.00		\$ 2,997	
<b>Total Child Family related Expenses</b>			<b>\$ 1,250.00</b>		<b>\$ 14,997</b>	<b>\$ 14,997</b>
<b>Subtotal Expenses</b>					<b>\$ 1,272,727</b>	<b>\$ 1,272,727</b>
<b>INDIRECT EXPENSES</b>						
Headquarters Expenses	10%				\$ 127,272.71	\$ 127,273
<b>Total All Expenses</b>					<b>\$ 1,400,000</b>	<b>\$ 1,400,000</b>

## Exhibit F to 2nd Amendment

**REVISED EXHIBIT B: BUDGET for Program 2 (Foster Urgent Response Services)**  
**May 1, 2021 – June 30, 2021**  
**The maximum budget of \$73,808**  
**and**  
**July 1, 2021 – June 30, 2022**

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

# Exhibit F to 2nd Amendment

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

FY 2022/2023						Total
<b>Total Cases</b> (40 Youth at any given time - 80 Youth/Annually)						Funding Request
<b>Total Projected Revenue</b>						\$ 1,400,000
<b>Total Revenue</b>						\$ 1,400,000
DIRECT EXPENSES					Annual	
Direct Care Staff Expenses		FTE's	Monthly Rate	Monthly total		
BH Division Director and Assistant Regional Director		0.25	\$ 11,000	\$ 2,750.00	\$ 33,000	
Program Director/Head of Service		1.00	\$ 6,400	\$ 6,400.00	\$ 76,800	
Program Manager		1.10	\$ 5,250	\$ 5,775.00	\$ 69,300	
Program Supervisor		1.10	\$ 4,500	\$ 4,950.00	\$ 59,400	
Support Counselors		6.00	\$ 2,825	\$ 16,950.00	\$ 203,400	
Clinicians/Facilitators		4.00	\$ 4,800	\$ 19,200.00	\$ 230,400	
Parent Partner		2.00	\$ 2,825	\$ 5,650.00	\$ 67,800	
Administrative Assistant/Compliance		1.90	\$ 2,700	\$ 5,130.00	\$ 61,560	
Contract Specialist		0.34	\$ 3,000	\$ 1,020.00	\$ 12,240	
Staff OnCall Reimbursement			\$ 600	\$ 600	\$ 7,200	
<b>Total Salary Costs:</b>					<b>\$ 821,100</b>	
Employee Benefits		18.75%		\$ 12,717.19	\$ 153,956	
<b>Total Salary &amp; Benefits:</b>					<b>\$ 81,142.19</b>	
<b>Operational Expenses</b>						
Clinical Supervisor (Contract)			\$ 3,246.00		\$ 38,952	
Advertising			\$ 150.00		\$ 1,800	
Ed/Conf/Trngs			\$ 300.00		\$ 3,600	
Fingerprints			\$ 20.00		\$ 240	
Physicals/Empl			\$ 50.00		\$ 600	
Mileage			\$ 3,000.00		\$ 36,000	
Office Supplies			\$ 250.15		\$ 3,002	
Postage			\$ 50.00		\$ 600	
Printing			\$ 50.00		\$ 600	
Subs/Book/Dues			\$ 80.00		\$ 960	
Telephone Service			\$ 800.00		\$ 10,800	
Data/Network Management			\$ 600.00		\$ 7,200	
Educational Conferences/Meetings			\$ 600.00		\$ 7,200	
Comm Travel			\$ 160.00		\$ 1,920	
General Liability Insurance			\$ 1,500.00		\$ 18,000	
Information Technology			\$ 3,400.00		\$ 40,800	
Internet			\$ 800.00		\$ 9,600	
<b>Total Operational Expenses</b>			<b>\$ 15,166.15</b>		<b>\$ 181,874</b>	
<b>Bldg &amp; Equip</b>						
Bldg Lease			\$ 4,800.00		\$ 58,800	
Equip Lease			\$ 400.00		\$ 4,800	
Equip Maint			\$ 150.00		\$ 1,800	
Bldg Maint			\$ 1,800.00		\$ 21,600	
Bldg Supplies			\$ 500.00		\$ 6,000	
Equip less \$500			\$ 150.00		\$ 1,800	
Utilities			\$ 500.00		\$ 6,000	
<b>Total Bldg &amp; Equip Expenses</b>			<b>\$ 8,400.00</b>		<b>\$ 100,800</b>	
<b>Child Family related Expenses</b>						
Clothing			Per Month/			
			\$ 200.00		\$ 2,400	
Food			\$ 200.00		\$ 2,400	
Supervised Activities			\$ 200.00		\$ 2,400	
Program Supplies			\$ 200.00		\$ 2,400	
Housing Support			\$ 200.00		\$ 2,400	
Respite (Foster Care Reimbursement, etc.)			\$ 250.00		\$ 2,997	
<b>Total Child Family related Expenses</b>			<b>\$ 1,250.00</b>		<b>\$ 14,997</b>	
<b>Subtotal Expenses</b>					<b>\$ 1,272,727</b>	
<b>INDIRECT EXPENSES</b>						
Headquarters Expenses		10%			\$ 127,272.71	
<b>Total All Expenses</b>					<b>\$ 1,400,000</b>	



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 10, 2021

**SUBMITTED BY:** Probation Department – Kelly Vernon

**SUBJECT:** EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

**SUMMARY:**

**Overview:**

The Department of Justice's Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funding to assist various public safety organizations in improving law enforcement programs. For the year 2018, the County of Kings was unable to expend allocated funds; therefore the Department of Justice is requesting an amended Memoranda of Understanding to memorialize this.

**Recommendation:**

- a. Authorize the County Administrative Officer to sign the amended Inter-Local Agreement between Hanford and the County of Kings to acknowledge Hanford to apply for funding under the Justice Assistance Grant Program; and
- b. Acknowledge that the Probation Department did not expend the funds previously awarded.

**Fiscal Impact:**

There is no fiscal impact to the County. The allocation of \$10,541 was not received nor expended.

**BACKGROUND:**

The JAG Program allows public safety organizations to apply for funding to improve public safety functions. Each county must designate a law enforcement agency within the county as the lead agency, which will apply for this funding. In 2018, Hanford agreed to be the lead agency and submitted the JAG application, completed all necessary paperwork, and acts as the administrator of the grant. Due to limitations as a result of SB 54, Truth Act, there was difficulty in determining if California met all federal requirements to receive funding.

(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**

### **EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

**August 10, 2021**

**Page 2 of 2**

Upon clarification being received, there was inadequate time left for Kings County Probation to expend the funds; therefore, no funds were received by the County.

During a JAG Grant Desk Review that Hanford Police Department participated in with the Department of Justice (DOJ), this discrepancy in funding was discovered. DOJ requires an amended Inter-Local Agreement reflecting the County received zero dollars (\$0) in 2018.

The amended Inter-Local Agreement has been reviewed and approved by County Counsel as to form.

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF HANFORD AND COUNTY OF KINGS,**

**2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD (AMENDED)**

This Agreement is made and entered into this \_\_\_ day of August, 2021, by and between the County of Kings, acting by and through its governing body, the County Board of Supervisors, hereinafter referred to as COUNTY, and the City of Hanford, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Kings County, State of California, witnesseth:

**WHEREAS**, this Agreement is made under the authority of Sections 930 through 930.6 of the Government Code: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the CITY agrees to provide the COUNTY \$ 0.00 from the JAG award for the County's designated program.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

CITY will act as the fiscal agent that submits the joint CITY-COUNTY application to the FY 2021 Byrne Justice Assistance Grant Program for the JAG, and administers the resulting JAG. Contingent upon available funding, CITY agrees to pay COUNTY a total amount of \$0.00.

**Section 2.**

COUNTY agrees to use \$0.00 for the JAG Program until \_\_\_\_\_ whereupon any unused funds shall be remitted to the US Department of Justice's Bureau of Justice Assistance consistent with program requirements.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the California Tort Claims Act.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than



claims for which liability may be imposed by the California Tort Claims Act.

**Section 5.**

The parties are acting in an independent capacity. Each of the parties agrees that it, including any and all of its officers, agents, and employees, shall have no right to employment rights or benefits available to the other party's employees. Each party shall be solely liable and responsible for providing to, or on behalf of, its own officers, agents, and employees all legally and contractually required employee benefits. In addition, each party shall be solely responsible and save the other party harmless from all matters relating to payment of each party's employees.

**Section 6.**

Each party to this agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 7.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 8.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

City of Hanford, California

County of Kings, California

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
County Administrative Officer

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

*Carrie R. Woolley*  
\_\_\_\_\_  
Interim 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 August 10, 2021

**SUBMITTED BY:** Administration – Larry Spikes/Domingo C. Cruz

**SUBJECT:** CALIFORNIA DEPARTMENT OF HEALTHCARE SERVICES MEDI-CAL INMATE PROGRAM CERTIFICATION OF VOLUNTARY CONTRIBUTIONS TO NON-FEDERAL SHARE OF MEDICAID EXPENDITURES

**SUMMARY:**

**Overview:**

The California Department of Health Care Services (DHCS) is the state agency responsible for administering the Medi-Cal County Inmate Program (MCIP). Your Board entered into a three year agreement for the MCIP, which allows the County to seek reimbursements from the State for inmate inpatient hospital stays on June 16, 2020. DHCS requires that a yearly Certification of Voluntary Contributions to Non-Federal Share of Medicaid Expenditures be submitted.

**Recommendation:**

**Approve the Medi-Cal County Inmate Program Certification of Voluntary Contributions to Non-Federal Share of Medicaid Expenditures for Fiscal Year 2020-2021, Fiscal Year 2021-2022, Fiscal Year 2022-2023 to continue participation in the program.**

**Fiscal Impact:**

The County's non-federal share contribution for FY 2020-2021 is the same as in FY 2019-2020, which is \$250,000. This cost is shared between the Sheriff Office, Probation, Public Health, and Behavioral Health. This amount was included in the FY 2020-2021 Adopted Budget. The estimated expenditure from FY 2020-2021 was \$32,805, which is below the \$250,000 maximum amount that the County would pay.

(Cont'd)

**BACKGROUND:**

**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**

### **CALIFORNIA DEPARTMENT OF HEALTHCARE SERVICES MEDI-CAL INMATE PROGRAM CERTIFICATION OF VOLUNTARY CONTRIBUTIONS TO NON-FEDERAL SHARE OF MEDICAID EXPENDITURES**

**August 10, 2021**

**Page 2 of 2**

MCIP makes federal financial participation available for medical care provided to Medi-Cal eligible County inmates. Therefore, the County is able to obtain budgetary savings for the medical care provided to its Medi-Cal eligible inmates through this program. These savings occur to the County because the Federal Government, through Medi-Cal, provides eligible inmates Medi-Cal funding for eligible medical services received.

On June 16, 2020, your Board entered into a three year agreement for the MCIP (Agreement No. 20-MCIPKINGS-16), which allowed the County to seek reimbursements from the State for inmate in-patient hospital stays. The program was voluntary, and the County chose to participate in the MCIP for Fiscal Years 2020-2023. As part of the process to continue participation, the DHCS requires that a yearly Certification of Voluntary Contributions to Non-Federal Share of Medicaid Expenditures to be submitted for each fiscal year. This form depicts that the County certifies that “the intergovernmental transfer amount specified herein represents a voluntary contribution by the Governmental Funding Entity to the non-federal share of Medicaid expenditures for purposes of all federal laws, including, but not limited to Section 10201(c)(6) of the Patient Protection and Affordable Care Act (Public Law No. 111-148).”

The MCIP allows for the following:

- **Adult County Inmate Program (ACIP)**

Provides Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services, and physician services provided during the inpatient hospital service stay of adult inmates in county correctional facilities who are determined eligible for Medi-Cal. Therefore, it relieves the County of all or a portion of the cost of medical services provided.

- **Juvenile County Ward Program (JCWP)**

Provides Medi-Cal allowable inpatient hospital services, including inpatient psychiatric services and physician services, of juvenile inmates in county correctional facilities who are determined eligible for Medi-Cal. Therefore, it relieves the County of all or a portion of the cost of medical services provided.

On June 2, 2020, your Board approved an agreement with California Forensic Medical Group, Inc. and its management services organization, Wellpath (Wellpath) (Agreement No. 20-033) to provide health care services for the adult and juvenile inmates. Under that contract, the County is responsible for the costs related to care outside the facility for up to a cap amount (CAP). The CAP is set annually based on a contractual amount that increases every year based on the Consumer Price Index. By being enrolled in the MCIP program, Medi-Cal can pay for some or all offsite costs for Medi-Cal eligible County inmates for medical services, resulting in savings to the County.

The Certification of Voluntary Contributions to Non-Federal Share of Medicaid Expenditures has been reviewed and approved as to form by County Counsel.

**MEDI-CAL COUNTY INMATE PROGRAM  
CERTIFICATION OF VOLUNTARY CONTRIBUTIONS  
TO NON-FEDERAL SHARE OF MEDICAID EXPENDITURES**

On behalf of \_\_\_\_\_ (the Governmental Funding Entity), I hereby certify that the intergovernmental transfer amount specified herein represents a voluntary contribution by the Governmental Funding Entity to the non-federal share of Medicaid expenditures for purposes of all federal laws, including, but not limited to Section 10201(c)(6) of the Patient Protection and Affordable Care Act (Public Law No. 111-148). The funds transferred qualify for Federal Financial Participation (FFP) pursuant to 42 C.F.R. part 433, subpart B, and are not derived from impermissible sources. Governmental Funding Entity shall indemnify DHCS for any deferral or disallowance of FFP should funds transferred pursuant to this certification be deemed ineligible for FFP.

This voluntary contribution in the amount of \$ \_\_\_\_\_ is intended to fulfill the Governmental Funding Entity's responsibility for the non-federal share of certain payments under the Medi-Cal County Inmate Program (MCIP) implemented in accordance with California Welfare and Institutions Code (WIC) Section 14053.7 and 14053.8.

These funds are provided solely to enable DHCS to obtain FFP for MCIP payments as permitted by federal law. In the event DHCS is unable to obtain FFP for these MCIP payments, or the full MCIP payments cannot otherwise be made to and retained by hospital providers of acute inpatient services under the MCIP, and therefore all or a portion of the transferred amount cannot be used as intended, DHCS will notify the Governmental Funding Entity and return the applicable portion of the unused intergovernmental transfer amount. Amounts due to or owed by the Governmental Funding Entity may be offset against future transfers related to MCIP as determined by DHCS. The governmental funding entity may not receive and retain any of the Medicaid payments funded by the IGT funds.

All records of public funds constituting the non-federal share are subject to review and audit by DHCS. The Governmental Funding Entity understands that DHCS must deny payment under WIC sections 14053.7, 14053.8, and Penal Code 5072 if it is determined that the IGT, the certification, or both is not adequately supported for purposes of claiming FFP.

I am authorized to sign this certification of voluntary contributions on behalf of the Governmental Funding Entity. I understand that knowingly filing a false or fraudulent statement in support of a claim may violate the Federal False Claim Act or other applicable statute, and be punishable thereunder.

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**Craig Pedersen, Chairman  
Board of Supervisors**



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 10, 2021

**SUBMITTED BY:** Administration – Larry Spikes/Kyria Martinez  
California Public Finance Authority – Caitlin Lanctot

**SUBJECT:** APPROVING THE ISSUANCE OF A TAX-EXEMPT LOAN UP TO \$27,000,000  
FOR THE PURPOSE OF FINANCING AND REFINANCING CAPITAL  
IMPROVEMENTS TO FACILITIES AT MARIN ACADEMY

### **SUMMARY:**

#### **Overview:**

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

#### **Recommendation:**

**Adopt a Resolution approving the financing and the issuance of the loan by the California Public Finance Authority for Marin Academy.**

#### **Fiscal Impact:**

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

### **BACKGROUND:**

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure, and improve the overall quality of life in local communities.

(Cont’d)

**BOARD ACTION:**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **APPROVING THE ISSUANCE OF A TAX-EXEMPT LOAN UP TO \$27,000,000 FOR THE PURPOSE OF FINANCING AND REFINANCING CAPITAL IMPROVEMENTS TO FACILITIES AT MARIN ACADEMY**

**August 10, 2021**

**Page 2 of 2**

Marin Academy (the “Corporation”) has requested that CalPFA issue a tax-exempt loan in an amount not to exceed \$27,000,000 to finance and refinance capital improvements to facilities of Marin Academy located generally at 1600 Mission Avenue in San Rafael, California (the “Project”).

A public hearing was held for this Project on August 10, 2021. The Board has been asked to approve the issuance of the bonds as the host governmental unit.

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

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

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

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

\* \* \* \* \*

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$27,000,000, FOR THE PURPOSE OF FINANCING AND/OR REFINANCING CAPITAL IMPROVEMENTS TO CERTAIN FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO, TO BENEFIT MARIN ACADEMY

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

WHEREAS, Marin Academy, a California nonprofit public benefit corporation (the “Corporation”), has requested that the California Public Finance Authority (the “Authority”) participate in issuing one or more tax-exempt obligations (the “Loan”) in an aggregate principal amount not to exceed \$27,000,000, for the purpose of financing and/or refinancing various capital facilities (the “Projects”) as more fully described below;

WHEREAS, First Republic Bank or any other lender selected by the Corporation (the “Lender”), the Authority and the Corporation will enter into a master loan agreement (the “Master Loan Agreement”), under which the Authority will lend the proceeds of the Loan to the Corporation to be used to: (1) prepay in full the outstanding balance of the California Infrastructure and Economic Development Bank 2014 Tax-Exempt Loan (Marin Academy) (the “2014 Loan”), issued in the principal amount of \$20,000,000, pursuant to a Master Loan Agreement, dated as of January 1, 2014, by and among the California Infrastructure and Economic Development Bank, the Corporation and First Republic Bank (the “Lender”); (2) prepay in full the outstanding balance of a loan, issued in the principal amount of \$3,000,000 (the “2017 Fifth Avenue Properties Loan”), pursuant to a Loan Agreement, dated as of December 1, 2017, by and between the Lender and the Corporation; (3) prepay in full the outstanding balance of a loan, issued in the principal amount of \$3,000,000 (the “2017 Culloden Park Road Loan”), pursuant to a Loan Agreement, dated as of December 1, 2017, by and between the Lender and the Corporation; (4) pay and/or reimburse the Corporation for the costs (which costs include soft costs) of acquisition, construction, renovation, retrofitting, improvement and equipping of capital facilities at the Corporation’s campus located generally at 1600 Mission Avenue, in the City of San Rafael and County of Marin (the “Campus”), including the construction of a new aquatic center located on the south side of Mission Avenue between Cottage Avenue and E Street (formerly 1530 and 1534 Fifth Avenue, San Rafael, California); and (5) pay various costs of issuing the Loan, and other related costs;

WHEREAS, the proceeds of the 2014 Loan were used by the Corporation to: (A) refinance the ABAG Finance Authority for Nonprofit Corporations Private Placement Revenue Bonds (Marin Academy) Series 2006 (the “Series 2006 Bonds”) including any prepayment fees with respect thereto, (B) pay and/or reimburse the Corporation for the costs (which costs include soft costs) of acquisition, construction, renovation, retrofitting, improvement and equipping of capital facilities at the Campus, including the construction of a new Science and Innovation Center located at 1590

Mission Avenue, San Rafael, California, and (C) pay various costs of issuing the 2014 Loan and other related costs;

WHEREAS, the proceeds of the Series 2006 Bonds were used to finance the costs of construction, renovation, improvement, equipment acquisition and installation of capital facilities at the Campus, including construction of the Bodie Brizendine Leadership Center, located at 2 Cottage Avenue, San Rafael, California, and to pay certain costs of issuance of the Series 2006 Bonds; the proceeds of the 2017 Fifth Avenue Properties Loan were used to finance the acquisition, construction, improvement and equipping of certain properties located on the south side of Mission Avenue between Cottage Avenue and E Street (formerly 1530 and 1534 Fifth Avenue, San Rafael, California), and to pay certain costs of issuing the 2017 Fifth Avenue Properties Loan, and other related costs; the proceeds of the 2017 Culloden Park Road Loan were used to finance the acquisition, construction, improvement and equipping of the property located at 35 Culloden Park Road, San Rafael, California, and to pay various costs of issuing the 2017 Culloden Park Road Loan, and other related costs; and the projects financed and refinanced by the Loan (and described above) are collectively referred to herein as the “Projects;”

WHEREAS, the Projects are owned and operated by the Corporation and used for the educational purposes thereof, and are located in the County of Marin;

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Kings as follows:

Section 1. The Board of Supervisors hereby approves the issuance of the Loan by the Authority for the purposes of financing and/or refinancing the Projects and paying various costs of issuance in connection with the Loan and other related costs. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Loan by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.



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

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

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

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

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

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

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 10, 2021

**SUBMITTED BY:** Probation Department – Kelly Vernon

**SUBJECT:** KINGS JUVENILE CENTER POPULATION SELF-CAP

**SUMMARY:**

**Overview:**

The Kings Juvenile Center has a rated capacity of 65 youth. The County previously set a self-imposed population cap of 56 due to staffing ratios. As a result of ongoing difficulties in hiring and retention, it has become necessary to lower this self-imposed population cap further to 30 youth. The Juvenile Center has maintained a population under 30 youth for well over two (2) years, and do not anticipate an increase. As this is a self-imposed population cap, it can be increased at the discretion of the Board of Supervisors at any time staffing ratios improve.

**Recommendation:**

**Set a self-imposed population cap for the Kings Juvenile Center from 56 to 30 youth.**

**Fiscal Impact:**

There is no fiscal impact to the County.

**BACKGROUND:**

The Kings Juvenile Center housing all youth detained and/or committed to a facility by the Kings County Superior Court. The facility was built in 1981, and has a rated capacity with the Board of State and Community Corrections of 65 youth. However, due to staffing ratios, the County previously imposed a self-imposed capacity limit of 56 youth. As juvenile facility populations have decreased across the state, the population in the Kings Juvenile Center has remained below 30 youth in custody at any given time over the past two (2) years.

(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**

### **KINGS JUVENILE CENTER POPULATION SELF-CAP**

**August 10, 2021**

**Page 2 of 2**

In addition, reoccurring issues with hiring and retaining staff for the Juvenile Center has left 13 Juvenile Corrections Officer positions open, with an additional two (2) positions unfunded in the current budget. With the staffing shortage that the Juvenile Center currently experiencing, it is not staffed to safely house 56 youth as required under Title 15 should that become necessary. Therefore, Staff is requesting to reduce the self-imposed population capacity to 30 youth.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 10, 2021

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

**SUBJECT:** AGREEMENT WITH NATIONAL AUTOPSY ASSAY GROUP PATHOLOGY LABS, PC

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office requests the approval of an agreement with National Autopsy Assay Group (NAAG) Pathology Labs, PC for forensic pathology and autopsy services.

**Recommendation:**

**Approve an Agreement with National Autopsy Assay Group Pathology Labs, PC for forensic pathology and autopsy services.**

**Fiscal Impact:**

The total cost of this agreement is for \$50,750 for 3 months of services. Pathology and autopsy services are budgeted in the Sheriff's Office budget unit 222000, account 92051.

**BACKGROUND:**

On June 16, 2020, your Board approved a renewal agreement with Microcorre Diagnostic Laboratory for forensic pathology and autopsy services. On June 15, 2021, we received a formal notification of the termination of the agreement due to the death of the owner of Microcorre Diagnostic Laboratory, Dr. Gary Walters.

Pursuant to California State Government Code Section 27491 and the Health and Safety Code Section 102850, the County is mandated to determine the method and manner of certain reportable deaths. Medical procedures related to this mandate must be fulfilled by a Forensic Pathologist, who is specifically skilled and licensed to determine cause of death and testify during court proceedings. There is a nationwide shortage of Forensic

(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 NAAG PATHOLOGY LABS PC**

**August 10, 2021**

**Page 2 of 2**

Pathologists. The Kings County Chief Deputy Coroner began searching for Forensic Pathology services in order to continue services and comply with the law. NAAG Pathology Labs, PC is able to provide services. The term of the agreement is for three (3) months, beginning August 2, 2021 through October 31, 2021. The 3 month agreement allows us to start services and gives the County and NAAG Pathology Labs, PC time to work on a long term agreement in the future.

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

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

**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on JULY 30, 2021, between the County of Kings, a political subdivision of the State of California ("County") and NAAG Pathology Labs PC, a California corporation ("Contractor") (singularly a "Party," collectively the "Parties").

**RECITALS**

WHEREAS, the County requires forensic pathology services under Government Code section 27491; and

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

NOW, THEREFORE, the Parties agree as follows:

**1. SCOPE OF SERVICES**

The County engages Contractor and Contractor shall do, perform, and carry out the services set forth in the Scope of Work attached by this reference as **Exhibit A**.

**2. RESPONSIBILITIES OF CONTRACTOR**

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

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

**3. COMPENSATION**

County shall pay Contractor as set forth in **Exhibit A**. Contractor is not entitled to any additional consideration, compensation or other remuneration under this Agreement, except as set forth in **Exhibit A**.

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

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

#### **4. TERM**

This Agreement commences on August 2, 2021, and terminates on October 31, 2021, unless otherwise terminated in accordance with the Agreement's term. The Parties acknowledge and understand this Agreement has retroactive application to August 2, 2021.

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

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

#### **6. AMENDMENTS**

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

#### **7. TERMINATION**

The right to terminate this Agreement 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. 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 because of this Agreement.

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

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

**15. SUBCONTRACTORS**

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 the County, subject to any required state or federal approval.

**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 the affected Party notifies the other in writing specifying the delay's cause 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**  
Kings County Sheriff's Office  
1444 West Lacey Blvd.  
Hanford, CA 93230

**Contractor**  
NAAG Pathology Labs, PC  
9540 Waples Street, Ste. B  
San Diego, CA 92121

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: i) Section 5 Records and Inspections; ii) Section 8 Insurance; iii) Section 9 Indemnification; and iv)

Section 12 Confidentiality.

**23. NO THIRD PARTY BENEFICIARIES**

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

**24. ADA COMPLIANCE**

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

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

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

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

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

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

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

**26. ELECTRONIC SIGNATURES**

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

**27. AUTHORITY**

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

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

COUNTY OF KINGS

CONTRACTOR NAME

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

By: Tristan Leach 07/30/2021  
Tristan Leach  
Forensic Operations Director

ATTEST

Approved as to Endorsements Received

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

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

APPROVED AS TO FORM  
Lee Burdick, County Counsel

By: Cindy Crose Kliever 07/29/2021  
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

**Exhibit A:** Scope of Work and Compensation/Fees

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



## Exhibit A

PATHOLOGY LABS PC

9540 Waples Street, Suite B  
San Diego, CA, 92121

# Scope of Work and Compensation

BETWEEN

NAAG PATHOLOGY LABS, PC (THE "CONTRACTOR")

AND

COUNTY OF KINGS (THE "COUNTY")

**PATHOLOGY SERVICES FOR KINGS COUNTY SHERIFF'S OFFICE**

- 
1. The Contractor currently provides contractual and *ad hoc* forensic pathology services in other jurisdictions in California.
  2. The total cost for services during the term of this Agreement is \$50,749.98.
  3. Contractor shall render services on-site in Kings County over a three (3) day period each week (Monday through Wednesday), as needs dictate through a regional forensic pathology model. Contractor's service delivery target day is Monday. Contractor may provide services to third parties Mondays through Wednesdays and the onsite workday may vary within the Monday through Wednesday period.
  4. Contractor shall provide forensic pathology services to the County as described in **SCHEDULE "A"** attached to this **Exhibit A**.



## Exhibit A



PATHOLOGY LABS PC

---

5. Contractor shall comport with national and international standards for forensic pathology practice.
6. Contractor shall deliver completed reports to the County in compliance with National Association of Medical Examiners standards<sup>1,2</sup>.
7. County shall pay the Contractor \$16,916.66 per month for services under this Agreement up to the maximum of \$50,749.98 for ninety (90) days of service. This rate includes reasonable travel expenses. Said compensation, including the retainer, are included in the maximum of \$50,749.98. County shall pay Contractor according to the following schedule:
  - a. \$25,000.00 in the form of a retainer following receipt of an invoice for services after execution of this agreement;
  - b. \$10,000.00 following receipt of an invoice on September 1, 2021; and
  - c. \$15,749.98 paid following receipt of an invoice on October 1, 2021.
8. County shall provide and is responsible for typical operating expenses required for death investigations including, the Coroner's office overhead and personnel expenses, costs of operating the autopsy suite, personnel protective equipment, and supplies as mutually agreed upon by the Parties.

---

<sup>1</sup> 90 percent of cases will be finalized within 60 days, and 90 percent of the remaining cases will be completed within 90 days. Written explanations will be offered for cases taking longer than the recommended turnaround times.

<sup>2</sup> Unforeseen delays in the delivery of histology or toxicology results (services to be provided by the Coroner) may impact turnaround time.

## Exhibit A



9. County shall pay the costs of histology and toxicology services as requested by the Contractor.
10. Contractor shall be responsible for costs associated with peer review (as dictated by Contractor's policies), and consultations in neuropathology, cardiovascular pathology, radiology and forensic anthropology.
11. The Parties shall cooperate to: i) make reasonable adjustments for on-site work for the convenience of the Parties; and ii) foster collaboration amongst the Parties' staff.

## **Exhibit B**

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

**Exhibit B**

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.)



## SCHEDULE “A”

For the purposes of the July 2021 Memorandum of Understanding Between the Coroner and the Consultant, forensic pathology services are defined as:

- The practice of medicine by board certified physicians licensed in the State of California
- The performance of postmortem examinations including:
  - o External examinations
  - o External examinations with toxicology (including via incisional inspection, when necessary)
  - o Head-only autopsies (in select circumstances)
  - o Complete autopsies
- Records review cases
- Toxicology review cases
- On-site consultations from Coroner and law enforcement personnel
- Attendance at death scenes as requested by the Coroner

# Sherwood Law Offices

A Professional Corporation  
225 W. Oak Ave.  
Visalia, CA 93291

PETER A. SHERWOOD  
DANIEL K. MARVIN  
ANNEKA G. SWEENEY

TELEPHONE (559) 733-3900  
FACSIMILE (559) 733-3735  
E-MAIL [pete@theattorneys.net](mailto:pete@theattorneys.net)

June 15, 2021

Kings County Sheriff - Coroner  
1470 North Drive  
Hanford, CA 93230 *also via email [wayne.brabant@co.kings.ca.us](mailto:wayne.brabant@co.kings.ca.us)*  
Attn: Wayne Brabant - Chief Deputy Coroner

Re: Estate of Gary Alan Walter  
Tulare County Superior Court Case No. VPR050477

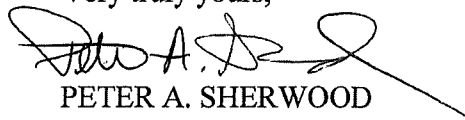
Dear Mr. Brabant:

Our offices represent Tamara Mainord, CPA, the Court Appointed Administrator of the Estate of Gary A. Walter, MD, who was the sole owner of Microcorre Diagnostic Lab, Inc. ("Microcorre"). The County of Kings and Microcorre entered into a Services Agreement effective July 1, 2020.

On behalf of Microcorre, and due to the death of Dr. Walter, this letter provides formal notification of its termination of the existing Services Agreement, effective July 29, 2021.

Should you have any questions regarding this matter, please feel free to contact our office.

Very truly yours,

  
PETER A. SHERWOOD

PAS\kd

cc: Ms. Tamara Mainord, CPA

Kings County Sheriff - Coroner  
Attn: Coroner's Office  
1444 West Lacey Blvd.  
Hanford, CA 93230



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM August 10, 2021

**SUBMITTED BY:** Administration – Larry Spikes/Matthew Boyett  
**SUBJECT:** AGREEMENT WITH KINGS COUNTY COMMISSION ON AGING FISCAL  
YEAR 2021-2022 GENERAL FUND CONTRIBUTION

### **SUMMARY:**

#### **Overview:**

Kings County has provided a County General Fund contribution to the Kings County Commission on Aging (KCCOA) in order to meet the match requirements for California Department on Aging (CDA) state and federal funding, and to provide subsidy for the Adult Day Care program.

#### **Recommendation:**

**Approve an Agreement with the Kings County Commission on Aging to provide local match funds requirements for California Department on Aging funding and subsidy for the Adult Day Care program, retroactively effective from July 1, 2021 to June 30, 2022.**

#### **Fiscal Impact:**

The County General Fund is being requested to contribute \$80,000 to KCCOA to provide a required local match for CDA state and federal funding, and subsidy for the Adult Day Care program. The \$80,000 General Fund contribution is included in the Fiscal Year (FY) 2021-2022 Recommended Budget in Budget Unit 510000. The proposed contract amount of \$80,000 is the same as the contribution provided to the KCCOA in FY 2019-2020 and FY 2020-2021.

### **BACKGROUND:**

KCCOA is an independent nonprofit organization that provides services to seniors within Kings County. The KCCOA is governed by a 21 member Council, who provide strategic direction and oversight of the agency's Director. The KCCOA was established in 1970 to provide information, assistance, support and advocacy for Kings County seniors. Its mission is "to maintain and improve the physical, psychological, and social wellness 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**

### **AGREEMENT WITH KINGS COUNTY COMMISSION ON AGING FISCAL YEAR 2021-2022 GENERAL FUND CONTRIBUTION**

**August 10, 2021**

**Page 2 of 2**

individuals age 60 and older in the Kings County area, in particular the isolated, lonely, and frail.” KCCOA seeks to accomplish this mission by providing various services to Kings County residents.

For several years, Kings County has provided a General Fund contribution to the KCCOA. The Board of Supervisors (BOS) approved the last agreement with the KCCOA on September 15, 2020, for FY 2020-2021 (Board Agreement No. 20-103). This contribution was for two purposes: 1) to meet a local match requirement to leverage a larger pot of funding from the California Department on Aging (CDA) and 2) to provide funding assistance for the KCCOA’s Adult Day Care program. KCCOA has relied on this funding to keep its programs operational. This funding has assisted the agency with program costs for the Adult Day Care program as well as helped to meet the agency’s matched contribution requirements for CDA state and federal funding. County funding of these programs is optional; however, the KCCOA has relied on this funding for the past ten years to keep its programs operational.

Staff recommends that your Board approve the agreement.

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



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

**COUNTY OF KINGS  
AGREEMENT FOR SERVICES**

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

**RECITALS**

WHEREAS, the County requires services to implement programs for the elder population in Kings County, as provided in Subchapter III, of Chapter 35 of title 42 of the United States Code (42 U.S.C. 3021 et seq.); and

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

NOW, THEREFORE, the Parties agree:

**1. SCOPE OF SERVICES**

The County engages Contractor and Contractor shall do, perform, and carry out a variety of services for Kings County’s elderly population, and in accordance with the Kings/Tulare Area Agency on Aging, Four-Year Area Plan on Aging, July 1, 2020 to June 30, 2024, including, but not limited to the following (the “Services”):

1. Adult Day Care;
2. Family Caregiver Support;
3. Supportive Services;
4. Ombudsman Services;
5. Elder Abuse Prevention;
6. Nutrition Services; and
7. Other services identified or deemed necessary.

///

## 2. RESPONSIBILITIES OF CONTRACTOR

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

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

## 3. COMPENSATION

County shall pay Contractor for services rendered as set forth in **Exhibit A**. County shall pay, not will Contractor receive any additional consideration, compensation, or other remuneration under this Agreement except as set forth in **Exhibit A**.

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

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

## 4. TERM

This Agreement commences on July 1, 2021, and terminates on June 30, 2022, unless 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 examine, inspect, copy, or audit the records, at no cost to the County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

## 6. AMENDMENTS

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

## 7. TERMINATION

The right to terminate this Agreement 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. If the nature of the breach requires more time to cure than allowed in the Notice of Default, the defaulting party may submit a written proposal to the non-defaulting party within that period that describes a specific remediation plan 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 this Agreement immediately, or on the date specified in the Notice of Default, or grant 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. 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 because of this Agreement.

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

## **10. INDEPENDENT CONTRACTOR**

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

## **11. COMPLIANCE WITH LAW**

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

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

## **12. CONFIDENTIALITY**

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

## **13. CONFLICT OF INTEREST**

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

## **14. NONDISCRIMINATION**

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

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

## **15. SUBCONTRACTORS**

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 the County, subject to any required state or federal approval.

**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 causes beyond a party's reasonable control, on the condition the affected party notifies the other party, in writing, within ten (10) days of the start of the cause 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**

Sanja Bugay, Director  
Kings County Human Services Agency  
1400 West Lacey Blvd., Building 8  
Hanford, CA 93230

**Contractor**

Bobbie Wartson, Executive Director  
Kings County Commission on Aging Council  
P.O. Box 598  
Armona, CA 93202

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 laws of the State of California govern the validity, enforceability, or interpretation of this Agreement. The Parties entered into this Agreement and it will be performed in Kings County, rendering Kings County the appropriate venue for any action or proceeding, in law or equity, that may be brought in connection with this Agreement. Contractor waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer venue of any action arising out of this Agreement.

## **21. SEVERABILITY**

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

## **22. SURVIVAL**

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

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

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

## **24. ADA COMPLIANCE**

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

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

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

This Agreement and the recitals and exhibits are fully incorporated into and are integral parts of this Agreement, and constitute the entire agreement between the Parties. The Parties warrants there are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor other than those contained in this Agreement.

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

TE each party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. The Parties waive the rule that ambiguities in contract are construed against the drafter and Civil Code section 1654 has no application in the construction of this Agreement.

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

**26. ELECTRONIC SIGNATURES**

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

**27. AUTHORITY**

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

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

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

COUNTY OF KINGS

KINGS COUNTY COMMISSION ON  
AGING COUNCIL

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

By: Bobbie Wartson  
Bobbie Wartson, Executive Director

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 Grose Kliever 06/24/2021  
Cindy Grose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Compensation/Budget

Exhibit B: HIPPA Business Associate Agreement

Exhibit C: Kings County ADA Grievance Procedures

**Exhibit A**

**Compensation/Budget**

<b>Income</b>		<b>Totals</b>
Kinas County Grant Match	\$80,000.00	
Program Income		
<b>Total Income</b>		<b>\$80,000.00</b>
<b>Personnel</b>		
(2) Adult Day Care Aide	\$3,000.00	
<b>Total Salary</b>		<b>\$3,000.00</b>
<b>Tax/Fringe Benefits</b>		
Payroll Taxes/Fringe Benefits	\$872.00	
<b>Total Tax/Benefits</b>		<b>\$872.00</b>
<b>Total Personnel</b>		<b>\$3,872.00</b>
<b>Federal Grant Match Requirement</b>		
Grant Match Dollars for all senior	\$68,000.00	
<b>Total Match</b>		<b>\$68,000.00</b>
<b>Other Costs</b>		
Food Costs	\$3,000.00	
Utilities	\$1,800.00	
Communication / Network/IT	\$1,500.00	
Supplies	\$900.00	
Fuel / Vehicle Repair & Maintenance	\$828.00	
Postage	\$100.00	
<b>Total Other Costs</b>		<b>\$8,128.00</b>
<b>Total Expenses</b>		<b>\$80,000.00</b>
<b>Total Income</b>		<b>\$80,000.00</b>

## **Exhibit B**

### HIPAA Business Associate Exhibit

#### **I. Recitals.**

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

B. The County of Kings (“County”) wishes to, or may, disclose to Kings County Commission on Aging Council, a California nonprofit corporation (“Business Associate”) certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“PHI”) pursuant to HIPAA regulations.

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

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

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

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

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

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

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

## Exhibit B

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

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

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

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

2) *Type of Services to be Provided by the Business Associate.)* Business Associate will provide services for the elderly population in Kings County, such as a nutrition, adult day care, elder abuse prevention, and an ombudsman. Said services are set forth in the Agreement.

### III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

## Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

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

## Exhibit B

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

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

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

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

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

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

County agrees to:

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

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

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



## Exhibit B

disclosure of PHI.

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

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

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

A. Failure to detect or

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

### VI. **Termination.**

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

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

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

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

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

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

## Exhibit B

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 B

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 B

### 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 B

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 B

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 B

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.

  
Bobbie Wartson, Executive Director  
Kings County Commission on Aging Council

## Exhibit C

### Appendix E.

#### Kings County ADA Grievance Procedure

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

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

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

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



## Exhibit C

County of Kings

2016 ADA Self-Evaluation

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

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 August 10, 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.