

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

Edward Hill, County Administrative Officer
Diane Freeman, Interim County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors

Regular Meeting Agenda

Date: Tuesday, September 21, 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 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/iYc1dyMRo4o> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for 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 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 –Pastor Andrew Cromwell– Koinonia Church
PLEDGE OF ALLEGIANCE

II. UNSCHEDULED APPEARANCES

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

III. APPROVAL OF MINUTES

- A.** Report out of Closed Session from September 14, 2021.
- B.** Approval of the minutes from the September 14, 2021 regular meeting.



IV. CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider approving the Agreement with Plumlee's Board and Care for residential board and care services, retroactively effective from July 1, 2020 to June 30, 2023.

B. Child Support Services:

1. Consider authorizing the Director of Child Support Services to sign the Plan of Cooperation with the Kings County Superior Court for securing financial support for minor children.

C. Public Health Department:

1. Consider authorizing waiving the flu vaccine administrative fee for flu vaccines offered to Kings County residents via mobile vaccination events.

D. Administration:

1. Consider adopting a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Pathways to College Properties, Limited Liability Company.
2. Consider denying the Claim for Damages filed by Isabella Gutierrez.

V. REGULAR AGENDA ITEMS

A. Public Health Department –Darcy Pickens/Heather Silva

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:

- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Edward Hill, Larry Spikes, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Unrepresented Management
- ◆ **Significant Exposure to Litigation: 2 Cases [Govt. Code Section 54956.9 (d)(2)]**
- ◆ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)(e)(3)]**



VIII. ADJOURNMENT
A Special meeting will be held on Tuesday, September 21, 2021 at 1:30 p.m. (see separate agenda for information). The next regularly scheduled meeting will be held on Tuesday September 28, 2021 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

September 21	1:30 PM	Special Meeting/County Counsel and Director of Finance Interviews – Closed Session
September 28	9:00 AM	Regular Meeting
October 5	9:00 AM	Regular Meeting
October 12	9:00 AM	Regular Meeting
October 19	9:00 AM	Regular Meeting
October 26	9:00 AM	Regular Meeting

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

Board Members

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



Staff

Edward Hill, County Administrative Officer
Diane Freeman, Interim County Counsel
Catherine Venturella, Clerk of the Board

**Board of Supervisors
Regular Meeting Action Summary**

Date: Tuesday, September 14, 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 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/FM0wgJWoTB0> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for 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 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 –Pastor Brian Kleinhammer – Koinonia Church
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT

- II. **UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.
Catherine Venturella, Clerk of the Board stated that the following letters were received by the deadline of 8:30 a.m. this morning, distributed to the Board and will become part of the permanent record: Jullie Calkins, Cindy Fagundes, Jack Lungu, Tim Harper, Mary Beth Wynn, Community Behavioral Health Center signed by Boghos Karamanlian, Tom Ellsworth, Lisa Noll, Kathy Guinn, Bill Dollar, Mayra Alvarez, Lisa Zepeda and Christina Falosk.

Rohina Fazil, Mental Health Systems stated that she is against the appeal filed on the RFP process and stated that their staff is ready to do the job.



Sylvia Reed Drake, Mental Health Systems stated that she is against the appeal filed on the RFP process and stated that their staff is ready to get to work.

Nora Lynn, Kings County resident and Kings View employee stated that she is in favor of the appeal due to lack of transparency in reviewing the scoring process.

Carolina Davis, Kings County resident and Kings View employee stated that she is here to support Kings View and asked the Board to please review the RFP process.

Tal Eslick, consultant for Kings View stated that there were issues related with the RFP and Kings View employs people who live in the community.

Beverly Raine, Kings View employee stated that continuity of care is critical and asked the Board to reconsider the RFP process.

Alfred Trujillo, Kings View past employee stated that he now owns his own business and asked the Board to reevaluate the RFP process.

Alice Parrish, Kings County resident and Kings View employee stated that she in here in support of the appeal of the RFP process.

Lisa Rogers, Kings View employee asked the Board to reevaluate the RFP process and stated that during the process the applicants get to see the rubric used in the scoring and have not been given that information.

Kelly Maestas, Kings View employee asked the Board to not disrupt services to the children receiving services in Kings County already by Kings View.

Ashley Ramstad, Kings View employee asked the Board to consider the appeal and keep Kings View as the provider of services.

Angela Garcia, Kings County resident and Kings View employee stated that she is here in support of Kings View.

Jason Williams, Kings County resident and Kings View employee stated that he is in support of Kings View in the appeal of the RFP process.

Viridiana Perez, In Home Supportive Services worker asked the Board to consider higher wages and more help for the clients.

Victoria Sanchez, In Home Supportive Services worker asked the Board to raise the wages for Kings County workers like Tulare and Fresno County and to offer health insurance.

Flora Valdovinos, In Home Supportive Services worker asked the Board to consider higher wages and health insurance for workers.

Rose Cain, In Home Supportive Services worker asked the Board to consider higher wages and health insurance for workers.

Bill Shawhan, CLOCEA Union representative thanked County staff and the Board for working with their representatives to get the four year agreement for the employees of Kings County.



Ulises Castellanos, SEIU representative stated that the In Home Supportive Services workers here today took time off from caring for their clients to speak today and there are many more that wanted to be here but could not and stated that the workers would like the Board to consider wages and benefits like Fresno County.

Leticia Alaniz, Kings View employee stated that she is here to support Kings View in the appeal of the RPF process.

Kelly Vernon, Kings County Chief Probation Officer invited everyone to attend the SB 81 round 2 Juvenile facility and day reporting center ground breaking will be held on September 15, 2021 at 1:30 p.m.

David Rolfsema, Kings View employee stated that Kings View is a one stop shop and stated that he is here to support Kings View.

Jim Erb, Kings County Department of Finance Director stated that ??? they have identified a minor discrepancy with their RDA distribution and they are evaluating these distributions. He also informed the Board that this is his last meeting as he is retiring today and thanked the Board for the time he had working with them.

Supervisor Valle stated that he would not be online for the entire meeting due to being out of town.

Edward Hill, County Administrative Officer thanked Jim Erb for his coming to Kings County to complete his career and stated that his guidance was pivotal.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from August 31, 2021.

EDWARD HILL, COUNTY ADMINISTRATIVE OFFICER STATED THAT THE BOARD TOOK NO REPORTABLE ACTION IN CLOSED SESSION ON AUGUST 31, 2021.

B. Approval of the minutes from the August 31, 2021 regular meeting.

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

IV. CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider approving the Agreement with Symetra Life Insurance Company for subordination, non-disturbance, and attornment necessary for property financing by the property owner. **[Agmt 21-116]**
2. a. Consider approving the Agreement with the California Department of Health Care Services for mental health block grant program performance requirements, retroactively effective July 1, 2021 to June 30, 2024; and **[Agmt 21-117]**
b. Adopt a Resolution authorizing the Director of Behavioral Health to sign the Agreement with the California Department of Health Care Services and any amendments for mental health block grant program performance requirements, retroactively effective July 1, 2021 to June 30, 2024. **[Reso 21-059]**

B. Community Development Agency:

1. Consider adopting a revised Resolution No. 20-001 removing the names "Gregory R. Gatzka" and "Chuck Kinney" and simply authorizing the positions of Community Development Agency Director or Deputy Director – Planning, to execute in the name of the County for all required documents. **[Reso 20-001.1]**



CONSENT CALENDAR CONTINUED

C. Department of Finance:

1. Consider adopting a Resolution establishing property tax rates within Kings County for Fiscal Year 2021-2022. **[Reso 21-060]**

D. Human Services Agency:

1. Consider approving an Agreement with the InTelegy Corporation to provide Workload Management Tool software. **[Agmt 21-118]**

E. Public Health Department:

1.
 - a. Consider approving an Agreement with the California Department of Public Health for the California Home Visiting Program; and
 - b. Authorize the Director or Assistant Director of Public Health to sign all of the prospective payment invoices related to the program; and
 - c. Adopt the budget change. **(4/5 vote required) [Agmt 21-119]**
2. Consider authorizing the Assistant Director of Public Health to sign the Acceptance of Award for the Real-Time Allotment of Tuberculosis Control Program, the required certifications and all subsequent documentation thereunder to support Tuberculosis prevention and control activities.

F. Public Works Department:

1. Consider approving the Deferred Improvement Agreement for Humberto Raya Cabrera and Maria Angelica Perez Cisneros. **[Agmt 21-120]**
2. Consider accepting the dedication for In-Lieu Parcel Map 19-10 (Venoma Kautz and Dean E. Kautz) into the County Maintained Mileage.
3.
 - a. Consider accepting the Final Map for Tract 756 Phase 5; and;
 - b. Authorize the Clerk of the Board to sign the map.

G. Administration:

1.
 - a. Consider approving an Agreement with Mojave Water Agency to transfer 5,000 acre feet from Mojave Water Agency to Westlake Farms; and
 - b. Adopt the budget change. **(4/5 vote required)**
2. Consider adopting an amendment to Resolution No. 20-079.1 setting a County-wide limit on campaign contributions for elected County offices. **[Reso 20-079.1]**
3. Consider adopting a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for 900 E Broadway, LP for the Citrus Crossing Apartments. **[Reso 21-061]**
4. Consider adopting a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Mangini Place Affordable, LP for Mangini Place Apartments. **[Reso 21-062]**

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

V.

REGULAR AGENDA ITEMS

A. County Counsel – Carrie Woolley/Diane Freeman

1. Consider directing staff to pursue one of four options regarding redistricting public outreach.

ACTION: APPROVED AS PRESENTED CHOOSING OPTION 4 (RV, DV, JN, RF, CP-Aye)

B. Fire Department – William Lynch

1. Consider approving an Agreement with the City of Avenal for fire services, retroactively effective July 1, 2021 to June 30, 2022. **[Agmt 21-121]**

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



C. Human Resources – Henie Ring

1. Consider authorizing the Human Resources Director and designated staff to sign the successor Agreements with the General and Supervisor Units with a term ending June 30, 2025.

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

D. Public Works Department – Dominic Tyburski

1.
 - a. Consider adopting a Resolution of Intent to Form a Zone of Benefit in Phase 4-3 of the Armona North Subdivision for infrastructure maintenance; and
 - b. Set a Public Hearing for October 5, 2021 at 10:00 a.m. to hear testimony regarding the formation of Zone of Benefit 4-3; and
 - c. Introduce and waive the first reading of the Ordinance to Impose a Parcel Tax for Road Improvement and Maintenance within Zone of Benefit 4-3. **[Reso 21-063]**

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

E. Administration – Edward Hill/Larry Spikes

1.
 - a. Consider adopting a Resolution urging Pacific Gas and Electric and the California Public Utilities Commission to reconsider General Rate Case filing for 2023-2026, request a rate freeze, implement rate reform measures and identify internal cost and spending control measures; and
 - b. Authorize the Chairman to sign a letter to the California Public Utilities Commission voicing concerns over General Rate Case filing for 2023-2026, request a rate freeze, implement rate reform measures and identify internal cost and spending control measures.

ACTION: THE BOARD VOTED TO TABLE THE ITEM (DV, JN, RV, RF, CP-Aye)

F. Public Health Department –Darcy Pickens/Heather Silva

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.

ADMINISTRATIVE HEARING:

A. Information Technology – John Devlin/Evan C. Jones

Conduct a Hearing and make one of the following findings:.

1. Kings View’s protest lacks merit and Behavioral Health’s recommendation to award RFP 2021-72 to Mental Health Systems, Inc. was reached in a fair and reasonable manner and, therefore, will not be overturned by this Board;
2. Kings View’s protest has merit and this Board finds that all proposals received in response to RFP 2021-72 must be re-evaluated by individuals other than those involved in the initial evaluation committee; or
3. Kings View’s protest has merit and this Board finds RFP 2021-72 a failure, rejects all proposals received in response thereto, and directs Behavioral Health to issue a new RFP for Specialty Mental Health Services to Children and Youth.

SUPERVISOR PEDERSEN OPENED THE ADMINISTRATIVE HEARING, TESTIMONY WAS RECEIVED FROM: LISA LEWIS, KATIE ARNST, AMANDA NUGENT DIVINE, MICHAEL KOSAREFF, LISA ROGERS AND BEVERLY RAINE. THE BOARD TOOK THE ITEM UNDER CONSIDERATION AND WILL DELIBERATE IN CLOSED SESSION ON THE SEPTEMBER 21, 2021 MEETING AGENDA AND WILL RETURN WITH A DECISION ON THE SEPTEMBER 28, 2021 MEETING AGENDA.



VII.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Verboon stated that he participated in the Valley Voice preparation meeting with focus mostly on funding for Highway 99 and water infrastructure, attended the Greater Kings County Chamber of Commerce Salute to Agriculture event on September 10, 2021 and attended the Sheriff's Posse crab feed on September 11, 2021.

Supervisor Neves stated that he attended the Housing Authority of Kings County food distribution, COVID-19 test and vaccination event and the CalViva Health Public Policy meeting on September 1, 2021, participated in the Kings Waste & Recycling Authority interviews for private enterprise of services on September 8, 2021, participated in the the State Controllers Office Committee meeting and announced Lemoore High School football on September 10, 2021, announced at Lemoore Raceway on September 11, 2021 and participated in the Kings Federal Credit Union audit meeting on September 13, 2021.

Supervisor Pedersen stated that the presented proclamations at the Greater Kings County Chamber of Commerce Salute to Agriculture event on September 10, 2021.

- ◆ Board Correspondence: **None**
- ◆ Upcoming Events: **Edward Hill stated Hanford Planning Commission notice of public hearing regarding Hanford Island Annexations and Rezoning for their meeting on September 14, 2021 at 5:30 p.m. in the Counsel Chambers of the Civic Auditorium, Groundbreaking Ceremony for Senate Bill 81 round 2. Juvenile Facility & Day Reporting Center on September 15, 2021 at 1:30 p.m., Public Safety Luncheon on September 24, 2021 at the Hanford Civic Center at 11:00 a.m., American Legion Post 100 Lemoore & the City of Lemoore presents Gold Star and Fallen Hero Families Memorial Tree Ceremony at Lemoore Veterans Park on September 26, 2021 at 2:00 p.m. and the Links for Life Pink Passion Picnic at Hanford Civic Auditorium on October 20, 2021 at 10:30 a.m.**
- ◆ Information on Future Agenda Items: **Edward Hill stated that the following items would be on a future agenda: Behavioral Health service Agreement with Plumlee's Board and Care for Adult Residential Care Services, Public Health COVID-19 update and Flu Administration Fee Waiver, Child Support Services Plan of Cooperation between Kings County Superior Court and the Department of Child Support Services.**



VIII.

CLOSED SESSION:

- ◆ **Conference with Real Property Negotiator: 2 Cases [Govt. Code Section 54956.8]**
 Property: 8748 Idaho Ave., Hanford, CA 93230
 (APN 061-270-043)
 Negotiating Parties: Edward Hill/Larry Spikes/William Lynch/Diane Freeman
- ◆ **Conference with Real Property Negotiator: 2 Cases [Govt. Code Section 54956.8]**
 Property: 1222 W. Lacey Blvd., Hanford, CA 93230
 Negotiating Parties: Edward Hill/Larry Spikes/Diane Freeman
- ◆ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)]**
- ◆ **Significant Exposure to Litigation: 2 Cases [Govt. Code Section 54956.9 (d)(2)(e)(3)]**
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: County Counsel
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: Director of Finance
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
 Negotiators: Edward Hill, Larry Spikes, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - General –CLOCEA
 - Supervisors – CLOCEA
 - Blue Collar –SEIU
 - Probation Officer’s Association
 - Firefighter’s Association
 - Detention’s Deputy Association
 - Prosecutor’s Association
 - Deputy Sheriff’s Association
 - Unrepresented Management

IX.

ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday September 21, 2021 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

September 21	9:00 AM	Regular Meeting
September 28	9:00 AM	Regular Meeting
October 5	9:00 AM	Regular Meeting
October 12	9:00 AM	Regular Meeting
October 19	9:00 AM	Regular Meeting

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

Venturella, Catherine

From: Jullie Calkins <jcalkins@kingsview.org>
Sent: Monday, September 13, 2021 10:21 AM
To: BOS Questions
Subject: Support for Kings View

Good morning. My name is Jullie Calkins.

I have been a part of the Kings View team for one year.

I am writing to support Kings View regarding the appeal for the Specialty Mental Health Services Children's Services RFP. Kings View has a long-standing community partnership with Kings County for over 58 years.

I ask that you put Kings County children first and not subject them to a disruption in essential care

*Kind regards,
Jullie*

Jullie Calkins
she, her, hers
<https://www.mypronouns.org/>
Recovery & Activities Coordinator
Sunrise Mountain Wellness Center
1300 Hilltop Dr, Suite B
Redding, CA 96003
Cell: (530) 440-1874
www.kingsview.org



DISCLAIMER STATEMENT

The information contained in this message may have CONFIDENTIAL PATIENT INFORMATION and is protected by the California Welfare and Institutions Code, Section 5328. This message is also privileged and confidential information intended for the recipient or the employee or the agent responsible for delivering this information to the intended recipient. You are hereby notified that any disclosure or taking of any action in reliance on the content of this information is strictly prohibited. If you have received this message in error, please notify us immediately by telephone or email and destroy all copies of the original message.

Venturella, Catherine

From: Amanda N. Divine <anugentdivine@kingsview.org>
Sent: Monday, September 13, 2021 12:20 PM
To: BOS Questions
Cc: Tal Eslick
Subject: sent on behalf of CF (a Kings county resident)

Cindy Fagundes
111 W Fargo ave
Hanford, CA 93230

9-8-2021

Date

To Whom it may concern:

I have been advised Kings View will no longer be a service provider for children's counseling services, due to the contract being awarded to another agency. I am writing this in support of Kings View appeals process. This is very concerning for myself as the guardian of 5 nieces and nephews who I have custody of. I have utilized Kings View counselors for my nieces and nephews off and on for 11 years.

Currently, I have 2 children actively in counseling with Kings view counselors and feel it will be detrimental to their mental health to transition them to a different therapist. One who suffers from major depressive disorder, PTSD and separation anxiety. She is very guarded and shuts down emotionally. However, she has established a rapport with her current therapist and has been able to break through some barriers with her. I am very concerned this will not be the case if of when she is assigned to someone else. She needs the stability and security of having her current therapist. She has been through terrible trauma and for me this is adding more stress to their already fragile mental state.

Also, my nephew 6 years old is having a very difficult time and is currently in counseling with Claudia. He also suffers from PTSD, separation anxiety and ADHD. Both children are in TBS services. He is very withdrawn and has trouble talking about what is bothering him. Again, the impact of changing his mental health counselor would be detrimental, setting him back yet again.

In conclusion, please consider the impact this is going to have on all the children in services, and even those that have graduated (1 of mine included) that have that security of knowing if they need they can go back and possibly be reassigned to their previous therapist if needed. It has been my experience with my 5 nieces and nephews that is key part of their sound mental health.

Sincerely,

Cindy Fagundes

August 13, 2021

Dear Alice,

It was nice speaking with you today. Kings View Behavioral Health Services and Adventist Health St. Helena and Adventist Health Vallejo have worked together for many years. Our staff at both campuses remark on the valuable and professional services that you offer for behavioral health patients.

All communities have faced increased mental health challenges especially related to Covid 19. According to the CDC, symptoms of anxiety disorders and depressive disorders increased considerably in 2020 compared to 2019. At Adventist Health, we are also seeing increased levels of adverse mental health conditions, substance abuse, and suicidal ideation. We are so grateful to Kings View for assisting with discharge planning. Your services are vital in assuring patients returning to your communities are safe and receiving ongoing treatment.

Sincerely,

Jack Lungu
Administrative Director Behavioral Health
Adventist Health St Helena
Adventist Health Vallejo

June 6th, 2021

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

To whom it may concern:

This is a letter of support for Kings View's Children's Services based in Hanford California.

As a long time, resident of Kings County, I can attest to the important services Kings View has offered to the community over the last fifty plus years.

Having an adopted daughter, I am aware of the needs of children who face challenges and the importance of allowing them to keep the same counselor who has helped them. Given COVID-19 the stress to children is enormous and the increase in need for Kings View's services has never been more important.

I hope that the County recognizes the work produced by Kings View and renew' s its contract which has served the County well for nearly six decades.

There are many residents of Kings County who are employed by Kings View and it would be a same to have these families without a job.

Think of the community and our needs. Keep Kings View and their dedicated and talented staff who serve us well.

Regards,

Tim Harper

(559) 356-0888

June 8, 2021

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

To whom it may concern:

I was asked to write a letter regarding Kings View¹ and the important services they offer to our local communities within the Central Valley. I did not know the value of their services and what they offered until a crisis affected my family (my sister, her husband and their teenage son). I have been given permission to share their story but not to use their real names.

To give you some background, I was raised in Hanford, attended Hanford High School and met Beverly Raine thru friends of my family way back in 1982. Beverly and I became very good friends, so good that she rode my dad's horses' all the times, we attended College of the Sequoias together, had fun in Shaver and Huntington Lakes and have remained friends ever since.

Here is my story. Approximately a year and a half ago, my sister and her husband (I'll call her Susan and her husband Rich) were facing serious issues with their eldest son who I will call Zack. Zack who suffers from multiple disabilities such as Obsessive-Compulsive Disorder (OCD), Attention Deficit Hyperactivity Disorder (ADHD), which these two disorders fight against each other, nonverbal learning disorder, epilepsy earlier in his life and the possibility of being high level autistic. Because of these factors, Zack social skills are not the best and because of that, those he went to high school with looked at him differently and soon became their target to be bullied. In the beginning it started with a small group and then other groups joined in making it more intense. When Zack came round them, they would respond to him by saying "F... off!", "Get away from me!", "You are stupid!", "Go kill yourself!", stare at him until they made him feel uncomfortable. He would then leave. At lunch they would turn their backs on him, make more snide remarks etc. They harassed him to the point where Zack almost reached his end point. On top of that he was afraid to tell anyone at school in fear of retaliation and as a result the harassment continued.

As one would guess, this treatment affected him in a profound way. The effects were; he would come home at 3:00 p.m. and go straight to his room and stay there for hours at a time. He would not talk to anyone. Susan, his mom, would check in on him, he would then get mad at her and tell her that he wanted to be left alone. One time he stayed in his room until 8:00 p.m. trying to process what had happened that day. Zack begged not to go to school on certain days. He would have anxiety attacks, he couldn't sleep, his grades went down, he became depressed, he would cry, and he didn't want to live. He also stopped eating, lost weight, gave up on trying to be social, and lost his confidence. He also lost the opportunity to just be a teenager, experience happy times that would serve as good memories for him. Instead, he has memories of severe harassment, exclusion, and isolation which unfortunately these memories will stay with him forever.

What Zack was going thru not only affected him but his parents as well. Susan and Rich were in constant stress and worry. They did not know what to do. They were in a state of hopelessness because of the following:

1. When Susan and Rich initially complained to the high school, the high school only informed them of what the protocol was.
2. They didn't tell them what they could do. They weren't aware of their rights.
3. They were not made aware that Zack had legal rights due to his disabilities.
4. They felt they were kept in the dark and were forced to fend for themselves when trying to solve their son's issue at the high school.
5. They became overwhelmed at what they didn't know, and time was a factor finding answers and solutions.
6. They also felt manipulated by the school's system, feeling misled, because they felt the school/district were protecting themselves from possible future lawsuits.
7. The school would not label Zack's treatment from students as bullying on their records.
8. When Susan and Rich requested a transfer for him to a different high school they were denied twice. The first reason was the high school wanted to teach Zack skills in dealing with bullying so when transferred at a later date, it would be a successful transfer. (That does not make sense!) The second request was denied for unknown reasons but the request was accompanied by a doctor's note from Zack's pediatrician. His doctor knew all the issues, and was concerned for his wellbeing.

The steps that were taken to alleviate their son's issues had gone into the fourth month with no resolution in sight. Susan felt hopeless, frustrated, and mad. It started to affect her health. Approximately five months later, she had to have emergency surgery and she feels stress was the main factor that brought on her medical issue.

When Susan would tell me what was going, it killed me. I was frustrated in how much time has passed with no resolve and thought there has to be a way to get help fast and solve this issue. Because bullying and the effects of it have been brought out in the open for last 20 plus years, one would think our society/communities and school systems would have figured out what to do and overcome these issues. It is obvious that it is not the case. I was concerned for not only Zack, but for my sister, her husband, my mother and others. When my mother would hear what was going on, you can see the hurt going thru her. She is the recipient of two open heart surgeries within the last three years, she does not handle stress well at all.

I was desperate to find answers. I knew Beverly worked in mental health but what I knew she was responsible for marketing. I did not know that Kings View had services that addressed children's/adolescence's issues like bullying, parents and student rights etc. I called Beverly on a Sunday, she was kind enough to invite us over to her house and listen to my sister's story. When she heard what has been going on, she offered supportive services (from Kings View) and advised my sister that students with disabilities have legal rights and so do the parents. She further explained how they can help. Beverly gave us so much hope, light and direction at a time when there was darkness and no direction. My sister, prior to talking to Beverly, was depressed, overwhelmed and could not take much more. After the visit, Susan and I drove to Hanford and told our mom what was discussed and it brought some relief.

Kings View has tremendous value to a community. The need is great and what is happening today with all the issues such as COVID etc., it intensifies what problems one may already have. Parents don't know the answers, many times they are not given the answers when seeking them, and as a result tragedy can happen. Becoming aware of resources in one's community can make a huge difference and can save a

soul, a family and those close to them. I have learned first hand, no one, no matter what one's background is like, can predict if they or one of their family members will experience a mental health crisis. It happens to so many and for those who are closest to someone experiencing a crisis, one has to react quickly and find the answers so the end result(s) do not end in a grueling existence or become a tragedy. Please support Kings View's Children's services. THEY ARE NEEDED in every community.

I do want to end this letter by letting you know where Zack is now at. A few days after talking with Beverly, Zack's high school agreed to transfer him to a different high school. As a result, Zack entered into a healthier environment and is much happier. He talks to his parents and family, he is eating, smiling, laughing, and sleeping so much better. He doesn't lock himself in his room. His grades are back up to A's and B's, he got onto the honor roll for the first-time for the spring 2020 semester. His anxiety has been cut in half; his social skills have gotten better but is still guarded. His parents can now relax and not worry as much

If the district did not respond when they did, Susan would have initiated the services with Kings View immediately. She would have utilized the services to help Zack emotionally but also to help her with dealing with the school system. It is a fight that is frustrating, it should be easier for parents to find out what to do, not be tossed around and left in the dark. Whether a family lives in Kings County, Fresno County etc., every community needs these services and support. It is too important to ignore.

Sincerely,

Mary Beth Wynn



August 18, 2021

Community Behavioral Health Center
7171 N. Cedar Ave.
Fresno, CA 93720

To Whom It May Concern,

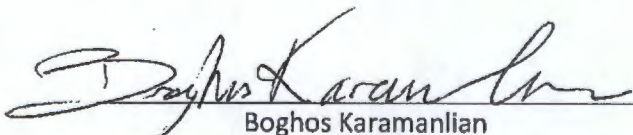
Community Behavioral Health Center is a 73 bed psychiatric hospital holding contracts with various surrounding counties to provide acute emergency psychiatric care. Case management communication with the counties is essential for patients to have a smooth transition to outpatient services. It is a highly held belief that there is a correlation between a patient's successful recovery and having timely aftercare follow up with outpatient services. Kings View services for Kings County has been exceptionally proficient in coordinating care for Kings County patients with our hospital. It is a privilege to work with Kings View.

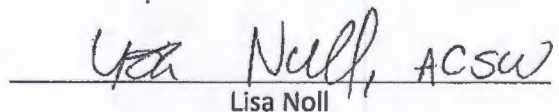
Kings View's case management illustrates a genuine concern for their patients/clients. Kings View contacts us within 24 hours of an admission to provide collateral information as available. This helps us to understand the needs of the patient and what treatment has already been provided. We are able to focus our care based on the information provided. We periodically will talk with them throughout a patient's stay to discuss a patient's progress and aftercare needs. This may include involving patient family members as appropriate. As we approach discharge, Kings View ensures the County patients have a timely aftercare appointment. In some cases, Kings View will assist with addressing housing needs and transportation.

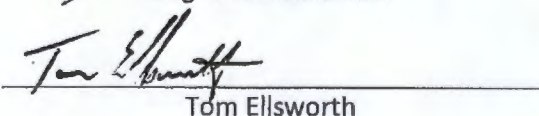
Kings View is always timely with answering phone calls or returning phone calls. They have answers to most questions. When necessary, they will investigate an answer to a question and get back to us timely. They are well aware of the fast pace and needs for patients who are in an acute care hospital and consistently rise to the occasion.

We are honored to work with such a highly efficient and effective team as Kings View's case management team, and hope to work with them for years to come.

Sincerely,


Boghos Karamanlian


Lisa Noll


Tom Ellsworth

Badasci, Diane

From: Kathy Guinn <kguinn@kingsview.org>
Sent: Monday, September 13, 2021 4:44 PM
To: BOS Questions
Subject: BOS Meeting 9-14-21

Good afternoon,

My name is Kathy Guinn, a member of the Kings View team for almost 12 years in Mental Health programs.

Before that I was part of the MHSA team for Tulare County that had oversight for agreements and contracts for the MHSA program, including children's services.

Kings View was one of the agencies that were reviewed and researched and our team found them to be innovative, dynamic and truly caring with an impeccable reputation. Tulare County HHSA was proud to award Kings View South One Stop (TAY and youth) and Mobile Programs (all ages) the mental health contracts for specialty services. Kings View provides services to this day to Tulare County residents.

Kings View also went on to be awarded the PATH program and the Warm Line (which has now expanded to Kings Co).

I am here to show my support for this wonderful agency that I am grateful to be a part of with regard to the appeal for the Specialty Mental Health Services, Children's Services RFP.

I implore you to put Kings County children first and not endanger their treatment with possible harmful disruption in essential care. Also remember the 58 year relationship with Kings View providing vital services to Kings County residents.

Kathy Guinn, Program Development Manager
Kings View Managed Care
Porterville, Ca. 93257
(559) 216-0483
kguinn@kingsview.org

“Some of our finest work comes through service to others”
Gordon B. Hinckley

DISCLAIMER STATEMENT

The information contained in this message may have CONFIDENTIAL PATIENT INFORMATION and is protected by the California Welfare and Institutions Code, Section 5328. This message is also privileged and confidential information intended for the recipient or the employee or the agent responsible for delivering this information to the intended recipient. You are hereby notified that any disclosure or taking of any action in reliance on the content of this information is strictly prohibited. If you have received this message in error, please notify us immediately by telephone or email and destroy all copies of the original message.

Badasci, Diane

From: Bill Dollar <bdollar@kingsview.org>
Sent: Monday, September 13, 2021 4:24 PM
To: BOS Questions
Cc: Amanda N. Divine
Subject: Specialty Mental Health Services Children's Services RFP

Good morning. My name is Bill Dollar. I have been a part of the Kings View team for 25 years.

I am here to support Kings View regarding the appeal for the Specialty Mental Health Services Children's Services RFP. Kings View has a long-standing community partnership with Kings County for over 58 years.

I ask that you put Kings County children first and not subject them to a disruption in essential care.

Respectfully,

Bill Dollar
Chief Information Officer
Kings View
7170 N. Financial Drive, Suite 110
Fresno, CA 93720
b. (559) 256-7625
m. (559) 317-7487
www.kingsview.org

The information contained in this message may have CONFIDENTIAL PATIENT INFORMATION and is protected by the California Welfare and Institutions Code, Section 5328. This message is also privileged and confidential information intended for the recipient or the employee or the agent responsible for delivering this information to the intended recipient. You are hereby notified that any disclosure or taking of any action in reliance on the content of this information is strictly prohibited. If you have received this message in error, please notify us immediately (559-256-0100) by telephone or email and destroy all copies of the original message

Badasci, Diane

From: Mayra Alvarez <malvarez@kingsview.org>
Sent: Monday, September 13, 2021 4:21 PM
To: BOS Questions
Subject: Public Comment for Board Meeting Tomorrow Morning

Good afternoon. My name is Mayra Alvarez.

I have been a part of the Kings View team for 11 years and I am proud of the work all my colleagues perform. WE all stand true to the mission of Kings View, "To provide community behavioral health and social services to those with limited resources, in the spirit of Christ's example of love, compassion, and respect for all persons." I feel that our team in Kings County has worked hard to fulfill this mission and it would be unfortunate to see their services interrupted to their clients and the staff employment jeopardized if this decision is approved.

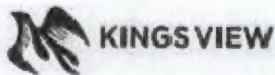
I am here to support Kings View regarding the appeal for the Specialty Mental Health Services Children's Services RFP. Kings View has a long-standing community partnership with Kings County for over 58 years.

I ask that you put Kings County children first and not subject them to a disruption in essential care.

Thank you,

Mayra Alvarez

Mayra Alvarez
Mental Health Specialist
Youth Empowerment Program
Skills4Success
126 N. D Street
Madera, CA 93638
Office: (559) 673-0167
Cell Phone: (559) 470-7119
Fax: (559) 216-0235
malvarez@kingsview.org



Mission Statement: *To provide community behavioral health and social services to those with limited resources, in the spirit of Christ's example of love, compassion, and respect for all persons.*

Badasci, Diane

From: lisa zepeda <tiredlz@yahoo.com>
Sent: Tuesday, September 14, 2021 7:52 AM
To: BOS Questions
Subject: 9/14/2021 Agenda Board Item related to Kings View

Hi,

My name is Lisa Zepeda and I am a Kings County resident. I have lived here most of my life and returned here after college to serve the people in my community. I am also an employee of Kings View for the past 10 years serving consumers in our County who have mental health needs. I am not able to attend the board meeting this morning due to a training related to my role as a Clinician, but wanted to send this email in support of the agenda item related to the RFP process recently related to our Children's Services Department. As a member of this community I have been proud to share where I work and not so much for the namesake, but more of the opportunity to work alongside hardworking and passionate peers on a daily basis. I was saddened to hear about the selection of our contract not being renewed after working so tirelessly through a pandemic and significant budget cuts, especially the timing. I would ask for your consideration to just review the recent selection process as well as the many years our organization has served our community.

Respectfully submitted,

Lisa Zepeda
Kings County Resident-Hanford

Badasci, Diane

From: Christina Falosk <cfalosk@kingsview.org>
Sent: Monday, September 13, 2021 4:35 PM
To: BOS Questions
Subject: Specialty Mental Health Services

Good morning. My name is Christina Falosk

I have been a part of the Kings View team for 1 year.

I am here to support Kings View regarding the appeal for the Specialty Mental Health Services Children's Services RFP. Kings View has a long-standing community partnership with Kings County for over 58 years.

I ask that you put Kings County children first and not subject them to a disruption in essential care.

Kind Regards,

Christina Falosk
Christina Falosk

Sent from Mail for Windows

Agreements Reached During The Pandemic

County	Ratified	Wage rate	Benefits	Expiration Date	Note
Yuba	10/29/2019	\$14.65	.45	12/31/2022	
Mendocino	11/15/2019	\$15.00		12/31/2022	
San Bernardino	12/10/2019	\$14.50	\$0.32	1/31/2023	
Fresno	1/15/2020	\$14.60	\$0.85	12/31/2022	
San Joaquin	3/24/2020	\$14.50	\$0.70	3/31/2023	
Contra Costa	5/8/2020	\$15.00	\$1.31	6/30/2022	
Napa	5/13/2020	\$15.45	\$0.40	6/30/2023	
Sonoma	9/15/2020	\$15.00	\$0.85	9/30/2023	\$15.35 on 7/1
Inyo	9/29/2020	\$14.50	Reopener	9/30/2023	\$14.75 on 7/1
Yolo	9/29/2020	\$14.75	\$0.60	9/30/2023	
Marin	11/30/2020	\$15.40	\$0.82	12/31/2021	
San Mateo	12/17/2020	\$15.25	\$1.00	12/31/2023	\$16.70 on 4/1

FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cites	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. **Supporting the public health response**

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
 - ✓ Vaccination programs
 - ✓ Medical expenses
 - ✓ Testing
 - ✓ Contact tracing
 - ✓ Isolation or quarantine
 - ✓ PPE purchases
 - ✓ Support for vulnerable populations to access medical or public health services
 - ✓ Public health surveillance (e.g., monitoring for variants)
 - ✓ Enforcement of public health orders
 - ✓ Public communication efforts
 - ✓ Enhancement of healthcare capacity, including alternative care facilities
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
 - ✓ Enhancement of public health data systems
 - ✓ Capital investments in public facilities to meet pandemic operational needs
 - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
 - ✓ Mental health treatment
 - ✓ Substance misuse treatment
 - ✓ Other behavioral health services
 - ✓ Hotlines or warmlines
 - ✓ Crisis intervention
 - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

2. Addressing the negative economic impacts caused by the public health emergency

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

3. Serving the hardest-hit communities and families

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

4. Replacing lost public sector revenue

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- ✓ Staff at nursing homes, hospitals, and home-care settings
- ✓ Workers at farms, food production facilities, grocery stores, and restaurants
- ✓ Janitors and sanitation workers
- ✓ Public health and safety staff
- ✓ Truck drivers, transit staff, and warehouse workers
- ✓ Childcare workers, educators, and school staff
- ✓ Social service and human services staff

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

6. Investing in water and sewer infrastructure

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

7. Investing in broadband infrastructure

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 21, 2021

SUBMITTED BY: Behavioral Health – Lisa Lewis/UnChong Parry

SUBJECT: SERVICE AGREEMENT WITH PLUMLEE’S BOARD AND CARE FOR ADULT RESIDENTIAL CARE SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of an agreement with Plumlee’s Board and Care (Plumlee’s) for residential board and care services for adults and older adults with severe and persistent mental health conditions.

Recommendation:

Approve the agreement with Plumlee’s Board and Care for residential board and care services, retroactively effective from July 1, 2020 to June 30, 2023.

Fiscal Impact:

There will be no impact to the County General Fund. The per bed rate for 2020/2021 is \$118 per day, 2021/2022 is \$121 per day, and 2022/2023 is \$127 per day. Expenses under this agreement and sufficient revenue for expenses were included in the Department’s Fiscal Year (FY) 2020/2021 and FY 2021/2022 Adopted Budgets in Budget Unit 420000 (Mental Health).

BACKGROUND:

Plumlee’s is a 15-bed residential facility located in Visalia, California that provides services for adults with severe and persistent mental health conditions. Plumlee’s provides licensed adult and residential care for Kings County residents. Plumlee’s provides the highest level of care provided in an adult residential care facility in an effort to help clients thrive in a local community residential setting and to avoid deterioration and placement in a higher level of care placement such as a Mental Health Rehabilitation Center or Institute for Mental Disease.

(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 PLUMLEE'S BOARD AND CARE FOR ADULT RESIDENTIAL CARE SERVICES

September 21, 2021

Page 2 of 2

Plumlee's provides services to the residents 24-hours a day, seven days a week. Plumlee's works collaboratively with KCBH as well as other County contracted mental health providers to ensure the residents are receiving the proper level of mental health services.

Programs provided at Plumlee's are aimed to prevent mental health crises, stabilize and maintain the mental health condition and aid the resident with daily living skills, personal care assistance, socialization and information and referrals to other services or less restrictive living solutions. A minimum of four hours of structured daily activities will be provided to help maintain or improve clients' ability to transition to a lower level of care, such as independent community living. Daily activities would include living skills enhancement activities, recreation and leisure skills, social skills enhancement, life experiences, crafts and hobbies, and general daily activities. Some of these activities may include but are not limited to meal planning, budgeting and money management, medication education, assistance in developing personal care and grooming habits, teaching basic reading, writing, math, and learning about current events, stress management and goal setting, daily walks and games, letter writing, journaling, planning group activities, and many others.

The contractor will also provide augmented services that deal with transitional services, re-entry services for the client to function in home settings, assess safety of the client, integrate the cultural needs of the client, develop skills for medication management, increase family and support person participation, a needs assessment and service plan development. The agreement outlines the referral plan process from the County to the contractor. The department has and will continue to provide the oversight of the program and expenses to comply with Federal, State, and County contract guidelines.

This 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 Plumlee’s Board and Care, a California corporation (“Contractor”), (collectively the “Parties”).

R E C I T A L S

WHEREAS, County requires housing capacity in an adult residential facility, For Kings County adult mental health consumers who require placement in specialized board and care facilities; and

WHEREAS, Contractor operates a facility that meets the County’s requirement and is willing, able, and qualified to provide the County with the services it requires.

NOW, THEREFORE, the Parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

Compensation for services provided under this Agreement will be provided as set for in **Exhibit B**.

The Director of Kings County Behavioral Health, or their designee, may approve of a modification, without approval by the Board of Supervisors if a line item(s) requires an adjustment that either adds or subtracts the line item amount by an amount that is no more than ten percent (10%) of the amount set forth in **Exhibit B**, on the condition the total amount of compensation remains unchanged within the fiscal year and the modification is in writing

Contractor shall not be entitled and will not receive any additional consideration, compensation, or other remuneration for services rendered under this Agreement that exceed *the total amounts for each fiscal year* as set forth in **Exhibit B** without a properly executed amendment to this Agreement in accordance with Section 6, below.

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

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

4. TERM

This Agreement commences on July 1, 2020, and terminates on June 30, 2023, unless it is otherwise terminated or extended in accordance with its terms. The Parties understand and acknowledge this Agreement has retroactive application to cover services from July 1, 2020. County shall have the option to extend this Agreement for one (1) additional year on the same terms and conditions.

5. RECORDS AND INSPECTIONS

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

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by

Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

7. TERMINATION

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

A. Without Cause. Either party may terminate this Agreement without cause by giving the other party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

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

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

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

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

2) Breach Not Subject to Cure. If the non-defaulting party deems the

breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Default to the defaulting party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

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

D. Forbearance not Waiver of Breach or Default. In no event shall any act of forbearance by either party of previous acts by the other party that constitute a breach or default of the party's obligations under this Agreement shall not act as a waiver of the Parties' right to assert a breach or default of this Agreement has occurred, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right to obtain indemnification from Contractor or any third parties, prior to the commencement of work or execution of this Agreement, Contractor shall purchase and maintain the following types of insurance for the minimum limits indicated below throughout the term of this Agreement. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide proof of insurance coverage is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

B. Endorsement of Policies. Contractor shall cause each policy outlined below to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

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

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

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

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

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

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

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

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

9. INDEMNIFICATION

A. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Contractor and County in the performance of professional services under this Agreement. Contractor shall

not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

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

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

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

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

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

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

Contractor shall execute and comply with the Assurances and Certifications attached as **Exhibit D**.

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

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

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

././

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

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

Contractor
Plumlee's Board and Care
2030 N. Bridge Street
Visalia, CA 93291

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

20. CHOICE OF LAW

The Parties have executed and delivered this Agreement in the County of Kings,

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

21. SEVERABILITY

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

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, and Section 12 Confidentiality.

23. NO THIRD PARTY BENEFICIARIES

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

24. ADA COMPLIANCE

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

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

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

This Agreement, including its Recitals and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the Parties and there are no inducements, promises, terms, conditions or obligations made or

entered into by County or Contractor other than those contained herein.

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

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

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 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. 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.

28. 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 executed agreement.

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

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

COUNTY OF KINGS

PLUMLEE'S BOARD AND CARE

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

By: Mike Wood
FB8ADDF7FA2F43C90E4F479CBE9AAEB4 readysign
Mike Wood

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By: Sande Huddleston
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Lee Burdick, County Counsel

By: Lindy Crose Kliever 06/22/2021
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Fees

Exhibit C: HIPPA/BBA

Exhibit D: Assurances & Certifications

Exhibit E: Kings County ADA Grievance Procedures

Exhibit A

PLUMLEE'S BOARD AND CARE SCOPE OF SERVICES FISCAL YEARS 2020/2021 and 2022/2023

A. Description of Service

Contractor shall provide licensed adult residential care for Kings County residents who require a level of care offered by Contractor. Contractor is a licensed adult residential facility operating as an augmented board and care facility ("Augmented Board and Care"). Augmented Board and Care is aimed at providing services at the highest level of care provided in an adult residential facility in an effort to sustain clients in a local community-based residential setting to avoid deterioration and placement in a higher level of care placement such as a Mental Health Rehabilitation Center ("MHRC") or an Institute for Mental Disease ("IMD").

Contractor facility is a twenty-four (24) hours per day, seven (7) days per week, fifteen (15) bed adult residential facility, located at 2030 and 2032 N. Bridge, Visalia, California 93291. Contractor serves adults with severe and persistent mental health conditions. It is licensed by the Community Care Licensing Division of the California Department of Social Services under the California Code of Regulations, Title 22, Division 6 ("CCLD").

Contractor shall maintain all appropriate licenses and certificates required by all local, state and or federal laws, rules, and regulations for the operation of facilities and for the provision of services under Title 22 Chapter 6 for facilities.

Contractor shall provide client with supervision twenty-four (24) hours per day, seven (7) days per week ("24/7").

Contractor shall design programs to prevent mental health crises, stabilize and maintain the mental health conditions and aid the residents with daily living skills, personal care assistance, socialization, information and referrals to other services and less restrictive living situations. Contractor shall maintain adequate staffing to provide 24/7 client supervision and a minimum of four (4) hours of structured daily activities to help maintain or improve clients' ability to transition to a lower level of care (independent community living). Contractor shall administer programs appropriate for each client through collaborative goalsetting between Contractor and client. Contractors shall structure daily activities to include, but not be limited to:

- Living Skills Enhancement
 - Meal planning/Grocery Shopping and Meal Preparation
 - Money Management/Budgeting

Exhibit A

- Medication Education
- Assistance in sewing, laundry, ironing, haircuts, nails
- Learning about and using public transportation
- Teaching basic reading, writing and math
- Review of daily news events
- Stress management techniques
- Goal setting
- Anger management techniques
- Weight reduction classes
- Visits to the local library
- Developing a garden, care of plants
- Clothes shopping
- Yard/garden maintenance
- Accompany resident to emergency medical appointments
- Authorized one and one monitoring in crisis situation

- Recreation and Leisure Skills
 - Table games involving two or more residents
 - Daily exercise
 - Daily walks
 - Basketball, volleyball, softball games
 - Arts & Crafts

- Social Skills Enhancement
 - Group meetings to plan group activities
 - Resident meeting to resolve issues, evaluate past activities, suggest new activities
 - Barbeques
 - Planned activities with residents and their families
 - Table games

Exhibit A

- Restaurant meals
- Letter writing
- Music sharing group
- Journaling group
- Group discussions regarding public TV programs
- Orientation meeting by staff for new residents

- Life Experiences
 - Planning and participating in group activities i.e.: trips, local concerts, movies, fairs, local ball games, yard sales
 - Selection of weekly video
 - Regular church attendance
 - Hair and nail appointments

- Crafts & Hobbies
 - Craft projects
 - Room decoration planning
 - Painting and drawing

- General Daily Activities
 - Daily grooming
 - Daily making of bed and bedroom cleanup
 - Bathing
 - Taking daily medications as prescribed
 - Providing transportation to routine appointments

In addition to the services required under an adult residential facility license by the CCLD; Contractor shall provide the following services, to include, but not limited to:

- Services that appropriately warmly transition the client who is recently discharged from long-term institutionalization (Institutes for Mental Disease , State Hospital System, MHRC, etc.) to successfully reside and participate in a Board & Care setting.

Exhibit A

- Intensive re-entry services the client may need to function in a home setting, which may include one-on-one services.
- Services that assure the safety of clients who may wander, become disoriented, etc., and need to be managed more intently on a daily basis.
- Services that increase the client's ability to improve his/her medication management.
- Services that increase the client's ability to participate meaningfully in his/her community i.e., religious services, interest groups, etc.
- Services that integrate the client's culture in activities of daily living: Food, music, activities, etc.
- Services that increase family and support person(s) participation.
- Needs Assessment /Service Plan development with Client's County Mental Health Treatment Team or provider that reflects the need for augmented services.
- Engage clients in anger management and conflict resolution services when needed;
- Services designed to provide daily ongoing interaction between the client and Contractor staff.

Contractor shall assist client with medications, and transportation to all medical, dental, vision, and behavioral health appointments and related services.

B. Eligibility and Admission

In accordance with and pursuant to the terms and conditions of this Agreement, Contractor agrees to provide licensed adult residential facility services as described in Title 22, Division 6 of the California Code of Regulations at Contractor's to assist County in meeting the needs of their target population clients, referred by County, who require this level of care.

County or designee shall refer individuals whom County considers to be in need of services under this agreement to Contractor.

County agrees to provide Contractor with diagnostic information on individuals referred for admission to the Contractor.

Individuals targeted for referral hereunder are those who are:

- Adults 18 years of age and older who are client's of the County's mental health programs;

Exhibit A

- In need of 24/7 supervision and support at the level appropriately provided through a licensed adult residential facility (Board & Care); and
- Individuals who meet Contractor admission criteria and County anticipates would benefit from placement in Contractor's facility on a transitional care basis.

Contractor shall have an admission agreement in compliance with 22 CCR § 80068, signed by the client or authorized representative, describing the services to be provided and the expectations and rights of the client regarding program rules, client empowerment and involvement in the program, and fees. The client shall receive a copy of the signed admission agreement.

Contractor shall conduct an initial written Needs and Services Plan that identifies the specific needs of an individual client, including those items specified in 22 CCR § 80068.2 and 85068.2, and delineates those services necessary to meet the client's identified needs. Within the Needs and Services Plan, Contractor shall assessed for and identify:

- The client's desires and background, obtained from the client's family or his/her authorized representative, if any, and licensed professional, where appropriate, regarding the following:
 - Entrance to the facility
 - Specific service needs, if any
 - The written medical assessment specified in 22 CCR § 80069
 - Mental and emotional functioning
 - The written mental health intake assessment, if any, specified in 22 CCR § 85069.3
 - The written functional capabilities assessment specified in 22 CCR § 80069.2
- Facility plans for providing services to meet the individual needs identified above
- If the client has a restricted health condition specified in Section 80092, the Needs and Services Plan must include the Restricted Health Condition Care Plan specified in 22 CCR § 80092.2.

Contractor shall involve the following persons in the development of the Needs and Services Plan:

- The client, or his/her authorized representative
- Any relative participating in the placement

Exhibit A

- County or the placement/referral agency
- Client's County mental health treatment team or provider
- The person responsible for facility admissions

Contractor shall obtain the medical assessment, performed as specified in 22 CCR § 80069.

Contractor shall update the written Needs and Services Plan as frequently as necessary, and in accordance with 22 CCR § 85068.3, to ensure its accuracy, and to document significant occurrences that result in changes in the client's physical, mental and/or social functioning.

Contractor may admit or retain persons who are 60 years of age or older whose needs are compatible with those of other clients if they require the same level of care and supervision as the other clients in the facility and the licensee is able to meet their needs. However, for client's 60 years of age or older, Contractor shall follow requirements in 22 CCR § 85068.4 specific to the admit or retention of resident's of an adult residential facility who are 60 years of age or older

Notification shall be given to County by Contractor if patient requires emergency hospitalization or is the subject of or committed any unusual incident/sentinel event.

County shall not be responsible for cost of any services, which are not made pursuant to a County-referred client through the eligibility and admission criteria set forth in this paragraph, and for any services rendered outside the scope of this agreement.

Any dispute arising on admission of an individual client shall be resolved between the County Director of Behavioral Health and the Administrator of Contractor, or their respective designees, and with the safety of all clients taken into consideration.

C. Staffing and Training

Contractor shall provide sufficient staffing levels and client ratios in compliance with state and federal laws and regulations during the provision of services under this Agreement.

Contractor warrants that all staff, including their subcontractors, who perform services under this Agreement, shall be fully licensed and qualified to perform such services, shall be competent in the performance of such services, and shall perform such services according to acceptable professional standards of the applicable professional community.

Exhibit A

Contractor will maintain active in-service and other training programs as stipulated in their facility/program licensing standards, other appropriate regulations, and as otherwise required.

D. Client Monitoring

County and Contractor recognize that in order to maintain close coordination of services that frequent, in person contacts between the assigned County staff or designee and Contractor's staff is vital.

The purpose of the contacts will be to:

- Assure that the treatment plan clearly addresses the reason why the client requires placement/extended placement) in Contractor's facility.
- Monitor the clients' participation to assure clients are making the fullest use of the program provided.
- Monitor the client's progress to assure that appropriate discharge plans are made and completed on a timely basis.

To facilitate close coordination of services, County agrees to:

- Provide an assigned County staff or designee to coordinate with and/or make visits to Contractor or Contractor's facility to review the client's progress, assist in the treatment planning process, and to monitor the client's participation in the program.
- Assure the County staff or designee has access to necessary County resources to facilitate the client's care and to accomplish discharge plans.
- Move clients in a timely fashion when a written discharge request is delivered.
- Regularly contact Contractor's designee to receive information on progress towards treatment goals and discharge.

(1) Contact Contractor's intake coordinator regarding any potential admission to the facility.

To facilitate close coordination of services, Contractor agrees to:

- Assure, to the extent possible, the availability of admission for County-referred clients.

Exhibit A

- Contractor (and Contractor's staff) shall appropriately, frequently, and timely correspond with County staff or designee to successfully coordinate on admissions, placed County clients, and discharge planning.
- Prepare written discharge requests that include a statement of the client's current condition, a statement of recommended level of care, a list of current medications, and a statement of the client's continuing treatment needs and deliver these to County promptly so discharge arrangements can be made in a timely fashion.

E. Reports

Contractor shall provide County, to the satisfaction of the County, performance reports of the program such as, but not limited to, census reports, Needs and Services Plan of clients, and details of activities provided and available, and shall be provided based on agreed upon time intervals between County and Contractor such as monthly census reports, etcetera.

Contractor shall prepare a revenue collection report, which shall reflect all revenue collected by Contractor from County on a monthly basis, and such report shall be forwarded to County with the monthly billings.

Contractor shall provide client data information within specified time periods including, but not limited to, client identification, admission, and discharge data.

Contractor shall, without additional compensation, make further fiscal, program evaluation and progress reports as required or requested by County or by the State Department of Health Care Services concerning Contractor's activities as they affect the contract duties and purposes herein. County shall provide and explain reporting instructions and formats, when and where applicable.

Exhibit B

Budget/Compensation PLUMLEE'S BOARD AND CARE

- A. County shall compensate Contractor as follows for each fiscal year under this Agreement for services for Kings County Behavioral Health (“KCBH”):

Fiscal Year 2020-2021

Rate per bed, per day: \$118.00

Fiscal Year 2021-2022

Rate per bed, per day: \$121.00

Fiscal Year 2022-2023

Rate per bed, per day: \$127.00

- B. Payment shall consist of County, State, and Federal funds.
- C. County agrees to pay Contractor for the services identified in **Exhibit A**.
- D. Any additional expenses or services, it is the responsibility of Contractor to request approval from KCBH prior to any services provided.
- E. Contractor shall use funds provided by County exclusively for the purposes of performing the services described in **Exhibit A** of this Agreement.
- F. Contractor shall permit authorized County, State and/or Federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed, including subcontract support activities and the premises and location where services are performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- G. Contractor shall submit monthly invoices to the Fiscal Department at KCBH, no later than fifteen (15) days after the end of the month expenditures were incurred. The invoice must be supported by a system generated report that validates services indicated on the invoice.
- H. Invoices shall be in the format approved by KCBH. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the County's payment cycle, and if the invoices are approved.
- I. Copies of professional license renewals shall be submitted to the KCBH Managed Care Department prior to the date of expiration.

Exhibit C

County of Kings 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 Plumlee’s Board and Care, a California 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, Plumlee’s Board and Care, 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

Exhibit C

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.*** The BAA will provide licensed, adult residential care for Kings County residents that require that level of care. 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

Exhibit C

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

Exhibit C

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

Exhibit C

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

Exhibit C

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.

Exhibit C

Attachment 1

Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

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

Exhibit C

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.

Exhibit C

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

Exhibit C

encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

Exhibit D

ASSURANCES AND CERTIFICATIONS

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

A. Contractor certifies and agrees that:

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

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

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

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 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.]

Mike Wood

BY: FB8ADDF7FA2F43C90E4F479CBE9AAEB4 readysign

Mike Wood, Director

Exhibit E

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

Exhibit E

County of Kings

2016 ADA Self-Evaluation

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 21, 2021

SUBMITTED BY: Child Support Services – Marie Waite

SUBJECT: PLAN OF COOPERATION BETWEEN THE KINGS COUNTY SUPERIOR COURT AND THE DEPARTMENT OF CHLD SUPPORT SERVICES

SUMMARY:

Overview:

The Kings County Department of Child Support Services is requesting to enter into a two year Plan of Cooperation (POC) with the Kings County Superior Court of the State of California. This plan outlines the responsibilities of both parties for securing financial support for minor children, primarily in the timely processing of court documents and orders.

Recommendation:

Authorize the Director of Child Support Services to sign the Plan of Cooperation with the Kings County Superior Court for securing financial support for minor children.

Fiscal Impact:

The Department of Child Support Services is funded by State and Federal governments. As a result, there will be no impact to County General Fund with this action.

BACKGROUND:

The Plan of Cooperation with the Kings County Superior Court of the State of California was established to outline the responsibilities and guidelines for securing child support for minor children. The primary role of the Court in this POC is to provide a timely processing of Child Support documents and orders. There are Child Support Guideline timeframes that the Court must adhere to. These guidelines are fully outlined in the POC. The POC is necessary in order to provide a smooth flow of court documents between the Courts and the Department of Child Support Services.

(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

PLAN OF COOPERATION BETWEEN THE KINGS COUNTY SUPERIOR COURT AND THE DEPARTMENT OF CHLD SUPPORT SERVICES

September 21, 2021

Page 2 of 2

The POC between the Kings County Superior Court of the State of California and the Kings County Department of Child Support Services will be effective for a two-year period becoming effective upon signing, and ending on July 1, 2023.

Staff respectfully requests that your Board approve the Plan of Cooperation by authorizing that it be signed by Marie Waite, Director of Child Support Services.

The Plan of Cooperation has been reviewed and approved as to form by County Counsel.

PLAN OF COOPERATION
BETWEEN
COUNTY OF KINGS
LOCAL CHILD SUPPORT AGENCY
AND
COUNTY OF KINGS LOCAL COURT

PLAN OF COOPERATION
Between
LCSA AND COURT

Table of Contents

1. PURPOSE	3
2. AUTHORITY	3
3. STANDARDS FOR PERFORMANCE.....	4
4. RESPONSIBILITIES	4
4.1. LCSA Responsibilities	4
4.2. Court Responsibilities	5
4.3 Mutual Responsibilities	7
5. E-FILING.....	8
6. FINANCIAL ARRANGEMENTS	9
6.1. Direct or Indirect Costs paid in DCSS/Judicial Council Contract	9
6.2 Exemption from Fees and Reimbursements for Services	9
6.3. Audit & Inspection – Reimbursement for Federal Penalties	Error! Bookmark not defined.
6.4. Corrective Action Plan	Error! Bookmark not defined.
7. RECORDS MAINTENANCE & SAFEGUARDING	9
7.1. Maintain Adequate Records	9
7.2. Information Security and Data Protection	10
7.2.1. Federal Tax Information.....	10
7.2.2. Notice of Security Breach	11
7.2.3. Notify Officers and Employees of Penalties.....	11
8. DURATION AND RENEWAL OF POC	12
9. ENTIRE AGREEMENT	12
10. AMENDMENT	12
11. DISPUTE RESOLUTION.....	13
12. TERMINATION.....	13
13. SEVERABILITY	13
14. COUNTERPARTS.....	14
15. AUTHORIZATION	14

PLAN OF COOPERATION
Between
LCSA AND COURT

1. PURPOSE

Assembly Bill 1058 (AB 1058), signed in 1996, established the Child Support Commissioner and Family Law Facilitator Program. The purpose of this legislatively mandated statewide program is to provide a cost-effective, expedited, and accessible process in the courts for establishing and enforcing child support orders in cases being enforced by local child support agencies. This mandate requires each superior court to have a child support commissioner to hear Title IV-D child support cases and to maintain an Office of the Family Law Facilitator to assist self-represented litigants. Title IV-D of the Social Security Act (42 U.S.C. § 601 et seq.) provides that each state shall establish and enforce support orders when public assistance has been expended or upon request for services by a parent.

AB 1058 provided for streamlined procedures in the courts and dedicated child support staff. The two (2) major elements of the AB 1058 Program are the Child Support Commissioner (CSC) component, and the Family Law Facilitator (FLF) component which were established in each court.

The purpose of this Plan of Cooperation (POC) is to describe the distinct roles and responsibilities to be performed by the local child support agency and the local court as each entity complies with its respective duties under Family Code sections 4250 - 4253 and 10000 – 10015, collectively also known as the AB 1058 Program.

This POC in no way shall abridge or infringe on the separate role of the court in exercising its duties over the application of the law in matters put before the court in individual cases. However, each party agrees to comply with Title IV-D and all implementing federal and state regulations and requirements promulgated thereunder.

2. AUTHORITY

The authority for the parties to enter into this POC is 42 USC § 654(7), 45 CFR § 302.34 and 45 CFR § 303.107.

This POC is entered into by and between the County of Kings Department of Child Support Services (LCSA) and the County of Kings Superior Court of California (Court). LCSA and Court are hereinafter referred to collectively as the “Parties” and individually as “Party”.

PLAN OF COOPERATION
Between
LCSA AND COURT

This POC and any amendments must be approved by the Director of the California Department of Child Support Services (DCSS Director) pursuant to Family Code § 17304(b) and (c) and will be approved as to form by the Judicial Council's AB 1058 Program Manager.

Each Party shall appoint a person to serve as the official contact and coordinator of the activities of each Party in carrying out this POC. In the event of a change of contact person, the Party shall promptly notify the other Party of the new contact. The initial appointees of each Party are:

Court:
Nocona Soboleski, nsoboleski@kings.courts.ca.gov

LCSA:
Marie Waite, marie.waite@co.kings.ca.us

3. STANDARDS FOR PERFORMANCE

Pursuant to 45 CFR § 303.107(b) and 45 CFR § 305.63, and upon adequate grant funding sufficient to meet staffing needs, the Parties to this POC agree to maintain an organizational structure and sufficient staff to maximize compliance with all Title IV-D performance standards, including time frames as defined in all relevant federal and state laws and regulations.

4. RESPONSIBILITIES

4.1. LCSA Responsibilities

The LCSA agrees to the following:

- 4.1.1. Contribute to maximizing compliance with case processing time frames established by all relevant federal and state laws and regulations by:
 - a. Promptly preparing the initial case and forwarding legal documents relating to the functions to be performed to the Court or other destinations as appropriate.
 - b. Monitoring and managing workflow to minimize intermittent backlogs and/or extraordinary increases in the volume of documents submitted to Court.
 - c. Maintaining sufficient legal staff to make all court appearances on Title IV-D issues.
 - d. Making timely requests for court reporters and/or interpreters for court hearing appearances.

PLAN OF COOPERATION
Between
LCSA AND COURT

- 4.1.2. Prepare and file legal documents, electronically where available, with the court.
 - 4.1.3. Track cases, and actions within cases, including maintaining records of documents forwarded to the Court and documents returned from the Court.
 - 4.1.4. Request that all hearings for child support matters are calendared for hearing by the Court's Child Support Commissioner(s) when the Commissioner(s) is/are available.
 - 4.1.5. Prepare and submit orders and judgments promptly for signature by the Court's Child Support Commissioner(s).
 - 4.1.6. Send electronic versions of data to the Court for those documents that may be electronically filed (e-filed).
 - 4.1.7. Assist, where appropriate, the Family Law Facilitator in providing education and training regarding the Title IV-D child support program.
 - 4.1.8. Ensure that case workers and attorneys complete annual training including but not limited to changes to federal and state child support law, rules of evidence, caselaw, the Uniform Interstate Family Support Act (UIFSA), and the calculation of child support using the Child Support Enforcement (CSE) Guideline Calculator.
- 4.2. Court Responsibilities**
- 4.2.1. Oversee the selection and appointment of the Court's Child Support Commissioner(s) and Family Law Facilitators. Supervise the Court's Child Support Commissioner(s).
 - 4.2.2. Ensure Title IV-D child support actions brought before the Court's Child Support Commissioner(s) have priority over other case types pursuant to Family Code § 4252.
 - 4.2.3. To the extent permissible by law, Family Code § 7643, and California Rules of Court, rule 2.540, provide LCSA with electronic access to confidential and public records for child and spousal support, parentage, dissolution, legal separation, nullity of marriage, child custody proceedings, and domestic violence prevention proceedings.

PLAN OF COOPERATION

Between LCSA AND COURT

- 4.2.4. Work with the local child support agency to develop and implement filing and processing standards for all documents filed with the Court by the LCSA in Title IV-D cases, including electronic filing where available.

The time processing standard should not exceed ten (10) Court days or immediately upon request for a specific filing in exceptional circumstances with adequate notice to the Court and a showing of urgency.

If the Court is unable to meet these timeframes due to circumstances beyond the Court's control, the Court will inform and work with the LCSA to develop a plan to ensure timely filing of child support documents to the extent possible based on the Court's level of grant funding to meet staffing needs.

- 4.2.5. Provide court calendar time to meet 42 USC § 666(a)(2), 45 CFR § 303.4, and Family Code § 17400(c) processing timeframes, specifically;
- a. That the court assigns a hearing date within three (3) to five (5) Court days of the filing of moving papers that require a hearing unless a later date is requested by the LCSA, other party to the case, or as otherwise granted or ordered by the Court..
 - b. The assigned Court dates shall not exceed sixty (60) calendar days from the date of the filing of the moving paper unless an extension is requested by the LCSA or as otherwise granted or ordered by the Court.
 - c. In the event of a change to the Court's weekly hearing schedule or weekly calendar which results in more than three (3) "dark" or non-operational court days in a month, the Court shall provide the Local Child Support Agency with a minimum of 30 days' notice. Where the Court is unable to meet this timeframe, due to circumstance beyond the Court's control, the Court shall provide notice as soon as the circumstance is known.
 - d. If the Court is unable to meet these timeframes due to circumstances beyond the Court's control, within thirty (30) calendar days, the Court will inform and work with the LCSA to develop a plan for meeting the timeframes outlined in subsections a and b, above, or in the alternative, agree to different specified timeframes that meet the needs of the program and with which the parties to this agreement can comply.

- 4.2.6. Ensure that the Court's Child Support Commissioner(s), Family Law Facilitators, and support staff, including clerical staff, as appropriate, complete appropriate training as prescribed by the Judicial Council of California. Such training shall include but not be limited to the Child Support Enforcement (CSE) Guideline Calculator practices.

PLAN OF COOPERATION

Between LCSA AND COURT

- 4.2.7. Ensure that Court's Child Support Commissioner(s) fully comply with Family Code §§ 4056 and 4065 and California Rules of Court, rule 5.260(b) by entering explanations for deviations from guideline calculations into the case record.
- 4.2.8. Court shall refer all Title IV-D actions or proceedings filed by any party or attorney other than the LCSA to a Child Support Commissioner unless the Child Support Commissioner is not available due to exceptional circumstances, as prescribed by California Rules of Court, rule 5.305.
- 4.2.9. Provide information regarding access to and availability of the Family Law Facilitator services in the court including but not be limited to; hours of operation, appointment services, and contact details.

4.3 Mutual Responsibilities

Both the LCSA and Court agree to:

- 4.3.1. Collaborate and coordinate with one another to maximize compliance with all Title IV-D/1058 program operations. Coordination shall include but not be limited to:
 - a. Prompt notification of any planned or implemented changes in case processing operations at the LCSA as a result of special projects, grant funding, or new staff that may impact the court,
 - b. The reassignment of courtrooms, changes in court calendar times, relocations of courtrooms within the county, limiting courtroom and commissioner availability,
 - c. Changes to the availability of dedicated meet and confer space for Title IV-D Program participants,
 - d. Changes to the ability of the court to accommodate automation and internet connectivity,
 - e. The ability of the LCSA and Court to accommodate remote hearings and adopt other mutually beneficial technological advancements
 - f. The availability of resources for the Court to provide interpretation services, including whether there are sufficient funds available to provide the service, the availability of interpreters to provide the service in the specific language needed and the process for notifying the Court of the need for interpretation services to reduce continue hearings if the resource is unavailable.
- 4.3.2. The Court and LCSA shall meet periodically, but no less than quarterly, to discuss procedural, performance, and processing issues of mutual interest and concern that may arise in connection with this POC and the handling of Title IV-D cases, including, but not limited to, automation issues,

PLAN OF COOPERATION
Between
LCSA AND COURT

processing cases within federal and state timeframes, processing cases in accordance with procedures mandated by federal and state laws, federal and state regulations, and statewide rules of court.

In addition to the Court Executive Officer or designee(s), these meetings may include representatives from the Court, including but not limited to the Child Support Commissioner(s), Court Clerks, and court operations, as well as representatives from the LCSA. These meetings may also include, but are not required to include, the Family Law Facilitator, the private bar, defense counsel, representatives of other County of Kings departments, members of the public and others, as appropriate, on either an ad hoc or regular basis.

- 4.3.3. Every reasonable effort shall be made to avoid a blanket peremptory challenge of the Court's Child Support Commissioner(s) by the LCSA. Prior to the LCSA exercising a blanket challenge, at least one meet-and-confer session shall be convened in an attempt to resolve the issues giving rise to the possible blanket preemptory challenge.

Such session shall, at a minimum, include a representative of the LCSA and the Court's Presiding Judge or designee.

If appropriate, the representatives of the Court's Executive Office, other county departments, the Judicial Council, the California Department of Child Support Services, and others may be invited to participate in one or more of the meet-and-confer sessions.

5. E-FILING

- 5.1. E-filing is the bi-directional file exchange of legal document data between the Court's Case Management System and the DCSS system of record.
- 5.2. Both Parties will support the expansion of e-filing. Court will invite the LCSA to join with other justice partner agencies and stakeholders during the process of implementation of any new Court Case Management System.
- 5.3. Should the Court transition onto a new Case Management System that includes implementation of a family law case type, the Court will work with the LCSA to clarify current and future e-filing business practices.

PLAN OF COOPERATION
Between
LCSA AND COURT

- 5.4. The LCSA shall immediately notify the California Department of Child Support Services when it receives an invitation from the Court during the process of implementation of any new Court Case Management System.
- 5.5. Documents should be processed within ten (10) business days of receipt by the Court unless circumstances not under the Court's control require additional time.

6. FINANCIAL ARRANGEMENTS

6.1. Direct or Indirect Costs paid in DCSS/Judicial Council Contract

Direct and indirect costs incurred by the Court in performance of Title IV-D activities or services, including but not limited to, the provision of IV-D Commissioner(s) and Family Law Facilitators, are already funded under the contract between the California Department of Child Support Services and the Judicial Council of California. **No direct or indirect costs for services or supplies may be claimed or paid under this POC. Government Code § 6103.9 only allows for the Court to claim these costs through their contract(s) with the Judicial Council of California, not through this POC with the LCSA.**

6.2 Exemption from Fees and Reimbursements for Services

Parties acknowledge that the LCSA is exempt from payment of any fees or reimbursements for services in any action or proceeding brought for the establishment of paternity or a child support obligation, or the enforcement of a child, medical or spousal support obligation including, but not limited to:

- Fees for providing certified or non-certified copies of documents; and,
- Filing fees.

7. RECORDS MAINTENANCE & SAFEGUARDING

7.1. Maintain Adequate Records

All records and documentation shall be maintained in accordance with federal and state requirements. The Court and LCSA shall maintain full and accurate records with respect to all matters covered under this POC.

PLAN OF COOPERATION
Between
LCSA AND COURT

The Court shall maintain the original documents filed with the court by any party in a case under Title IV-D. Original documents may be maintained by the Court in electronic form.

7.2. Information Security and Data Protection

The Parties are responsible for safeguarding all information in accordance with all applicable federal and state laws and regulations, particularly Family Code § 17212, Welfare & Institutions Code § 11478.1, 26 USC § 6103, 42 USC § 654(26), Title 22 CFR §§ 111430 – 111440, and IRS Publication 1075.

7.2.1. Federal Tax Information

In performance of this POC, the LCSA will take all appropriate actions to ensure that the Court will not be given access to federal tax information (FTI), unless otherwise authorized by statute. However, inadvertent or incidental access to FTI may still occur. It is incumbent upon both the LCSA and the Court to comply with and train its officers and employees of the provisions of IRC §§ 7213 and 7213A, Unauthorized Disclosure of Information, and IRC § 7431, Civil Damages for Unauthorized Disclosure of Returns and Return Information.

Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR § 301.6103(n)1.

California Rules of Court, rule 1.201 governs who is responsible for redacting court documents.

Timely notification of an unauthorized disclosure of FTI is of the highest importance. The LCSA and the Court shall immediately conduct an internal investigation to determine if FTI was in fact disclosed without authorization. The Court and the LCSA shall immediately, but no later than 24 hours after discovery of a possible unauthorized disclosure involving FTI, contact the California

PLAN OF COOPERATION

Between LCSA AND COURT

Department of Child Support Services as well as the local court Information Security Officer.

7.2.2. Notice of Security Breach

The Court shall notify California Department of Child Support Services Information Security Officer of any information security breach involving LCSA information, other than FTI, as soon as practicable; but no more than 24 hours after discovery. The notification shall describe the incident in detail. The Court shall cooperate with California Department of Child Support Services Information Security Officer and LCSA in investigations of information security incidents.

Contact: (916) 464-5045 and/or info.security@dcss.ca.gov

The LCSA shall notify the Court of any information security breach involving non-public Court information related to this POC, as soon as practicable; but no more than 24 hours after discovery. The notification shall describe the incident in detail. The LCSA shall cooperate with the Court and the Judicial Council of California in investigations of information security incidents.

The California Department of Child Support Services shall notify the Court of any information security breach involving non-public Court information related to this POC, as soon as practicable; but no more than 24 hours after discovery. The notification shall describe the incident in detail. The California Department of Child Support Services and LCSA shall cooperate with the Court and the Judicial Council of California in investigations of information security incidents.

7.2.3. Notify Officers and Employees of Penalties

It is incumbent upon the Court to inform its employees of the penalties for unauthorized disclosure imposed by the Privacy Act of 1974, 5 USC § 552a. Specifically, 5 USC § 552a(i)(1), which is made applicable to the Court by 5 USC § 552a(m)(1), provides that any officer or employee of the Court, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses

PLAN OF COOPERATION
Between
LCSA AND COURT

the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor.

8. DURATION AND RENEWAL OF POC

This POC shall be effective upon signing of Parties, approval of the DCSS Director, and approval as to form by the Judicial Council's AB 1058 Program Manager. The initial term of this POC shall be two years or until July 1, 2023, whichever is earlier. This POC shall automatically renew for an additional two-year term, until and unless it is expressly superseded by a future POC. The POC will not renew if a change is requested by either party by January 30 of the renewal year.

9. ENTIRE AGREEMENT

This POC constitutes the final, complete, and exclusive statement of the terms between the Parties pertaining to the subject matter of the POC and supersedes all prior POCs. Parties are not bound by any oral agreement which has not been reduced to writing herein. The Parties may attach and incorporate herein by reference an Attachment B to memorialize a specific local practice or other areas of common concern unique to the Parties. Any attachment to this POC is subject to the final approval of the DCSS Director and the approval as to form by the AB 1058 Program Manager.

10. AMENDMENT

Amendments to this POC may be made by either Party to this POC. However, all amendments must be in writing, signed by the Parties and approved by the DCSS Director and approved as to form by the Judicial Council's AB 1058 Program Manager.

The Parties agree that if federal, state, and county funds for the program are or become insufficient for any reason including inadequate appropriation, budgetary reductions, reallocations, etc.; this POC shall be amended to the extent feasible to reflect the reduction in funding, otherwise it shall be of no further force and effect. Before this POC may be amended or terminated for insufficiency of funding, both Parties shall meet and confer with the DCSS Director and the Judicial Council's AB 1058 Program Manager to discuss amendment alternatives as described in the Paragraph 11 "Dispute Resolution."

Any provision of this POC which conflicts with new or revised state and federal laws, regulations, court rules, and requirements shall be deemed amended to

PLAN OF COOPERATION
Between
LCSA AND COURT

conform with the new or revised federal and state laws, regulations, court rules, and requirements.

11. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this POC, the Parties shall attempt, in good faith, to promptly resolve the dispute. If the dispute cannot be resolved by their mutual agreement, the dispute shall be elevated to the Court Executive Officer or designee, DCSS Director and the Judicial Council's AB 1058 Program Manager to resolve the issue.

The Parties shall, without delay, continue to perform their respective obligations under this POC whether or not affected by the dispute.

12. TERMINATION

Either Party may terminate this POC, after giving the other Party ninety (90) days written notice of the intent to terminate and only after all attempts to resolve any and all disputes have been exhausted as described above in Paragraph 11.

In the event of termination of this POC, both Parties shall prepare a mutually agreed upon a Plan of Termination of Services so as to minimize disruption of services to the Title IV-D program services and allow the LCSA to seek replacement court services. In addition, the Parties will continue to carry out the duties and responsibilities described herein until the operational date or agreed upon date of termination in the Plan of Termination of Services.

13. SEVERABILITY

If any term of this POC is inconsistent with any applicable law, regulation, rule or policy, then that part of the POC shall be invalid and the unaffected parts shall remain in full force and effect.

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

PLAN OF COOPERATION
Between
LCSA AND COURT

14. COUNTERPARTS

This POC may be signed in two or more counterparts. When at least one such counterpart has been signed by each Party approved by the DCSS Director and approved as to form by the Judicial Council's AB 1058 Program Manager, this POC shall be deemed to have been fully executed. Each counterpart shall be deemed to be an original, and all counterparts shall be deemed to be one and the same POC.

15. AUTHORIZATION

We the undersigned, as authorized representatives of the County of Kings Department of Child Support Services and the Superior Court of California, County of Kings, do hereby approve and enter into this POC for the services described in this document. In performance of the provisions of this POC, the Parties agree to comply with Title IV-D and all federal and state laws, regulations, policies and directives.

Marie Waite, Director
Child Support Services Department
County of Kings

Nocona Soboleski, CEO
Superior Court of California
County of Kings

Approved:

Approved as to form:

DAVID KILGORE, Director

California Department of

Child Support Services

ANNA L. MAVES, Director
AB 1058 Program Manager
Center for Families, Children and the
Courts
Judicial Council of California



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 21, 2021

SUBMITTED BY: Health Department – Darcy Pickens/Heather Silva

SUBJECT: WAIVING OF THE FLU VACCINE ADMINISTRATIVE FEE FOR STATE-PROVIDED FLU VACCINES OFFERED TO KINGS COUNTY RESIDENTS

SUMMARY:

Overview:

The Department of Public Health is requesting that the eight dollar (\$8) administration fee for flu vaccines be waived for all Kings County residents until all State-provided free flu vaccines are administered.

Recommendation:

Authorize waiving the flu vaccine administrative fee for flu vaccines offered to Kings County residents via mobile vaccination events.

Fiscal Impact:

Waiving the eight dollar (\$8) administrative fee per flu shot may result in lost revenue of approximately \$9,600; however, due to the current COVID-19 pandemic, it is the Health Department's goal to vaccinate as many Kings County residents as possible.

BACKGROUND:

Each year, the Kings County Department of Public Health receives approximately 1,000 – 1,200 flu vaccines from the State of California. These vaccines are provided free of charge so local health departments can distribute them in an attempt to mitigate emerging flu season illnesses. As part of the Centers for Disease Control grant requirements, the Department also needs to establish methods for vaccinating or dispensing medications to county residents as soon as possible upon receipt of the product.

(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

WAIVING OF THE FLU VACCINE ADMINISTRATIVE FEE FOR STATE-PROVIDED FLU VACCINES OFFERED FOR ALL KINGS COUNTY RESIDENTS

September 21, 2021

Page 2 of 2

Last year, the Kings County Department of Public Health returned over 600 unused State-provided flu vaccines to the State. In order to increase the number of people served, the Department is planning to administer the flu vaccine in conjunction with local community events and mobile COVID vaccination clinics, as opposed to flu-only Points of Distribution (PODs) used in prior years. In addition, the Department offers the flu vaccine within all four fixed clinic sites: Hanford, Lemoore, Avenal and Corcoran. The immunization calendar is shared with providers, schools, and the public monthly, and the County website will also be updated with the dates, times, and locations of combined flu and COVID clinics.

In an effort to protect public health and limit the potential impact of seasonal flu on the county's healthcare system, it is recommended that the Board waive the eight dollar (\$8) administration fee for flu vaccines offered until all of the State-provided free flu vaccines are used.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 21, 2021

SUBMITTED BY: Administration – Edward Hill/Larry Spikes
California Public Finance Authority – Caitlin Lanctot

SUBJECT: APPROVING THE ISSUANCE OF TAX-EXEMPT BONDS UP TO \$17,000,000
FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION
AND CONSTRUCTION OF EDUCATION FACILITIES FOR PATHWAYS TO
COLLEGE PROPERTIES, LIMITED LIABILITY COMPANY

SUMMARY:

Overview:

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

Recommendation:

Adopt a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Pathways to College Properties, Limited Liability Company.

Fiscal Impact:

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

BACKGROUND:

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

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPROVING THE ISSUANCE OF TAX-EXEMPT BONDS UP TO \$17,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF EDUCATION FACILITIES FOR PATHWAYS TO COLLEGE PROPERTIES, LIMITED LIABILITY COMPANY

September 21, 2021

Page 2 of 2

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

Pathways to College Properties, Limited Liability Company (the “Borrower”) has requested that CalPFA issue tax-exempt bonds in an amount not to exceed \$17,000,000 to finance or refinance the construction, acquisition, equipping and improving of land and educational facilities located at the northwest corner of Hesperia Road and Hercules Street in Hesperia, California (the “Project”).

A public hearing was held for this project on September 21, 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 \$17,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF EDUCATION FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO

RESOLUTION NO. _____

WHEREAS, Pathways to College Properties, LLC (the “Borrower”), the sole member of which is the Pathways to College Foundation, Inc. (the “Foundation”), a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of one or more series of education facility revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$17,000,000 (the “Bonds”) to finance or refinance the costs of: (a) the construction, acquisition, equipping and improving of land and educational facilities located at the northwest corner of Hesperia Road and Hercules Street in the City of Hesperia, California 92345 (the “Facilities”); (b) funding a debt service reserve fund for the Bonds; (c) paying capitalized interest on the Bonds; and (d) paying certain Bond issuance expenses (collectively, the “Project”); and

WHEREAS, the Facilities will be owned by the Borrower and operated by Crosswalk: Hesperia Experiential Learning Pathways, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Code, as a charter school; and

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

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

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

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

WHEREAS, pursuant to Section 147(f) of the Code and in accordance with IRS Rev. Proc. 2020-21, the Board of Supervisors has, following notice duly given, held a public hearing via teleconference regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

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

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

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

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

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

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

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the 21st day of September, 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 21st day of September, 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 September 21, 2021

SUBMITTED BY: Administration – Edward Hill/Sande Huddleston

SUBJECT: CLAIM FOR DAMAGES FOR ISABELLA GUTIERREZ

SUMMARY:

Overview:

Claim for Damages are received by the Board and reviewed by the Risk Manager, as well as County Counsel. Their recommendation is brought before your Board for your consideration.

Recommendation:

Deny the Claim for Damages filed by Isabella Gutierrez.

Fiscal Impact:

None with this action.

BACKGROUND:

On August 16, 2021, a claim for damages was filed by Isabella Gutierrez, claiming that the Kings County Health Department gave her a COVID-19 vaccination which caused complications (sore arm, sharp pain, minimal range of motion). After investigation of the claim, County Counsel's office finds that the County is not liable for any damages. Pursuant to Government Code section 912.6, staff recommends your Board find that the claim is without merit and deny the claim.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 21, 2021

SUBMITTED BY: Department of Public Health – Darcy Pickens

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.