

**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, November 9, 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 signed into Law AB 361 on September 16, 2021, relating to the convening of public agency meetings via teleconference in light of the COVID-19 pandemic. Under this authority, the Board of Supervisors will convene its public meetings via video and teleconference. Pursuant to AB 361, and as advised by local Health Officials, the Kings County Board of Supervisors, County staff and interested members of the public may attend the meeting in person. The meeting can also be attended telephonically or by the Internet by sending an email to [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us) on the morning of the meeting for an automated email response with the WebEx meeting information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

**Members of the public who wish to only observe the meeting virtually can do so via the worldwide web**  
at: <https://youtu.be/iLLTihOEPQk> or go to [www.countyofkings.com](http://www.countyofkings.com) and click on the "Join Meeting" link.

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- I. 9:00 AM CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**INVOCATION –Pastor Mark Curts – Adventist Health**  
**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 the regular meeting for November 2, 2021.
  - B.** Approval of the minutes from the November 2, 2021 regular meeting.
  - C.** Approval of the minutes from the November 3, 2021 special meeting.



**IV. CONSENT CALENDAR**

**A. Behavioral Health:**

1. Consider approving the Agreement with Creative Alternatives for short-term residential treatment program services, retroactively effective from May 26, 2021 to June 30, 2022.

**B. Human Services Agency:**

1. a. Consider adopting a Resolution for the Housing Navigator Program authorizing the application for and acceptance of the program allocation; and  
b. Authorize the Human Services Agency Director to sign the Allocation Acceptance Application for the Housing Navigator Program.
2. a. Consider adopting a Resolution for the Transitional Housing Program authorizing the application for and acceptance of the program allocation; and  
b. Authorize the Human Services Agency Director to sign the Allocation Acceptance Application for the Transitional Housing Program.

**C. Public Health Department:**

1. a. Consider authorizing the Interim Public Health Director to accept the California Department of Public Health Disease Intervention Workforce Development funding allocation;  
b. Authorize the Interim Public Health Director to sign any associated invoices and revisions to the initial work and spend plan;  
c. Allocate 1.0 Full-Time Equivalent Program Manager in Budget Unit 411300;  
d. Allocate 1.0 Full-Time Equivalent Licensed Vocational Nurse in Budget Unit 411300; and  
e. Adopt the budget change **(4/5 vote required)**
2. a. Consider approving the Agreement with Adventist Health Central Valley Network for a COVID-19 Monoclonal Antibody Therapy Pilot program, retroactively effective from November 1, 2021 to January 31, 2022; and  
b. Authorize the Interim Public Health Director to amend the Agreement as necessary for program implementation without requiring further board approval so long as any amendment is immaterial.
3. Consider allocating 1.0 Full-Time Equivalent Licensed Vocational Nurse in Budget Unit 419600.

**D. Administration:**

1. a. Consider approving the Agreement with the Stratford Public Utility District for residential customer utility arrearages; and  
b. Consider approving the Agreement with the Kettleman City Community Services District for residential customer utility arrearages.

**V. REGULAR AGENDA ITEMS**

**A. Human Resources Department – Henie Ring**

1. Consider approving the new job specification for Senior Personnel Technician and set the salary at Range 211.0 (\$4,905 - \$5,987).
2. Consider authorizing the Human Resources Director and designated staff to sign the successor agreement with the Kings County Probation Officers Association for a term beginning July 1, 2021 and ending June 30, 2023.

**B. 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, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore**
  - Blue Collar - SEIU
  - Prosecutor’s Association
  - Management
  - Firefighter’s Association
- ◆ **Personnel Matter: [Govt. Code Section 54957]**  
*Public Employee Appointment: Public Health Director*
- ◆ **Litigation initiated formally: Title: Fagundes v. County of Kings, et. al. 21C-0304**  
**[Govt. Code Section 54956.9 (d)(1)]**

**VIII. ADJOURNMENT**

The next regularly scheduled meeting will be held on Tuesday, November 16, 2021 at 9:00 a.m.

<b>FUTURE MEETINGS AND EVENTS</b>		
November 16	9:00 AM	Regular Meeting
November 16	6:30 PM	Fifth Public Hearing - Redistricting
November 23	9:00 AM	Regular Meeting
November 30	--	Regular Meeting Canceled/Board members participating in CSAC Annual Meeting
December 7	9:00 AM	Regular Meeting
December 7	10:00 AM	Sixth Public Hearing – Redistricting
December 14	9:00 AM	Regular Meeting
December 21	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.*



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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, November 2, 2021  
**Time:** 9:00 a.m.  
**Place:** Board of Supervisors Chambers, Kings County Government Center  
1400 W. Lacey Boulevard, Hanford, California 93230

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**I. 9:00 AM CALL TO ORDER**

**ROLL CALL – Clerk of the Board**

**INVOCATION –Joe Neves – Supervisor District 1**

**PLEDGE OF ALLEGIANCE**

**MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, CRAIG PEDERSEN, RICHARD FAGUNDES**

**MEMBERS ABSENT: DOUG VERBOON**

**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.*

**Jamie Tham, Kings County Detentions Deputy Association President thanked the Board for approving the Memorandum of Understanding with the Detentions Deputy Association and stated that the members of the unit are thankful for their contract.**

**Keith Fagundes, Kings County District Attorney, gave the Board an update on the current trials completed and upcoming trials they are working on.**



**Codi Pennington, Deputy Veteran's Services Officer, stated that the Lemoore Legion Post will hold their Veteran's Day parade at 6:00 p.m. in downtown Lemoore on Thursday, November 11, 2021.**

**III. APPROVAL OF MINUTES**

- A.** Report out of Closed Session from the regular meeting for October 26, 2021.  
**EDWARD HILL, COUNTY ADMINISTRATIVE OFFICER STATED THAT THE BOARD TOOK NO REPORTABLE ACTION IN CLOSED SESSION ON OCTOBER 26, 2021.**
- B.** Approval of the minutes from the October 26, 2021 regular meeting.  
**ACTION: APPROVED AS PRESENTED (RF, JN, RV, CP-Aye, DV-Absent)**

**IV. CONSENT CALENDAR**

- A. Administration:**
1. Consider denying the Claim for Damages filed by Callahan and Blaine on behalf of Richard Davidson.
- B. County Counsel:**
1. Consider appointing Steve Avila as Trustee of the Lemoore Cemetery District for a midterm open seat ending January 7, 2024.
- C. Department of Finance:**
1. Consider approving the Revised Capitalization Policy for Financial Reporting and Cost Recovery.
- ACTION: APPROVED AS PRESENTED (JN, RF, RV, CP-Aye, DV-Absent)**

**V. REGULAR AGENDA ITEMS**

- A. Fire Department – William Lynch**
1. Consider approving the Automatic/Mutual Aid Agreement with the Corcoran State Prison for the areas designated.[Agmt 21-142]  
**ACTION: APPROVED AS PRESENTED (RF, JN, RV, CP-Aye, DV-Absent)**
- B. Human Resources Department – Henie Ring**
1. Consider authorizing the Human Resources Director and designated staff to sign the successor Agreement with the Deputy Sheriff's Association for a term beginning July 1, 2021 and ending June 30, 2023.[Agmt 21-143]  
**ITEM WAS PULLED AND WILL BE BROUGHT BACK ON A FUTURE AGENDA.**
- C. 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. 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 Valle stated that the Board submitted a letter to the Citizens for Redistricting committee regarding splitting a portion of Corcoran for the California State Assembly district and the committee has held meetings and has released new maps showing Kings County staying intact and stated that the meetings and information is being monitored by residents of Kings County. He stated that Operation Gobble will be held on November 22 & 23, 2021 and thanked the sponsors for keeping this project going and stated that he was a guest speaker for the Kings/Tulare Hispanic Chamber of Commerce online meeting on November 1, 2021.**



Supervisor Neves stated that he attended the Housing Authority of Kings County meeting, participated in the Kings County Farm Bureau webinar on COVID, participated in the Small Business Center event, attended the Kings Area Public Transit Agency meeting and the Kings County Association of Governments meeting and thanked all the County employees and Departments who participated this year, he stated that he has wrapped up announcing Lemoore High School football and is finishing up the West Hills College games. He stated that his granddaughter received her American Farmer degree this past weekend.

- ◆ Board Correspondence: Edward Hill stated that the Board received a notice from the California Department of Fish & Game stating that they will hold a listening session and discussion on Commission's Justice, Equity, Diversity and Inclusion Plan will be held on November 17, 2021 from 4:30 p.m. to 6:30 p.m. via zoom.
- ◆ Upcoming Events: Edward Hill stated that the Board will hold their 4<sup>th</sup> Redistricting Public Hearing on November 3, 2021 at 6:30 p.m. He stated that the meeting will start at 6:15 p.m. in the Board Chambers and on WebEx. He stated that the Battle of Badges Blood Drive will be held on November 22, 2021 in the Government Center parking lot off Lacey Blvd starting at 9:00 a.m.
- ◆ Information on Future Agenda Items: Edward Hill stated that the following items would be on a future agenda: Administration – Claim for damages, Health Department – Monoclonal antibody therapy pilot project, disease intervention specialist workforce development funding and Vocational Nurse position in the Health Department, Behavioral Health – Agreement with Creative Alternatives for short-term residential treatment program services, Human Resources – New job specification for Senior Personnel Technician and Human Services Agency – Housing Navigator Program application resolution and Transitional Housing Program application resolution.

VII.

**CLOSED SESSION**

- ◆ Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]  
Negotiators: Edward Hill, Kyria Martinez, Larry Spikes, Henie Ring, Che Johnson of Liebert Cassidy Whitemore
  - Blue Collar - SEIU
- ◆ Personnel Matter: [Govt. Code Section 54957]  
*Public Employee Appointment:* Director of Finance
- ◆ Personnel Matter: [Govt. Code Section 54957]  
*Public Employee Appointment:* County Counsel
- ◆ Litigation initiated formally: Title: *Fagundes v. County of Kings, et. al. 21C-0304*  
[Govt. Code Section 54956.9 (d)(1)]
- ◆ Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)(e)(3)]

VIII. 11:00 AM California Public Finance Authority Regular Meeting- CANCELED



**IX. ADJOURNMENT**

**The Fourth Public Hearing – Redistricting will be held Wednesday, November 3, 2021 at 6:30 p.m.**  
The next regularly scheduled meeting will be held on Tuesday, November 9, 2021 at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

November 3	6:30 PM	Fourth Public Hearing - Redistricting
November 9	9:00 AM	Regular Meeting
November 16	9:00 AM	Regular Meeting
November 23	9:00 AM	Regular Meeting
November 30	--	Regular Meeting Cancelled/Board members participating in CSAC Annual Meeting
December 7	9:00 AM	Regular Meeting
December 7	10:00 AM	Fifth Public Hearing – Redistricting

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## Staff

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

# Board of Supervisors

## Special Meeting Action Summary

**Date:** Wednesday, November 3, 2021

**Time:** 6:15 p.m.

**Place:** Board of Supervisors Chambers, Kings County Government Center  
1400 W. Lacey Boulevard, Hanford, California 93230

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<https://youtu.be/yIxVlfkMOI0>

**Members of the public who wish to participate in the meeting virtually and make public comment can do so via the worldwide web**

**at:** <https://countyofkings.webex.com/countyofkings/j.php?MTID=mee1fee590061b239c40943d2141f3fa1>

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### **6:30 PM - REDISTRICTING PUBLIC HEARING INSTRUCTIONS – ENGLISH**

**To attend virtually in English and make public comment, the meeting link is:**

<https://countyofkings.webex.com/countyofkings/j.php?MTID=mee1fee590061b239c40943d2141f3fa1>

- Members of the public, who participate via their computers or through the WebEx application platform, may provide public comment at the meeting by using the "Raise Your Hand" function and you will be called upon when it is your turn to speak. Testimony will be limited to five (5) minutes per speaker during the public hearing section of the meeting.
- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0003**, then enter the **access code of 1779 58 2188#**.

If you just wish to only observe the public hearing and not make comments access this YouTube <https://youtu.be/yIxVlfkMOI0>

### **6:30 PM - INSTRUCCIONES PARA LA AUDIENCIA PÚBLICA DE REDISTRIBUCIÓN - ESPAÑOL**

**Para asistir virtualmente en inglés y hacer comentarios públicos, el enlace de la reunión es:**

<https://countyofkings.webex.com/countyofkings/j.php?MTID=mc1424c9e879f6e8746031b7dd6fc204f>

- Los miembros del público, que participan a través de sus computadoras o mediante la aplicación WebEx, pueden proporcionar comentarios públicos en la reunión mediante la función "Levantar la mano" y se le llamará cuando sea su turno de hablar. El testimonio se limitará a cinco (5) minutos por orador durante la sección de audiencia pública de la reunión.
  - Si tiene problemas para iniciar sesión a través de Internet, puede unirse a la reunión por teléfono llamando al **(415) 655-0003**, luego ingrese el **código de acceso 1777 30 6369#**

Si solo desea observar la audiencia pública y no hacer comentarios acceda a este enlace de YouTube <https://youtu.be/53V2COE7SMs>



**I. 6:15 PM CALL TO ORDER**  
**ROLL CALL – Clerk of the Board**  
**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. Five (5) minutes are allowed for each item.*  
**None**

**III. 6:30 PM PUBLIC HEARING**  
**Administration – Edward Hill/Kyria Martinez/Matthew Boyett**  
**County Counsel –Diane Freeman**

1. Conduct the County’s fourth redistricting public hearing to receive information from National Demographics Corporation about proposed supervisorial district maps and to receive public comment.

**Supervisor Pedersen opened the public hearing, testimony was received from: Steven Mendez, Cathleen Jorgensen, Claire Fitiausi, Alicia Ramirez, Kenneth Olsen, Antony Lopez, Lupe Chavez, Barbara Castle, Ron Bates, Ivette Chaidez Villarreal, Jesus Garcia, Ruth Lopez, Fabiola DeCaratchea and Alvaro Preciado.**

**Matthew Boyett, Kings County Administration read a letter authored and signed by Corcoran City Council Mayor, Pat Nolen into the record. The letter and attached proposed maps will become part of the permanent record.**

**Supervisor Pedersen closed the public hearing and the Board discussed the maps and information presented.**

**ACTION: SUPERVISOR VALLE MADE A MOTION TO HOLD A SPECIAL MEETING TO CONDUCT AN ADDITIONAL REDISTRICTING PUBLIC HEARING ON NOVEMBER 16, 2021 AT 6:30 P.M. TO FURTHER DISCUSS THE COUNTY’S PROPOSED MAPS WITH A FOCUS ON MAPS 101, 201, 203 AND THOSE MAPS RECEIVED AFTER OCTOBER 20, 2021. THE MOTION WAS SECONDED BY SUPERVISOR VERBOON. (RV, DV, JN, RF, CP-AYE)**

**IV. ADJOURNMENT**

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

***FUTURE MEETINGS AND EVENTS***

November 9	9:00 AM	Regular Meeting
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# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 9, 2021

**SUBMITTED BY:** Behavioral Health –Lisa Lewis/UnChong Parry  
**SUBJECT:** AGREEMENT WITH CREATIVE ALTERNATIVES FOR SHORT-TERM  
RESIDENTIAL TREATMENT PROGRAM SERVICES  
**SUMMARY:**

**Overview:**

Kings County Behavioral Health (KCBH) is seeking approval of an agreement with Creative Alternatives for short-term residential treatment program (STRTP) services.

**Recommendation:**

Approve the agreement with Creative Alternatives for short-term residential treatment program services, retroactively effective from May 26, 2021 to June 30, 2022.

**Fiscal Impact:**

There is no impact to the County General Fund. This is a fee for service agreement for specialty mental health services with agreed upon per-minute rates for various services provided under the agreement. Expenses under this agreement and sufficient revenue for expenses were included in the Department's Fiscal Year (FY) 2021/20222 Adopted Budgets in Budget Unit 420000 (Mental Health).

**BACKGROUND:**

KCBH is responsible for the provision of Medi-Cal Specialty Mental Health Services to be provided to consumers requiring those services including the placement of county consumers that are qualified for services under the jurisdiction but placed out-of-county. In May 2021, KCBH became a responsible agency for an individual placed at Creative Alternatives, an STRTP in Stanislaus County.

Creative Alternatives operates a facility that aims to provide a safe, secure therapeutic environment for youth with specialty mental health needs. The goal of this program is to transition the youth into a safe environment following their treatment and stay at the facility. KCBH worked closely with the facility to determine treatment for the consumer. This agreement has been reviewed and approved by County Counsel as to form.

**BOARD ACTION:**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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

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

**AGREEMENT FOR THE PROVISION OF MEDI-CAL  
SPECIALTY MENTAL HEALTH SERVICES**

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Kings, a political subdivision of the State of California (hereinafter, “the County”) and Creative Alternatives Short Term Residential Therapeutic Program (hereinafter, “Contractor”).

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

WHEREAS, the County requires Medi-Cal Specialty Mental Health Services to be provided at a Short Term Residential Therapeutic Program (“STRTP”); and

WHEREAS, Contractor operates a STRTP and is ready, willing, able, and qualified to provide such services.

NOW, THEREFORE, the parties mutually agree as follows:

**1. SCOPE OF SERVICES**

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

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

**3. COMPENSATION**

Contractor shall be compensated for services rendered under this Agreement as set forth in **Exhibit B** up to an amount not to exceed \$50,000.00, unless this Agreement is amended in writing as provided herein.

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

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

#### **4. TERM**

This Agreement commences on May 26, 2021, and terminates on June 30, 2022, unless otherwise amended or terminated.

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

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

#### **6. AMENDMENTS**

This Agreement may be modified only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board. Exercise of an option to extend this Agreement does not require or constitute an amendment thereof.

#### **7. TERMINATION**

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

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

B. With Cause. This Agreement may be terminated by either party should the

other party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-breaching party shall provide written notice to the breaching party of its intention to terminate the Agreement and inform the breaching party whether the breach is able to be cured.

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

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

b. Alternatively, the County may elect to cure the breach and charge any and all expenses incurred as a result thereof to the Contractor.

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

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

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

## 8. INSURANCE

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

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

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

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

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage.
2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident, and not less than One Hundred Thousand Dollars (\$100,000) for property damages, or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
3. Workers Compensation. Statutory coverage, if and as required

according to the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

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

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

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

## 9. INDEMNIFICATION

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

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



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

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

#### **10. INDEPENDENT CONTRACTOR**

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

#### **11. COMPLIANCE WITH LAW**

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

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

#### **12. CONFIDENTIALITY**

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

#### **13. CONFLICT OF INTEREST**

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

which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### **14. NONDISCRIMINATION**

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

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

#### **15. SUBCONTRACTORS**

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: Section 5 – Records and Inspections, Section 8 – Insurance, Section 9 – Indemnification, Section 11 – Compliance with Law, Section 12 – Confidentiality, Section 13 – Conflict of Interest, and Section 14 – Nondiscrimination.

#### **16. ASSIGNMENT**

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

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

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

**18. OWNERSHIP OF DOCUMENTS**

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

**19. NOTICE**

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

**COUNTY:**

Kings County Behavioral Health  
460 Kings County Drive, Suite 101  
Hanford , CA 93230

**CONTRACTOR:**

Creatives Alternatives, INC.  
2855 Geer Road  
Fresno, CA 95382

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

**20. CHOICE OF LAW**

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

**21. SEVERABILITY**

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

**22. SURVIVAL**

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

**23. NO THIRD PARTY BENEFICIARIES.**

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

**24. ENTIRE AGREEMENT; PRECEDENCE; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT**

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

In the event provisions or terms in this Agreement conflict with terms or provisions in its Exhibits, the terms or provisions of the Agreement shall prevail unless the terms or provisions of the Exhibit are more stringent than those in the Agreement.

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

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

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

**25. AUTHORITY**

Each signatory to this Agreement represents it is authorized to enter into this

Agreement and bind the party to which its signature represents.

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

COUNTY OF KINGS

Creative Alternatives

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

*Lisa Jacobs*  
By: D1A7D0B7A32ACDF635B538E4356E27DF readysign  
Lisa Jacobs, Assistant Executive Director

ATTEST

APPROVED AS ENDORSEMENTS  
RECIEVED

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

By: *Sande Huddleston*  
Sande Huddleston, Risk Manager

APPROVED AS TO FORM:  
Diane Freeman, Interim County Counsel

By: *Cindy Crose Kliever* Cindy Crose Kliever  
2021.10.22 16:59:25 -07'00'  
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Compensation/Fees

**Exhibit C:** HIPAA Business Associate Agreement

## Exhibit A

### Scope of Services and Clinical Requirements

This Agreement is an individual single case contract for access to Medi-Cal Specialty Mental Health Services for Children placed out-of-county. Contractor is located in the County of Stanislaus and is certified by Stanislaus County Mental Health Plan (MHP) as an STRTP to provide Medi-Cal Specialty Mental Health Services (SMHS).

The Services will be provided in compliance with all applicable Federal and State laws and regulations including but not limited to:

- Health and Safety Code section 1502(a)(18)
- Title 22, California Code of Regulations, Division 6, Chapter 1, General Licensing Requirements
- California Department of Social Services STRTP Interim Licensing Standards (<https://www.cdss.ca.gov/inforesources/continuum-of-care-reform/short-term-residential-therapeutic-program>)
- Title 42, Code of Federal Regulations Part 438, Managed Care
- California Code of Regulations Title 9, Chapter 11, Medi-Cal Specialty Mental Health Services
- MHP Contract, Exhibit A, Attachment 1, Y. Reporting on Procedures for Serving Children Placed Out- of-County
- MHP Contract, Exhibit A, Attachment 1, W. Requirements for Day Treatment Intensive and Day Rehabilitation

#### **1. Specialty Mental Health Services:**

Only the services specified in the Client Plan and authorized by the County or the County's designee will be subject to payment by the County. Services contracted under this agreement are specified below:

Service Description	Provider Currently Certified	MHP will Certify Provider	Provider Not Certified	Contracted Service (indicate with check mark)
Mental Health Services	X			
Case Management, Brokerage	X			
Medication Support Services	X			
Crisis Intervention	X			

In Home Based Services	X			
Intensive Care Coordination	X			

**2. Initial Authorization:**

Contractor shall submit an initial Service Authorization Request (SAR) to the County or the County designee. Count or County’s designee will review for authorization and communicate the results to contractor in writing or by electronic mail (email) within 3-14 days of receipt, in accordance with applicable state and federal statute and regulations.

**3. Assessment and Client Plan:**

Contractor shall ensure that within five (5) calendar days of the child’s arrival, the child has a completed and signed mental health assessment. The mental health assessment shall be completed by a licensed mental health professional or waived/registered professional.

Contractor shall ensure that within ten (10) calendar day’s from the child’s arrival, that child has a completed Treatment Plan reviewed and signed by a licensed mental health professional, waived/registered professional, or the Head of Service.

The Treatment Plan shall include:

- Anticipated length of stay
- Specific behavioral goals for the child and specific mental health treatment services the STRTP shall provide to assist the child in accomplishing these goals within a defined period of time
- One or more transition goals that support the rapid and successful transition of the child back to community based mental health care
- The child and authorized legal representative’s participation and agreement. The child and the child’s authorized legal representative’s participation and agreement shall be documented in the client record. If the child is unable to agree or refuses to agree to the treatment plan, the child’s authorized legal representative’s participation and agreement shall be sufficient, but the child’s inability or refusal shall be documented in the Client Record. For a child who is a Medi-Cal beneficiary, the documentation of the refusal shall be in accordance with Section 1810.440(c)(2)(B) of Title 9 of the California Code of Regulations
- Include participation of the child and family team, if one exists
- Be reviewed by a member of the STRTP mental health program staff at least every thirty (30) calendar days. The member of the STRTP mental health program staff that completes the review shall document the review in the client record and include whether it is necessary to make changes to the treatment plan
- A trauma-informed perspective, which includes planned services to promote the child’s healing from any history of trauma.

Contractor shall be updated the child's treatment plan as the child's mental health treatment needs change.

The client plan will be submitted by Contractor to the County upon request of the County and no later than ten (10) calendar days after admission of child, including the SAR and requested level of services to be provided for each service type.

#### **4. Progress Notes:**

Contractor shall ensure that there is a minimum of one (1) written daily mental health progress note for the child. The daily progress note shall document the following when applicable:

- The specific service(s) provided to the child
- A child's participation and response to each mental health treatment service directly provided to the child
- Observations of a child's behavior
- Possible side effects of medication
- Date and summaries of the child's contact with the child's family, friends, natural supports, child and family team, existing mental health team, authorized legal representative, and public entities involved with the child.
- Descriptions of the child's progress toward the goals identified in the treatment plan

Contractor shall complete all mental health progress notes, signed and dated (or electronic equivalent), within seventy-two (72) hours of the service provided. The mental health progress notes shall be maintained in the child's record. If the child is a Medi-Cal beneficiary, the Contractor shall complete separate progress notes for each specialty mental health service provided. If a progress note for a specialty mental health service is provided, this replaces the requirement for this daily mental health progress note.

#### **5. Discharge Planning:**

Discharge planning will begin at the time of initial assessment, be specified in the treatment goals and in the client plan and is accomplished through collaborative communication with the designated placing agency and County. In the case of an emergency discharge (i.e. psychiatric hospitalization, removal of client by self, or family, serious illness or accident, etc) the County will be contacted and consulted immediately and at the latest within 24 hours.

#### **6. Outcome Measurement and Performance Reporting Requirements:**

Contractor agrees to provide the required data elements to meet the State Department of Mental Health standards for any outcome measures as required by county contract standards. When requested by the County, the Contractor shall provide required Client Services Information (CSI) data elements necessary to open, update, or close a client episode of care.



**7. Quality Assurance/ Utilization Review Compliance:**

The requirements specified in Statute, Regulation and the County contract regarding QA and UR shall apply to the services provided to clients. The Contractor shall update assessment and client plans consistent with Stanislaus County frequency requirements.

**8. Medical Records:**

The Stanislaus County MHP contract with DHCS, contains required “Documentation Standards for Client Records” and is updated by DHCS annually through the Annual SMHS Protocol and Reasons for Recoupment (last released on November 10, 2020 via Information Notice 20-61: <https://www.dhcs.ca.gov/formsandpubs/Pages/2020-BH-Information-Notices.aspx>) Contractor shall comply with these requirements.

**9. Retention of Records:**

The STRTP shall retain each client record for a minimum of ten (10) years from the child’s transition, or whichever is later. For purposes of this section “audit” refers to any investigation of complaints and unusual occurrences, chart reviews, and financial audits. Audits can be conducted by the state, delegate, or federal agencies. The retention period required in this section shall be extended if the child’s treatment is subject to any due process proceeding, including administrative review and litigation until all appeals have been exhausted.

Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time.

If the contract is cancelled or the contractor closes business, the contractor shall arrange for appropriate storage and accessibility of records by the MHP.

**10. Confidentiality:**

Contractor will maintain confidentiality of child medical and/or psychiatric records of child as required by all California and Federal laws and regulations, including but not limited to:

- A. California Welfare and Institutions Code Section 5328 et seq.;
- B. California Evidence Code Section 1010 seq.
- C. HIPAA, 45 Code of Federal Regulations, Parts 160 & 164
- D. HIV/AIDS, Health and Safety Code Section 121025-121035
- E. Alcohol and Substance Abuse Programs, 42 Code of Federal Regulations Part 2

Contractor agrees to inform all of its employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions State and Federal laws is a misdemeanor.

**Exhibit B – Budget**  
**Compensation for Services and Fiscal Requirements**

**1. Authorization and Rates for Specialized Mental Health Services:**

- A. Payment may be requested for the services identified in this Agreement based on documented medical and service necessity and as authorized by the County, County designee or contractor if designated by the Contractor.
- B. Service authorization as determined by the County, County designee or contractor if designated by the County may change over the duration of treatment based on child’s needs. Contractor will not be reimbursed for unauthorized services. County will be responsible for service authorization and payment only for service months during which the consumer has Medi-Cal assigned to that County (County Code). If the MHP of beneficiary is changed during the course of treatment, authorization and payment responsibilities transfer to the new MHP of beneficiary.

C. The County shall reimburse Contractor at the following rates per service:

a) Mental Health Services	_____ \$3.60 _____	per minute
b) Case Management, Brokerage	_____ \$2.73 _____	per minute
c) Medication Support Services	_____ \$6.68 _____	per minute
d) Crisis Intervention	_____ \$4.50 _____	per minute
e) In Home Based Services	_____ \$2.61 _____	per minute
f) Intensive Care Coordination	_____ \$2.73 _____	per minute

**2. Medi-Cal Reimbursement Requirements:**

- A. Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, and claim submissions consistent with State and Federal requirements.
- B. Contractor shall submit a monthly Invoice SMHS rendered to child which details the units of service provided and payment rate, accompanied by the authorizing documents provided by County or designee.
- C. Contractor will cooperate with the County process for submitting the unit of service data for the County Medi-Cal billing process on the required timeline. A signed certification of claim shall be submitted with each Invoice.
- D. The County shall pay the Contractor consistent with the certified public expenditure process required by 42 CFR 433.51.
- E. If Cost Report Settlement is required, it shall be completed by the County within a reasonable timeline. Payment shall be required by County or Contractor within sixty (60) days of Settlement or as otherwise mutually agreed.

### **3. Audits:**

Contractor shall comply with County, State, or Federal Fiscal or Quality Assurance Audits and repayment requirements based on audit findings. Contractor and MHP shall each be responsible for any audit exceptions or disallowances on their part. MHP shall not withhold payment from Contractor for exceptions or disallowances for which the MHP is financially responsible, consistent with Welfare and Institutions Code 5778 (b)(4).

### **4. Records to be Maintained:**

Contractor shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. All such records, kept by Contractor shall be made available to County or its authorized representative, or officials of the county, State or Federal agencies for review or audit during normal business hours. All supporting records shall be maintained for ten (10) years or until all Audits and Appeals are completed, whichever is later.

**Exhibit C**  
HIPAA Business Associate Exhibit

**I. Recitals.**

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

B. The County of Kings (“County”) wishes to, or may, disclose to Creative Alternatives Short Term Residential Therapeutic Program (“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, Creative Alternatives Short Term Residential Therapeutic Program (“Contractor”) is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

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

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

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

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

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

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

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

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

2) **Provision of Medi-Cal Specialty Mental Health Services.** Use PHI to provide Medi-Cal Specialty Mental Health Services to patients in Contractor's facility as set forth in the Scope of Work attached to the Agreement as Exhibit A.

## III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

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

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

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

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

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

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

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

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

County of Kings  
Administration  
Attn: County Administrative Officer – HIPAA compliance officer  
1400 W. Lacey Blvd., Bldg. 1

Hanford, California 93230  
(559) 852-2589

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

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

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

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

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

County agrees to:

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

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

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

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

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

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify

the same to the County Privacy Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

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

## **VI. Termination.**

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

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

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

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

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

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

## **VII. Miscellaneous Provisions.**

A. ***Disclaimer.*** County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or



satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

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

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

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

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

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

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

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

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

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

**Attachment 1**  
Business Associate Data Security Standards

**I. General Security Controls.**

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

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

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

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

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

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

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

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

I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password

changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

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

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

## II. System Security Controls.

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

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

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

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

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

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

### **III. Audit Controls.**

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

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

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

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

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

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

### **V. Paper Document Controls.**

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

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

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

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

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

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 9, 2021

**SUBMITTED BY:** Human Services Agency – Sanja Bugay/Monica Connor

**SUBJECT:** HOUSING NAVIGATOR PROGRAM APPLICATION RESOLUTION

**SUMMARY:**

**Overview:**

The California State Department of Housing and Community Development (HCD) received authority by the Budget Act of 2019, as amended by section 2.00 of the Budget Act of 2021, to allocate funds for Housing Navigator Program (HNP) services. The Human Services Agency (HSA) is requesting approval to accept the allocation from the HCD to be utilized for home navigation.

**Recommendation:**

- a. Adopt a resolution for the Housing Navigator Program authorizing the application for and acceptance of the program allocation; and
- b. Authorize the Human Services Agency Director to sign the Allocation Acceptance Application for the Housing Navigator Program.

**Fiscal Impact:**

There is no impact to the County General Fund. There is no required County match. The HNP allocation amount for Kings County is \$34,135, which will be reflected in Administrative Budget Unit 510000 in the Client Support account 93017. Funds will be utilized to offset costs of housing navigation services and support to young adults and former foster youth who are homeless or at risk of homelessness. Sufficient appropriations exist in Fiscal Year (FY) 2021-2022 Adopted Budget.

**BACKGROUND:**

The HNP allocation was created pursuant to item 2240-102-0001 of section 2.00 of the Budget Act of 2021 (Chapter 69 of the Statutes of 2021) and Chapter 11.8 (commencing with Section 50811) of part 2 of Division 31 of the Health and Safety Code (HSC).

(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**

### **HOUSING NAVIGATOR PROGRAM APPLICATION RESOLUTION**

**November 9, 2021**

**Page 2 of 2**

The Department of HCD shall allocate \$5 million in funding to counties for the purpose of housing stability to help young adults 18 to 21 years to secure and maintain housing, with priority given to young adults formerly in the child welfare or probation systems.

The Board previously adopted Resolution No. 20-018 on March, 24, 2020 in regard to the allocation created pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the HSC. The Resolution approved acceptance of funds to be utilized for housing navigation services.

The HNP Round 2 allocation amount for Kings County is \$34,135. The allocation is based on the County's percentage of the total statewide number of young adults aged 18 through 21 in foster care. This is not an annual allocation, as funding depends on each year's annual budget.

The allocation is to be used to assist in providing supportive and housing services to assist young adults in Kings County. It will be utilized by HSA's Supportive Services Unit, which will provide subsidies and services to homeless individuals with priority given to former child welfare and probation youth.

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



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

\* \* \* \* \*

IN THE MATTER OF A RESOLUTION  
AUTHORIZING APPLICATION FOR  
AND ACCEPTANCE OF THE COUNTY  
ALLOCATION AWARDED UNDER THE  
HOUSING NAVIGATOR PROGRAM

RESOLUTION NO: \_\_\_\_\_

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance, dated July 27, 2020, under the Housing Navigator Program (“HNP”) for \$5,000,000.00, authorized by Chapter 11.8 of part 2 of Division 31 of the Health and Safety Code (Health & Saf. Code, § 50811).

WHEREAS, the Department requires the County accept the Allocation of the HNP funds;  
and

WHEREAS, the Kings County Human Services Agency (“Agency”), was awarded funds as an eligible applicant and listed in the Allocation Acceptance form, dated October 4, 2021.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Kings does hereby determine and declare:

1. That Agency is hereby authorized and directed to apply for and accept the HNP award, as detailed in the Allocation Acceptance, up to the amount authorized the Allocation Acceptance and applicable state law.
2. That if funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance and if the Department advises Agency it is eligible for an additional allocation from said remaining funds, Agency is hereby authorized and directed to accept any additional allocation of funds up to the amount authorized by Department.
3. That the Director of the Agency, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the HNP award, and to execute and deliver any and all documents required or deemed necessary or appropriate to accept the HNP award and all amendments thereto (collectively, the “Allocation Documents”).
4. That Agency shall be subject to the terms and conditions specified in the Allocation Documents, and that Applicant will use the HNP funds in accordance with the Allocation Acceptance form, other applicable laws, regulations and rules, the HNP documents, and any and all HNP requirements.

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

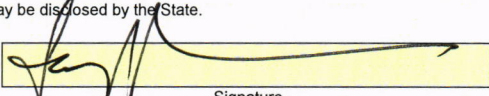
PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

AYES \_\_\_\_\_  
NOES \_\_\_\_\_  
ABSTENTIONS \_\_\_\_\_  
ABSENT \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors

<b>Housing Navigators Program (HNP) Allocation Acceptance Round 2</b>		10/4/2021
<b>County Allocation (select Applicant County in row 7 below):</b>		<b>\$34,135</b>
<p>Pursuant to the Health and Safety Code Ch. 11.8, Section 50811 (the "Statute"), the California Department of Housing and Community Development (the "Department") has allocated funding to counties for use by child welfare services agencies. This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Statute.</p>		
<b>Allocation Applicant</b>		
<b>Allocation Applicant is a County</b>		Yes
<p>Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults aged 18 to 21 years in foster care. The allocation excludes Alpine, Mono and Sierra county because their calculation did not demonstrate a need for young adults aged 18 to 21.</p>		
<b>Applicant County</b>	Kings County	
<b>Legal name of Applicant as stated on resolution:</b>	Kings County	
<b>Address</b>	1400 W. Lacey Blvd. Bldg. 8	<b>City</b> Hanford <b>State</b> CA <b>Zip</b> 93230
<b>Auth Rep Name</b>	Sanja Bugay	<b>Title</b> Director <b>Auth Rep Email</b> Sanja.Bugay@co.kings.ca.us <b>Phone</b> (559)852-2200
<b>Contact Name</b>	Cory Jasso	<b>Title</b> Social Service Supervisor <b>Email</b> Cory.Jasso@co.kings.ca.us <b>Phone</b> (559)852-2360
<b>Address</b>	1400 w. Lacey Blvd. Bldg. 8	<b>City</b> <b>State</b> CA <b>Zip</b> 93230
<b>Federal Tax ID Number (FEIN)</b>	94-600814	
<b>Administrative Fiscal Representative</b>		
<b>Legal Name</b>	Atonya Moore	<b>Contact Name</b> Atonya Moore <b>Contact Email</b> Atonya.Moore@co.kings.ca.us
<b>Phone</b>	(559)852-2214	<b>Address</b> 1400 W. Lacey Blvd. Bldg. 8 <b>City</b> Hanford <b>State</b> CA <b>Zip</b> 93230
<b>File Name:</b>	<b>App Resolution</b>	Reference sample resolution document <b>Attached to email?</b> Yes
<b>File Name:</b>	<b>App TIN</b>	Reference Taxpayer Identification Number (TIN) document <b>Attached to email?</b> Yes
<b>Use of Funds</b>		
<p>Funds shall be used to help young adults who are 18 to 21 years of age secure and maintain housing. Use of funds may include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1) Identify and assist housing services for this population in your community;</li> <li>2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system);</li> <li>3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and</li> <li>4) Provide engagement in outreach and targeting to serve those with the most severe needs.</li> </ol>		
<b>Expenditure of Funds</b>		
<p>Any grant funds remaining unexpended as of June 30, 2024 must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300, no later than July 31, 2024 and must reference the Contract Number.</p>		
<b>Allocation Acceptance Requirements</b>		
<p>In order to accept and receive an allocation, applicants must submit the following: Signed Allocation Acceptance form, Signed Resolution, and TIN Form. HCD will only accept applications electronically via email no later than 5:00 p.m. on:</p> <p style="text-align: center;"><b>Friday, November 12, 2021</b></p> <p style="text-align: center;">HCD will only accept applications electronically at the following email address:  <a href="mailto:HNP@hcd.ca.gov">HNP@hcd.ca.gov</a></p>		
<b>Reporting Requirements</b>		
<p>Applicant acknowledges and agrees to submit an annual report to the Department for the two years following distribution of TAY Program funds addressing the following:</p> <p>A.Number of program participants served with program funds                  B.Details on use of program funds                  C.Details on housing navigators and other subcontractors                  D.Number of program participants served who were in the state's foster care system                  E. Number of program participants who were homeless at time of program entry                  F.Number of program participants who exited homelessness into temporary housing                  G.Number of program participants who exited homelessness into permanent housing.</p>		Yes
<b>Certification</b>		
<p>On behalf of the entity identified in the signature block below, I certify that:                  The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.                  I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.                  In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.</p>		
Sanja Bugay	Director	 Signature
Printed Name	Title of Signatory	Date
Name: Sanja Bugay	Phone Number: (559)852-2200	10/22/21
Address: 1400 W. Lacey Blvd. Bldg. 8	City: Hanford	State: CA Zip: 93230





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 9, 2021

**SUBMITTED BY:** Human Services Agency – Sanja Bugay/Monica Connor

**SUBJECT:** TRANSITIONAL HOUSING PROGRAM APPLICATION RESOLUTION

### **SUMMARY:**

#### **Overview:**

The California State Department of Housing and Community Development (HCD) received authority by the Budget Act of 2021 to allocate funds for Transitional Housing Program (THP) services. The Human Services Agency (HSA) is requesting approval to accept the allocation from the HCD to be utilized for transitional housing pursuant in part to Section 2.00 of the Budget Act of 2021.

#### **Recommendation:**

- a. Adopt a resolution for the Transitional Housing Program authorizing the application for and acceptance of the program allocation; and
- b. Authorize the Human Services Agency Director to sign the Allocation Acceptance Application for the Transitional Housing Program.

#### **Fiscal Impact:**

There is no impact to the County General Fund. There is no required County match. The THP allocation amount for Kings County is \$40,000, which will be reflected in the Administrative Budget Unit 510000, in the Client Support account 93017. Funds will be utilized to offset costs of housing support of young adults and former foster youth who are homeless or at risk of homelessness. Sufficient appropriations exist in Fiscal Year (FY) 2021-2022 Adopted Budget.

### **BACKGROUND:**

The THP allocation was created pursuant to item 2240-102-0001 of section 2.00 of the Budget Act of 2021 (Chapter 69 of the Statutes of 2021) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code (HSC).

(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**

### **TRANSITIONAL HOUSING PROGRAM APPLICATION RESOLUTION**

**November 9, 2021**

**Page 2 of 2**

The Department of HCD shall allocate \$8 million in funding to counties for the purpose of housing stability to help young adults 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.

The Board previously adopted two Resolutions for the THP allocation that approved acceptance of funds to be utilized for transitional housing services. The first being Resolution No. 20-018 adopted on March, 24, 2020 in regard to the allocation created pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC). The second Resolution, Resolution No. 21-001, adopted on January 5, 2021 in regard to the allocation created pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2012 (Chapter 6 of the Statutes of 2020) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the HSC.

The THP allocation amount for Kings County is \$40,000. The allocation is based on the County's percentage of the total statewide number of young adults aged 18 to 25 years, who were in the foster care system. This allocation will continue annually.

The allocation is to be used to provide housing and supportive services to assist young adults in Kings County. It will also be utilized by HSA's Supportive Services Unit, which will provide subsidies and services to homeless individuals who are former foster youth.

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

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

\* \* \* \* \*

IN THE MATTER OF A RESOLUTION  
AUTHORIZING APPLICATION FOR  
AND ACCEPTANCE OF THE COUNTY  
ALLOCATION AWARDED UNDER THE  
TRANSITIONAL HOUSING PROGRAM

---

RESOLUTION NO: \_\_\_\_\_

WHEREAS, the State of California, Department of Housing and Community Development (“Department”) issued an Allocation Acceptance, dated July 27, 2020, under the Transitional Housing Program (“THP Program”) for \$8,000,000.00, authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2021 (Chapter 69 of the Statutes of 2021) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code;

WHEREAS, the Department requires the County accept the Allocation of THP Program funds; and

WHEREAS, the Kings County Human Services Agency (“Agency”), was awarded funds as an eligible applicant and listed in the Allocation Acceptance form, dated October 1, 2021.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Kings does hereby determine and declare:

1. That Agency is hereby authorized and directed to apply for and accept the THP Program award, as detailed in the Allocation Acceptance, up to the amount authorized the Allocation Acceptance and applicable state law.
2. That if funds remain available for allocation after the deadline for submitting a signed Allocation Acceptance and if the Department advises Agency it is eligible for an additional allocation from said remaining funds, Agency is hereby authorized and directed to accept any additional allocation of funds up to the amount authorized by Department.
3. That the Director of the Agency, or his or her designee, is hereby authorized and directed to act on behalf of County in connection with the THP Program award, and to execute and deliver any and all documents required or deemed necessary or appropriate to accept the THP Program award and all amendments thereto (collectively, the “Allocation Documents”).
4. That Agency shall be subject to the terms and conditions specified in the Allocation Documents, and that Applicant will use the THP Program award funds in accordance with the

Allocation Acceptance form, other applicable laws, regulations and rules, the THP Program documents, and any and all THP Program requirements.

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

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

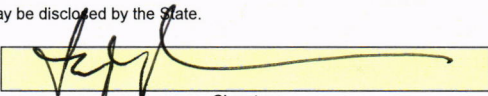
AYES \_\_\_\_\_  
NOES \_\_\_\_\_  
ABSTENTIONS \_\_\_\_\_  
ABSENT \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Deputy Clerk of the Board of Supervisors



<b>Transitional Housing Program (THP) Allocation Acceptance Round 3</b>										Rev. 10/01/2021	
<b>County Allocation (select Applicant County in row 7 below):</b>										<b>\$40,000</b>	
Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2021 (Chapter 69 of the Statutes of 2021) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate \$8 million in funding to counties for the purpose of housing stability to help young adults 18 to 24 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.											
<b>Allocation Applicant</b>											
<b>Allocation Applicant is a County</b>											Yes
Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults aged 18 to 24 years in foster care. The allocation excludes Alpine and Sierra county because their calculation did not demonstrate a need for young adults aged 18 to 24.											
<b>Applicant County</b>		Kings County									
<b>Legal name of Applicant as stated on resolution:</b> Kings County											
Address: 1400 W. Lacey Blvd. Bldg. 8				City: Hanford		State: CA		Zip: 93230			
Auth Rep Name: Sanja Bugay		Title: Director		Auth Rep Email: Sanja.Bugay@co.kings.ca.us		Phone: (559)852-2200					
Contact Name: Cory Jasso		Title: Social Service Supervisor		Email: Cory.Jasso@co.kings.ca.us		Phone: (559)852-2360					
Address: 1400 W. Lacey Blvd. Bldg. 8				City: Hanford		State: CA		Zip: 93230			
<b>Federal Tax ID Number (FEIN)</b> 94-600814											
<b>Administrative Fiscal Representative</b>											
Legal Name: Atonya Moore		Contact Name: Atonya Moore		Contact Email: Atonya.Moore@co.kings.ca.us							
Phone: (559)852-2214		Address: 1400 W. Lacey Blvd. Bldg. 8		City: Hanford		State: CA		Zip: 93230			
<b>File Name:</b> App Resolution		Reference sample resolution document						Attached to email?		Yes	
<b>File Name:</b> App TIN		Reference Taxpayer Identification Number (TIN) document						Attached to email?		Yes	
<b>Use of Funds</b>											
Funds shall be used to help young adults who are 18 to 24 years of age secure and maintain housing. Use of funds may include, but are not limited to: 1) Identify and assist housing services for this population in your community; 2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system); 3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and 4) Provide engagement in outreach and targeting to serve those with the most severe needs.											
<b>Expenditure of Funds</b>											
Any grant funds remaining unexpended as of June 30, 2024, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300, no later than July 31, 2024 and must reference the Contract Number.											
<b>Allocation Acceptance Requirements</b>											
In order to accept and receive an allocation, applicants must submit the following: Signed Allocation Acceptance form, Signed Resolution, and TIN Form. HCD will only accept applications electronically via email no later than 5:00 p.m. on:  <p style="text-align: center;"><b>Friday, November 12, 2021</b></p> <p style="text-align: center;">HCD will only accept applications electronically at the following email address:  <a href="mailto:THP@hcd.ca.gov">THP@hcd.ca.gov</a></p>											
<b>Reporting Requirements</b>											
Applicant acknowledges and agrees to submit an annual report to the Department for the two years following distribution of TAY Program funds addressing the following:  A.The number of program participants served with program funds B.Details on use of program funds C.Details on housing navigators and other subcontractors D.Number of program participants served who were in the state's foster care system E.Number of program participants served who were in the state's probation system F.Number of program participants who exited homelessness into temporary housing. G.The number of program participants who exited homelessness into permanent housing.											Yes
<b>Certification</b>											
On behalf of the entity identified in the signature block below, I certify that: The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct. I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above. In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.											
Sanja Bugay		Director								10/22/21	
Printed Name		Title of Signatory		Signature						Date	
Name: Sanja Bugay		Phone Number: (559)852-2200									
Address: 1400 W. Lacey Blvd. Bldg. 8				City: Hanford		State: CA		Zip: 93230			





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 9, 2021

**SUBMITTED BY:** Department of Public Health – Darcy Pickens/Heather Silva  
**SUBJECT:** DISEASE INTERVENTION SPECIALIST WORKFORCE DEVELOPMENT FUNDING

**SUMMARY:**

**Overview:**

The California Department of Public Health has allocated the Kings County Department of Public Health \$120,080 annually in an effort to support the expansion of the Disease Intervention Specialist workforce to help mitigate the spread of communicable disease for the period of July 1, 2021 through December 31, 2025. The grant funds must be used to expand, train, and sustain a response-ready Disease Intervention Specialist workforce within the local health jurisdiction.

**Recommendation:**

- a. Authorize the Interim Public Health Director to accept the California Department of Public Health Disease Intervention Workforce Development funding allocation;
- b. Authorize the Interim Public Health Director to sign any associated invoices and revisions to the initial work and spend plan;
- c. Allocate 1.0 Full-Time Equivalent Program Manager in Budget Unit 411300;
- d. Allocate 1.0 Full-Time Equivalent Licensed Vocational Nurse in Budget Unit 411300; and
- e. Adopt the budget change (4/5 vote required)

**Fiscal Impact:**

There will be no impact to the County General Fund. The allocation will increase the Department’s budget by \$120,080 in budget unit 411300 (Communicable Disease Clinic). An additional \$65,034 in the previously approved Enhancing Laboratory Capacity grant budget will be allocated to cover the

(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**

### **DISEASE INTERVENTION SPECIALIST WORKFORCE DEVELOPMENT FUNDING**

**November 9, 2021**

**Page 2 of 2**

remaining portion of salary and benefits for the proposed Program Manager position within the same budget unit.

#### **BACKGROUND:**

The California Department of Public Health has made funds locally available as part of the federal grant award for Strengthening Sexually Transmitted Disease (STD) Prevention and Control for Health Departments (STD PCHD): Enhanced Activities, Catalog of Federal Domestic Assistance (CFDA) #93.977, from the Centers for Disease Control and Prevention (CDC). The purpose of the funds is to expand the Disease Intervention Specialist (DIS) workforce to strengthen the capacity of local public health departments to mitigate the spread of communicable disease.

Disease Intervention Specialist staff implement key prevention and control strategies for STD, human immunodeficiency virus (HIV), COVID-19, and other infectious diseases by increasing capacity to conduct disease investigation (case investigation and contact tracing), linkage to prevention and treatment, case management and oversight, and outbreak response for STD, HIV, COVID-19 and other infectious diseases. Management of the local and statewide increase in syphilis cases is expected to be a priority for incoming DIS staff before transitioning to support for broader communicable disease efforts.

The addition of numerous staff to the growing Communicable Disease (CD) Unit of the Department through a variety of funding sources requires the addition of a Program Manager position to ensure appropriate oversight. The DIS Workforce Development funding will support approximately 40% of the 1.0 FTE Program Manager position, with the remaining 60% of time funded by the previously approved Enhancing Laboratory Capacity (ELC) grant, which also supports communicable disease services.

There is no contract associated with this funding.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

**(A) New Appropriation**

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health – Communicable Disease Clinic	Salary	100000	411300/402400	91000	73,114
General	Health – Communicable Disease Clinic	Retirement	100000	411300/402400	91005	16,034
General	Health – Communicable Disease Clinic	Health Insurance	100000	411300/402400	91007	17,826
General	Health – Communicable Disease Clinic	Mgmt. Life Insurance	100000	411300/402400	91008	181
General	Health – Communicable Disease Clinic	Unemployment Insurance	100000	411300/402400	91011	140
General	Health – Communicable Disease Clinic	SS-Medicare	100000	411300/402400	91012	5,593
General	Health – Communicable Disease Clinic	Special Departmental	100000	411300/402400	92063	7,192
					<b>TOTAL</b>	<b>120,080</b>

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health – Communicable Disease Clinic	Fed Aid – STD DIS Workforce	100000	411300/402400	86049	120,080
					<b>TOTAL</b>	<b>120,080</b>

**(B) Budget Transfer:**

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
General	Health – Communicable Disease Clinic	Special Departmental	100000	411300/401200	92063	65,034
					<b>TOTAL</b>	<b>65,034</b>

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
General	Health – Communicable Disease Clinic	Salary	100000	411300/401200	91000	42,482
General	Health – Communicable Disease Clinic	Retirement	100000	411300/401200	91005	9,316
General	Health – Communicable Disease Clinic	Health Insurance	100000	411300/401200	91007	9,698
General	Health – Communicable Disease Clinic	Mgmt. Life Insurance	100000	411300/401200	91008	228
General	Health – Communicable Disease Clinic	Unemployment Insurance	100000	411300/401200	91011	60

General	Health – Communicable Disease Clinic	SS-Medicare	100000	411300/ 401200	91012	3,250
					TOTAL	65,034

Explanation: The California Department of Public Health (CDPH) has allocated \$120,080 annually to the Kings County Department of Public Health (KCDPH) covering the term of July 1, 2021 to December 31, 2025. A budget transfer is also requested in the ELC program to fund the remaining balance of the new Program Manager position.

Auditor Approval \_\_\_\_\_ Department Head 

CAO Approval \_\_\_\_\_ Board Approval \_\_\_\_\_

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# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 9, 2021

**SUBMITTED BY:** Department of Public Health –Darcy Pickens/Heather Silva  
**SUBJECT:** MONOCLONAL ANTIBODY THERAPY PILOT PROJECT  
**SUMMARY:**

**Overview:**

Kings County is experiencing an increase in residents testing positive for COVID-19, as well as an increase in hospitalizations due to the virus. COVID-19 case investigation and other preventative services such as Monoclonal Antibody Therapy are required to reduce the community spread of COVID-19 throughout the communities in Kings County.

**Recommendation:**

- a. Approve the agreement with Adventist Health Central Valley Network for a COVID-19 Monoclonal Antibody Therapy Pilot program, retroactively effective from November 1, 2021 to January 31, 2022; and
- b. Authorize the Interim Public Health Director to amend the agreement as necessary for program implementation without requiring further board approval so long as any amendment is immaterial.

**Fiscal Impact:**

There will be no impact on the General Fund associated with this request. The cost associated with the proposed contract is \$120,000 through January 31, 2022 and will be covered with Health Realignment funds.

**BACKGROUND:**

Monoclonal Antibody Therapy in the form of the product REGEN-COV has emergency use authorization for the treatment of COVID-19 in eligible high-risk populations, may be used as a post-exposure prophylaxis treatment as medically appropriate, and there is mounting evidence of the product's critical role in reducing hospitalization and death in COVID-19 patients. In an effort to make monoclonal antibody therapy more accessible to Kings

(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

### MONOCLONAL ANTIBODY THERAPY PILOT PROJECT

November 2, 2021

Page 2 of 2

County residence for whom it is medically appropriate, the Health Department proposes to partner with Adventist Health Central Valley Network to implement a pilot program in some of Kings County's most underserved areas; Corcoran, Avenal, and the Hanford Neighborhood of Home Garden. Once the pilot program is complete, lessons learned and best practices as demonstrated during that period will be incorporated into plans for ongoing service support and agreements with additional providers as resources allow.

The Pilot COVID-19 Antibody Therapy Program Services are to include:

1. Patient referral, eligibility screening, and care coordination (including but not limited to scheduling and assistance arranging patient transport);
2. Administration of REGEN-COV COVID-19 Antibody Therapy and requisite monitoring; and
3. Program marketing

Administration of REGEN-COV will be made available to Kings County residents based on current Food and Drug Administration (FDA) Emergency Use Authorization (EUA) guidelines. Participants will be eligible based on meeting one of the following two patient categories (or as updated EUA guidelines allow):

- a) Adult and pediatric patients (12 years of age and older) with positive results of direct SARS-CoV-2 viral testing, and who are at high risk for progression to severe COVID-19, including hospitalization or death.
- b) Post-exposure prophylaxis treatment of COVID-19 in adult and pediatric patients who are at high risk for progression to severe COVID-19, including hospitalization or death, **and:**
  - i. Not fully vaccinated **or** who are not expected to mount an adequate immune response to complete SARS-CoV-2 vaccination (for example, individuals with immunocompromising conditions including those taking immunosuppressive medications) **and**
  - ii. Have been exposed to an individual infected with SARS-CoV-2 consistent with close contact criteria per Centers for Disease Control and Prevention (CDC).

Services are to be provided free of charge to eligible patients; legal residency status, ability to pay, and/or insurance status may not be a condition of eligibility for program participants. Services are to be provided using the Kings County Department of Public Health mobile unit outside Adventist clinics in the Home Garden Community Services District, Corcoran, and Avenal.

The agreement has been reviewed and approved by County Counsel as to form. Copies of the full agreement and Sole Source Justification are available with the Clerk to the Board for your review.



**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN COUNTY OF KINGS AND ADVENTIST HEALTH CENTRAL  
VALLEY NETWORK**

THIS AGREEMENT is made and entered into as of the 1 day of November, 2021, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Adventist Health Central Valley Network (hereinafter “Contractor”).

**RECITALS**

WHEREAS, the County requires a County-wide pilot of COVID-19 antibody therapy treatment services; and

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

NOW, THEREFORE, the parties mutually agree as follows:

**1. SCOPE OF SERVICES**

The County hereby engages Contractor and Contractor shall do, perform, and carry out services as set forth in **Exhibit A**, to include the following:

Creation and marketing of a COVID-19 Antibody Therapy (Regen-Cov Therapy) Pilot Program that makes Regen-Cov medication accessible to up to 200 high-risk, COVID-positive cases and close contacts in Hanford, Avenal, and Corcoran (“Services”).

Services will be delivered to patients without charge, and will be provided outside Adventist Health clinics in Avenal, Corcoran, and the Home Garden neighborhood of Hanford using the Kings County Department of Public Health (KCDPH) mobile clinic.

The overarching goal of the contract is to decrease the number of severe COVID-19 cases and hospitalizations in Kings County, thereby mitigating the negative impact on the local healthcare system and subsequent negative impacts on Kings County residents.

**2. RESPONSIBILITIES OF CONTRACTOR**

Contractor possesses the requisite skills necessary to perform the work under this

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

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

### **3. COMPENSATION**

Contractor compensation is not to exceed \$120,000 as compensation in full for the services rendered under this Agreement. Contractor shall not be entitled to nor receive additional compensation from the County unless this Agreement is amended in writing by both parties. Estimated budget expenses set forth in **Exhibit B**.

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

Upon submission of an invoice by Contractor, and upon approval of the County's representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Each invoice must be provided no later than the 15<sup>th</sup> of the month following the billable period, and include a description of services rendered, to whom, date of service and the charges according to the agreed upon method.

### **4. TERM**

This Agreement shall be in full force and effect from November 1, 2021 to January 31, 2022 unless otherwise terminated or modified in accordance with its terms.

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

Contractor shall maintain full, complete, and accurate records with respect to all

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

## **6. AMENDMENTS**

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

## **7. TERMINATION**

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, 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 this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

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

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

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

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

## **8. INSURANCE**

A. Without limiting the County's right to obtain indemnification from the Contractor or any third parties, prior to the commencement of work or execution of this Agreement, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from the Contractor's Insurance Carrier guaranteeing such coverage to the County's Risk Manager. Such page shall be mailed or otherwise delivered as set forth under the Notice section of this Agreement prior to its execution. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend, or terminate 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. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

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

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

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

C. Each of the above required policies shall be endorsed to provide 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 Contractor to furnish insurance during the term of this Agreement.

## **9. INDEMNIFICATION**

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

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

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

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

#### **10. INDEPENDENT CONTRACTOR**

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

#### **11. COMPLIANCE WITH LAW**

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

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

#### **12. CONFIDENTIALITY**

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

#### **13. CONFLICT OF INTEREST**

Contractor warrants that its executives, and employees, or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement.

Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

#### **14. NONDISCRIMINATION**

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

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

#### **15. SUBCONTRACTORS**

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

#### **16. ASSIGNMENT**

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

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

Neither party shall be responsible for any delay caused by natural disaster, epidemic (other than the pandemic involving the virus identified as COVID-19), war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

**18. OWNERSHIP OF DOCUMENTS**

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

**19. NOTICE**

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

**COUNTY:**

**CONTRACTOR:**

Kings County Department of Public Health  
330 Campus Drive  
Hanford, CA 93230

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

**20. CHOICE OF LAW**

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

**21. SEVERABILITY**



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

## **22. SURVIVAL**

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

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

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

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

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

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

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

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

**25. AUTHORITY**

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

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

COUNTY OF KINGS

CONTRACTOR

By: \_\_\_\_\_  
Evan Jones, Purchasing Manager

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

Approved and Endorsements Received:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sande Huddleston, Risk Manager

By: \_\_\_\_\_  
Diane Freeman, Deputy County Counsel

Exhibits/Attachments:

**Exhibit A:** Scope of Work

**Exhibit B:** Estimated Expenses

**Exhibit C:** HIPAA Business Associate Agreement

**Attachment 1:** Business Associate Data Security Standards

**Exhibit A**  
Scope of Work

**Service Scope & Patient Eligibility**

The Pilot COVID-19 Antibody Therapy Program Services are to include:

1. Patient referral, eligibility screening, and care coordination (including but not limited to scheduling and assistance arranging patient transport);
2. Administration of REGEN-COV COVID-19 Antibody Therapy and requisite monitoring;  
and
3. Program marketing

Administration of REGEN-COV will be made available to Kings County residents based on current Food and Drug Administration (FDA) Emergency Use Authorization (EUA) guidelines.

Participants will be eligible based on meeting one of the following two patient categories:

- a) Adult and pediatric patients (12 years of age and older) with positive results of direct SARS-CoV-2 viral testing, and who are at high risk for progression to severe COVID-19, including hospitalization or death (see *High-Risk Patient Populations*, below).
- b) Post-exposure prophylaxis treatment of COVID-19 in adult and pediatric patients who are at high risk for progression to severe COVID-19, including hospitalization or death (see *High-Risk Patient Populations*, below), **and**:
  - i. Not fully vaccinated **or** who are not expected to mount an adequate immune response to complete SARS-CoV-2 vaccination (for example, individuals with immunocompromising conditions including those taking immunosuppressive medications) **and**
  - ii. Have been exposed to an individual infected with SARS-CoV-2 consistent with close contact criteria per Centers for Disease Control and Prevention (CDC).

Services are to be provided free of charge to eligible patients; legal residency status, ability to pay, and/or insurance status may not be a condition of eligibility for program participants.

**High Risk Populations**

The following medical conditions or other factors may place adults and pediatric patients (age 12-17 years and weighing at least 40 kg) at higher risk for progression to severe COVID-19, and broadly define the term “High-Risk Patients” as it applies to eligible program participants within this contract, and within the confines of the current REGEN-COV EUA :

- Older age (for example, age  $\geq 65$  years of age)
- Obesity or being overweight (for example, BMI  $> 25$  kg/m<sup>2</sup> , or if age 12-17, have BMI  $\geq 85$ th percentile for their age and gender based on CDC growth charts, [https://www.cdc.gov/growthcharts/clinical\\_charts.htm](https://www.cdc.gov/growthcharts/clinical_charts.htm))
- Pregnancy
- Chronic kidney disease

- Diabetes
- Immunosuppressive disease or immunosuppressive treatment
- Cardiovascular disease (including congenital heart disease) or hypertension
- Chronic lung diseases (for example, chronic obstructive pulmonary disease, asthma [moderate-to-severe], interstitial lung disease, cystic fibrosis and pulmonary hypertension)
- Sickle cell disease
- Neurodevelopmental disorders (for example, cerebral palsy) or other conditions that confer medical complexity (for example, genetic or metabolic syndromes and severe congenital anomalies)
- Having a medical-related technological dependence (for example, tracheostomy, gastrostomy, or positive pressure ventilation (not related to COVID-19))
- Other medical conditions or factors that, at the discretion of the clinical provider under current CDC and FDA guidance, place patients at high risk for progression to severe COVID-19.

These patient eligibility guidelines are based off the most current REGEN-COV Food FDA EUA Fact Sheet for Providers available as of September 9, 2021, and are meant as a general guide only. Current medical guidelines, FDA authorized treatment parameters, and the clinical judgement of the lead medical provider over the Antibody Therapy pilot program will be used in the administration of all medications, as well as in the determination of patient risk-level qualifying an individual for treatment.

**Service availability:** Services are to be made available in at least one location as identified below, Monday through Friday through the term of the contract. With the understanding that patient demand will increase as weeks progress and operational hours will be adjusted to that demand. Hours of operation are to be determined by the Contractor and should be tailored to the needs of the patient-population, to the extent feasible.

**Location:** Services are to be provided using the Kings County Department of Public Health mobile unit outside the Adventist clinics in Home Garden Community Services District, Avenal, and Corcoran.

**Staffing:** Staffing is to include, at minimum, one (1) Nurse Practitioner or equivalent level provider, one (1) Medical Assistant (or equivalent), one (1) Patient Care Coordinator, and one (1) Project Manager.

**Deliverables:**

Weekly report on the number of patients served and patient demographics, including but not limited to age, gender, race/ethnicity, income level, and city of residence. Final report on patient outcomes to include the total number of patients served, number hospitalized, and number of deaths.

**Exhibit B**  
Estimated Expenses

<b>Item</b>	<b>Justification</b>	<b>Estimated Cost</b>	<b>Total</b>
Staffing: 9 weeks	Initial Program Coordination (8 hours total), patient care coordination and program marketing, and medication administration, patient education and observation.	\$105,980	
Supplies: Medical Support	Emesis bags, bio-hazard bins, chux, thermometers, cleaning supplies, hazard disposal	\$416	
Supplies: Personal Protective Equipment	Surgical masks, N95s, hair coverings, face shields, gowns, gloves, shoe covers, hand sanitizer	\$153	
Supplies: Medication Administration	Adhesive bandages, sterile alcohol wipes, needles, syringes, sharps container, gauze pads	\$897	
Crash Carts	Three carts, one for emergency response at each location	\$1,440	
Supplies: Communications/IT	Laptop, wi-fi hotspot, printer, label printer, medication scanner, power strip	\$4,410	
Marketing	Development, printing	\$2,000	

\*Budget estimate based on 200-patient volume over the two-month pilot period. Invoiced amount not to exceed \$120,000.

**Exhibit C**  
HIPAA Business Associate Exhibit

**I. Recitals.**

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

B. The County of Kings (“County”) wishes to, or may, disclose to Adventist Health (“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, Adventist Health (“Contractor”) is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

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

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

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

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

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

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

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

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

2) *Provision of Mobile Testing Services.* Use PHI to provide mobile testing services for COVID-19 on behalf of the County. Said services are set forth in the Scope of Services, set forth in Section 1 of the Agreement.

## **III. Responsibilities of Business Associate.**

Business Associate agrees:

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

B. *Safeguards.* To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written

information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

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

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

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

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

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

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

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

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

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

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

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

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



disclosure.

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

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

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

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

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

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

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

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

County agrees to:

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

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

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

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

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

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

A. Failure to detect or

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

## **VI. Termination.**

A. ***Termination for Cause.*** Upon County's knowledge of a material breach of

this Exhibit by Business Associate, County shall:

- 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;
- 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or
- 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

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

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

## **VII. Miscellaneous Provisions.**

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

**B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such

developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

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

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

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

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

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

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

G. ***Survival.*** The respective rights and obligations of Business Associate

under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

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

**Attachment 1**  
Business Associate Data Security Standards

**I. General Security Controls.**

1. ***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.

2. ***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.

3. ***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.

4. ***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.

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

6. ***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.

7. ***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.

8. **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.

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

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

10. **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 twenty (20) minutes of inactivity.

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

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

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

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

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

### **III. Audit Controls.**

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

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

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

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

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

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



be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

## **V. Paper Document Controls.**

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

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

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

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

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

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 9, 2021

**SUBMITTED BY:** Department of Public Health – Darcy Pickens/Heather Silva

**SUBJECT:** LICENSED VOCATIONAL NURSE POSITION IN THE HEALTH DEPARTMENT

**SUMMARY:**

**Overview:**

The Public Health Department would like to add a Licensed Vocational Nurse position to the department. This position would provide COVID-19 services and support to our Communicable Disease team under the Public Health Clinic.

**Recommendation:**

**Allocate 1.0 Full-Time Equivalent Licensed Vocational Nurse in Budget Unit 419600.**

**Fiscal Impact:**

There will be no cost to the General Fund. The annual cost for 1.0 FTE Licensed Vocational Nurse is \$69,532. The cost of this position will be funded with the California Equitable Recovery grant and the COVID-19 Immunization grant in budget unit 419600. Sufficient appropriations were included in the Fiscal Year 21/22 Adopted Budget.

**BACKGROUND:**

The addition of the COVID-19 vaccines to the list of immunizations (IZs) offered by the Department has increased the resources required to maintain IZ services on a daily basis. Ongoing IZ services include not only COVID-19, but also the annual flu vaccine, childhood immunizations and vaccines specifically protective for older adult populations, such as shingles. Each of the COVID-19 vaccines requires specialized storage and handling, daily monitoring of Emergency Use Authorization (EUA) updates and eligibility guidelines, and longer patient monitoring than is typically required with vaccination. While contracted medical staff assist with meeting the increased vaccine demand of recent months, an additional full-time department employee is necessary to incorporate the COVID-19 vaccines into IZ services long-term. Funding is available to help meet this need through the COVID-19 Immunization grant.

(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**

### **LICENSED VOCATIONAL NURSE POSITION IN THE HEALTH DEPARTMENT**

**November 9, 2021**

**Page 2 of 2**

Further, ongoing service availability in the outlying clinics in Corcoran and Avenal remains a department priority, and additional staff are necessary to sustain a presence in those clinics long-term. Service availability related to immunization, sexually transmitted infections (STI), and general health education can be expanded through the proposed additional Licensed Vocational Nurse (LVN). A portion of the position will be funded by the California Equitable Recovery Initiative (CERI), made available to help ensure a more equitable approach to service provision is maintained, with the balance being funded through the previously mentioned COVID-19 Immunizations grant.



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 9, 2021

**SUBMITTED BY:** Administration – Edward Hill/Kyria Martinez/ Matthew Boyett  
**SUBJECT:** AGREEMENTS WITH STRATFORD AND KETTLEMAN CITY COMMUNITY SERVICE DISTRICTS FOR UTILITY ARREARAGES  
**SUMMARY:**

### **Overview:**

The COVID-19 pandemic brought many economic challenges to the residents of Kings County. To ensure the equitable recovery of the county and to provide economic relief to those negatively impacted by the pandemic, the Board authorized \$500,000 of American Rescue Plan Act (ARPA) funding to be allocated towards residents' utility arrearages in the community service districts (CSDs) of Armona, Home Garden, Kettleman City, and Stratford.

### **Recommendation:**

- a. Approve the agreement with the Stratford Public Utility District for residential customer utility arrearages; and
- b. Approve the agreement with the Kettleman City Community Services District for residential customer utility arrearages.

### **Fiscal Impact:**

There is no impact to County General Fund. The agreement amount for Stratford Public Utility District is \$42,253 for water, sewer, and trash arrearages. The agreement amount for Kettleman City Community Services District is \$64,698 for water, sewer, and trash arrearages. The amounts paid to the CSDs will not include late fees, overage charges, streetlights, and commercial accounts. Both agreements total \$106,951 and will be paid from the County's ARPA funding allocation to the respective CSDs.

### **BACKGROUND:**

On May 11, 2021, ARPA was signed into law to provide support to state, local, and tribal governments in responding to the health and economic impacts of COVID-19. To ensure the equitable recovery of the county and to provide economic relief to those negatively impacted by the pandemic, the Board authorized \$500,000 of  
(Cont'd)

**BOARD ACTION:**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **AGREEMENTS WITH STRATFORD AND KETTLEMAN CITY COMMUNITY SERVICE DISTRICTS FOR UTILITY ARREARAGES**

**November 9, 2021**

**Page 2 of 2**

ARPA funding to be allocated towards residents' utility arrearages in the CSDs of Armona, Home Garden, Kettleman City, and Stratford.

The County met with all four CSDs, identified the utilities eligible for ARPA funding, and gathered residential client utility arrearages amounts from CSD databases.

As part of the agreement the utilities paid are from arrears from charges occurring January 27, 2020 to August 31, 2021. The date of January 27, 2020, is the date attributed to the date the United States Department of Treasury interim rules declares ARPA funds can be used and considered a public emergency.

For transparency service districts will provide notice to each utility customer listed on the above invoice that his or her arrears debt has been discharged in full from the time period of January 27, 2020 to August 31, 2021 and provide notice to the County once the resident is notified.

After identifying all the necessary information, the County drafted and submitted utility arrearages agreements to all four CSDs. Each agreement would need to first be approved by each respective CSD board before coming to the County Board of Supervisors (BOS) for final approval. Stratford Public Utility District and Kettleman City Community Services District submitted their approved agreements for final BOS approval. The County is still awaiting the CSD-approved agreements from Armona and Home Garden. Once those agreements are received by the County, such agreements will be brought to the Board for final approval.

These agreements have been reviewed and approved by County Counsel as to form.

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

**AGREEMENT BETWEEN THE COUNTY OF KINGS AND THE STRATFORD PUBLIC UTILITY DISTRICT TO PAY UTILITY ARREARS OUT OF FUNDING RECEIVED UNDER THE AMERICA RESCUE PLAN ACT**

**THIS AGREEMENT** is entered into by and between the County of Kings (“County”) and the Stratford Public Utility District, a Community Services District (“Recipient”), referred to individually herein as “Party” or collectively as “Parties,” on the following terms and conditions:

WHEREAS, the County received funding under the American Rescue Plan Act (“ARPA”) to mitigate the impacts of COVID-19 throughout the county; and

WHEREAS, Recipient suffered a significant loss of revenue as a direct result of the economic impacts of the COVID-19 pandemic in the form of unpaid utility bills (“utility arrears”) for multiple customers within Recipient’s service area; and

WHEREAS, the County may use its ARPA funding to mitigate negative economic impacts of the COVID-19 pandemic by paying Recipient’s utility arrears; and

WHEREAS, the Kings County Board of Supervisors (“the Board”) has determined this is a good and proper use of the County’s allocated ARPA funds.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the County and Recipient hereby agree as follows:

- 1. PAYMENT OF UTILITY ARREARS.** The County agrees to pay the outstanding balances of Recipient’s utility customers for amounts in arrears attributable to charges occurring from January 27, 2020 to August 31, 2021 excluding late fees, overage charges, streetlights, and commercial accounts. Payment shall be subject to the following terms, conditions, and limitations:
  - a. Recipient shall provide the County with an invoice for up to the following amounts outstanding for:
    - a. Water: \$17,119.88;
    - b. Sewer: \$18,190.80;
    - c. Trash: \$6,942.00;
  - b. Said invoice shall include the total amount outstanding as well as the individual amounts owed by each utility customer, the customer’s name, account number, and address;
  - c. Recipient shall provide notice to each utility customer listed on the above invoice that his or her debt has been discharged in full and shall provide a copy of said notice to the County;
  - d. Recipient shall only use the funds provided under this Agreement to pay the

outstanding utility bills of its customers as provided herein; and

- e. Recipient shall allow the County to audit Recipient's records to determine if the funds have been used in accordance with this agreement.

**2. LIABILITY OF COUNTY.** Notwithstanding any other provision of this Agreement, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any unpaid utilities, special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

**3. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE.** Each Party shall hold harmless, defend, and indemnify the other Party, its agents, officials, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including injury to any person and/or damage to property arising out of or relating the Party's acts or omissions under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**4. RECORDS.** Recipient shall maintain complete and accurate records with respect to the receipt and disbursement of funds under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the County or the Federal or State government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

**5. NOTICES.** Any notice to be given must be in writing and be either personally delivered, sent by electronic mail (email), or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**  
County Administrative Officer  
1400 W. Lacey Blvd.  
Hanford, CA 93230

Phone No.: (559) 852-2375  
Fax No.: (559) 582- 8261

**With a Copy To:**

**RECIPIENT:**  
Stratford Public Utility District  
19681 Railroad Street  
Stratford, CA 93266

Notice personally delivered is effective when delivered. Notice sent by electronic mail is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5<sup>th</sup>) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.



**6. CONFLICTS WITH LAWS OR REGULATIONS/ SEVERABILITY.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject matter, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party, and some or all of the funds may need to be returned to the County. Such a termination will be treated as a no-fault termination for cause. In all other cases, the remainder of the Agreement shall remain in full force and effect.

**7. MODIFICATION.** No part of this Agreement may be modified without the written consent of both Parties.

**8. RECITALS.** The Recitals to this Agreement are fully incorporated into and are integral parts of this Agreement.

**9. GOVERNING LAW.** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed in Kings County, California.

**10. NO THIRD PARTY BENEFICIARIES.** Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

**11. CONTINUING WAIVER.** The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

**12. HEADINGS.** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

**13. ASSIGNMENT.** No part of this Agreement may be assigned, transferred, or sold by Recipient without the prior written consent of the County.

**14. COMPLIANCE WITH LAWS.** Recipient shall comply with all federal, state, and local laws, ordinances, rules, and regulations as are applicable to this Agreement.


**15. CONFLICT OF INTEREST.** Recipient agrees to comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 *et seq.*, the Political Reform Act, Government Code Section 81000 *et seq.*, and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. Recipient further agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the County and provide all information needed for resolution of this question.

**16. COUNTERPARTS.** The Parties may sign this Agreement in counterparts, each of which is an original and all of which, taken together, form a single document.


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

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the day and year signed by the last Party below.

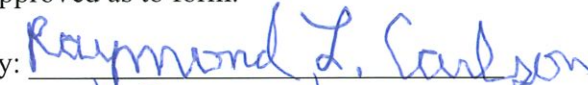
**RECIPIENT**

By:   
[Title] JEFF GONZALEZ BOARD PRESIDENT  
Date: 10-13-2021

ATTEST:

By:   
Pat Silva District Secretary

Approved as to form:

By:   
Legal Counsel

**COUNTY OF Kings**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Catherine Venturella

Approved as to form:  
County Counsel


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

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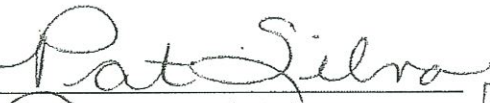
**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the day and year signed by the last Party below.

**RECIPIENT**

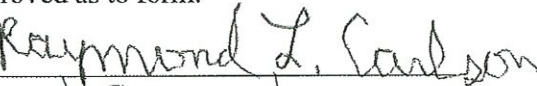
By:   
[Title] JEFF GONZALEZ BOARD PRESIDENT

Date: 10-13-2021

ATTEST:

By:   
Pat Silva District Secretary

Approved as to form:

By:   
Legal Counsel

**COUNTY OF Kings**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Catherine Venturella

Approved as to form:  
County Counsel

By: 

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

**AGREEMENT BETWEEN THE COUNTY OF KINGS AND THE KETTLEMAN CITY COMMUNITY SERVICES DISTRICT TO PAY UTILITY ARREARS OUT OF FUNDING RECEIVED UNDER THE AMERICA RESCUE PLAN ACT**

**THIS AGREEMENT** is entered into by and between the County of Kings (“County”) and the Kettleman City Community Services District, a Community Services District (“Recipient”), referred to individually herein as “Party” or collectively as “Parties,” on the following terms and conditions:

WHEREAS, the County received funding under the American Rescue Plan Act (“ARPA”) to mitigate the impacts of COVID-19 throughout the county; and

WHEREAS, Recipient suffered a significant loss of revenue as a direct result of the economic impacts of the COVID-19 pandemic in the form of unpaid utility bills (“utility arrears”) for multiple customers within Recipient’s service area; and

WHEREAS, the County may use its ARPA funding to mitigate negative economic impacts of the COVID-19 pandemic by paying Recipient’s utility arrears; and

WHEREAS, the Kings County Board of Supervisors (“the Board”) has determined this is a good and proper use of the County’s allocated ARPA funds.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the County and Recipient hereby agree as follows:

- 1. PAYMENT OF UTILITY ARREARS.** The County agrees to pay the outstanding balances of Recipient’s utility customers for amounts in arrears attributable to charges occurring from January 27, 2020 to August 31, 2021 excluding late fees, overage charges, streetlights, and commercial accounts. Payment shall be subject to the following terms, conditions, and limitations:
  - a. Recipient shall provide the County with an invoice for up to the following amounts outstanding for:
    - a. Water: \$31,789.37;
    - b. Sewer: \$19,889.35;
    - c. Trash: \$13,019.45;
  - b. Said invoice shall include the total amount outstanding as well as the individual amounts owed by each utility customer, the customer’s name, account number, and address;
  - c. Recipient shall provide notice to each utility customer listed on the above invoice that his or her debt has been discharged in full and shall provide a copy of said notice to the County;

- d. Recipient shall only use the funds provided under this Agreement to pay the outstanding utility bills of its customers as provided herein; and
- e. Recipient shall allow the County to audit Recipient's records to determine if the funds have been used in accordance with this agreement.

**2. LIABILITY OF COUNTY.** Notwithstanding any other provision of this Agreement, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any unpaid utilities, special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

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**COUNTY:**  
County Administrative Officer  
1400 W. Lacey Blvd.  
Hanford, CA 93230

Phone No.: (559) 852-2375  
Fax No.: (559) 582- 8261

**With a Copy To:**

**RECIPIENT:**  
Kettleman City Community Services  
District  
Attn: Rosa M. Maldonado  
P.O. Box 179  
Kettleman City, CA 93239-0179

**With a Copy To:**

Raymond Carlson  
111 E. 7<sup>th</sup> Street  
Hanford, CA 93230

Notice personally delivered is effective when delivered. Notice sent by electronic mail is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5<sup>th</sup>) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

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**12. HEADINGS.** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

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**16. COUNTERPARTS.** The Parties may sign this Agreement in counterparts, each of which is an original and all of which, taken together, form a single document.

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

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the day and year signed by the last Party below.

**RECIPIENT**

By: sl Mald  
[Title]

Date: October 19, 2021

ATTEST:

By: [Signature]

Approved as to form:

By: Raymond L. Carlson  
Dist. Legal Counsel

**COUNTY OF Kings**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Catherine Venturella

Approved as to form:  
County Counsel

By: Deane Freeman

Robert M. Dowd\*  
Robert W. Gin\*†  
Jim D. Lee†  
Jeffrey L. Levinson\*  
Raymond L. Carlson  
Ty N. Mizote\*  
Michael R. Johnson\*  
Mario U. Zamora\*  
Megan N. Dodd  
Christina G. Di Filippo  
Sebastian L. Silveira  
Luke V. Stempniak

\*A Professional Corporation  
†Of Counsel

# GRISWOLD LASALLE

COBB DOWD & GIN LLP

ATTORNEYS

A California Limited Liability Partnership including Professional Corporations

111 E. SEVENTH STREET  
HANFORD, CA 93230

Telephone: (559) 584-6656  
www.griswoldlasalle.com  
Facsimile: (800) 948-6085  
valencia@griswoldlasalle.com

October 20, 2021

Lyman D. Griswold  
(1914-2000)

Michael E. LaSalle  
(Retired)

Steven W. Cobb  
(1947-1993)

Filed with the Kings County  
Clerk of the Board

OCT 20 2021

Received by:  


**VIA HAND DELIVERY ONLY**

Catherine Venturella  
Clerk of the Board of Supervisors  
1400 W. Lacey Blvd  
Hanford, CA 93230

Re: *Agreement Between the County of Kings and Kettleman City Community Services District to pay utility arrears*


Dear Catherine:

Our office represents the Kettleman City Community Services District. Enclosed is the original of the above referenced agreement for the Board of Supervisor's consideration.

Please do not hesitate to contact our office if you have any questions.

Sincerely,

GRISWOLD, LaSALLE, COBB,  
DOWD & GIN, LLP

By:   
SARAH VALENCIA,  
Paralegal for Raymond L. Carlson

Enclosure





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 9, 2021

**SUBMITTED BY:** Human Resources – Henie Ring/Melissa Avalos

**SUBJECT:** NEW JOB SPECIFICATION FOR SENIOR PERSONNEL TECHNICIAN  
**SUMMARY:**

**Overview:**

The Senior Personnel Technician would be a new classification in the Human Resources Department to provide lead supervision and training of subordinate staff, in addition to performing regular Personnel Technician responsibilities.

**Recommendation:**

**Approve the new job specification for Senior Personnel Technician and set the salary at Range 211.0 (\$4,905 - \$5,987).**

**Fiscal Impact:**

The cost for the new position for the remainder of the fiscal year is approximately \$40,000 for salary only. The funding for this position was included in the Human Resources Fiscal Year 2021-2022 budget.

**BACKGROUND:**

The Board of Supervisors approved a 1.0 Full-Time Equivalent (FTE) for a Senior Personnel Technician position in Budget Unit 140000 for Fiscal Year 2021-2022. This position will lead, plan, schedule, and oversee the work of the Personnel Technicians and Personnel Assistants, while also being responsible for completing the same and/or more difficult duties. Additionally, the Senior Personnel Technician will assist with the preparation and monitoring of the Department budget, and the completion of complex technical, and statistical reports. In addition, the Senior Personnel Technician will be a pivotal position in determining, developing, and implementing future software programs for Human Resources.

**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.

## SENIOR PERSONNEL TECHNICIAN

### DEFINITION

Under general supervision, to lead, plan, schedule and oversee the work of Personnel Technicians and Personnel Assistants while performing the same and/or more difficult duties as those being led; to ensure completion of work in accordance with established policies and procedures; to communicate policies, procedures and job expectations; and to perform related duties as required.

### DISTINGUISHING CHARACTERISTICS

The Personnel Technician series is utilized in the Kings County Human Resources Department. Senior Personnel Technician is the lead and/or advanced journey level in the Personnel Technician series. This single classification is distinguished from the Personnel Technician II in that the Senior Personnel Technician exercises independent judgment on day-to-day assignments, and is responsible for the day-to-day supervision and training of the technical and clerical staff. Incumbent performs a wide variety of advanced level personnel activities, involving the analysis and implementation of personnel systems, regulations and laws; and exercise independent judgment in resolving problems within established department guidelines.

The incumbent in this class reports to the Human Resources Director or their designee. The Senior Personnel Technician does not have full supervisory authority or exercise full decision-making authority for assigned staff, which includes hiring, disciplining, and terminating employees. However, in order to complete projects and assignments, the incumbent must be able to plan and schedule the daily work of subordinate personnel.

### EXAMPLE OF DUTIES

*Duties include but are not limited to those described below. Reasonable accommodation will be made when requested and determined by the County to be appropriate under applicable law.*

Functioning as a lead worker, while performing related Personnel Technician duties; assists with scheduling, distributing, and assigning work to Personnel Technicians and Personnel Assistants; monitors subordinate staff's work for progress and quality; reviews work to ensure work quality and adherence to established policies and procedures; prepares performance reviews; assists with work flow of staff engaged in human resources activities related to payroll and recruitment to assure prompt, accurate and quality transactions or services are provided; provides training and serves as a technical or subject-matter specialist in assisting lower level staff in accordance with established policies and procedures; assists, guides and instructs subordinate employees in the performance of their duties; provides technical direction and problem solving in response to staff work questions and problems; ensures compliance with County, State and Federal requirements; recommends improvements and modifications to work processes, adapts work procedures to meet changing needs, and resolves work problems; makes recommendations for and participates in system changes, updates, modifications, or improvements necessary for efficient, accurate and cost-effective operation of the systems utilized in the department; works with Information Technology or outside contractors on implementation of program/software changes, updates and modifications; identifies discrepancies in the manual and automated personnel transactions and

advises on corrective action or problem-resolution procedures to maintain quality control; develops procedures, guidelines, documentation and trains departmental human resources liaisons on new procedures and functionality of payroll/recruitment related database systems; assists with department budget; prepares and develops a variety of reports or queries; resolves informal employee complaints, provides input to supervisor on employee performance and informs supervisor of conduct problems; responds to and coordinates with supervisor to resolve routine department or public inquiries and complaints; researches and compiles technical personnel information such as salary surveys and employee census data; provides technical support to human resources professional staff and department contacts; completes special assignments and projects; types various correspondence and other material; proofreads, edits and corrects prepared materials, ensuring accuracy, completeness, policy compliance, correct grammar, punctuation and spelling; may perform minor class and pay reviews and process routine leave requests; and performs related duties as assigned.

### **MINIMUM QUALIFICATIONS**

*Any combination of education, training and experience that will likely provide the required knowledge, skills and abilities may be considered qualifying. A typical way to obtain the required knowledge, skills and abilities would be:*

**Education:** Equivalent to completion of two years of college (60 semester units) with emphasis in public administration, human resource management, organizational leadership, business administration, sociology, or a closely related field. (Substitution: Additional qualifying experience may be substituted for the required education on a year for year basis.)

**Experience:** Three (3) years of full-time, paid work experience equivalent to that gained as a Personnel Technician in Kings County.

**License:** Possession of a valid appropriate California Driver's License issued by the Department of Motor Vehicles at the time of appointment.

**Special Requirements:** Qualify for security clearance through a background investigation, which includes fingerprinting; type and use a computer keyboard with speed and accuracy at a level sufficient to perform the duties of the position; and travel within and outside the County.

**Desirable Qualifications:** Responsible experience in human resources technical functions in areas such as payroll processing or recruitment; computer experience working with spreadsheets and databases; experience working with PeopleSoft, NEOGOV, or other relevant Human Resources recruitment and database systems; and supervisory and/or lead work experience.

**Knowledge of:** Effective supervision principles and methods; department policies and procedures; automated payroll, recruitment and other human resources functions; personnel data input; math sufficient to compute and calculate basic statistical and

mathematical concepts; data gathering, compilation, and reporting; position control principles; statistical reporting methods; time management principles; office methods, practices, procedures, supplies and equipment; proper English usage, grammar, spelling, punctuation and vocabulary; basic principles of financial record keeping; proper techniques and professionalism in dealing with members of the public over the telephone, through correspondence, and in person; principles and practices in report writing and proofreading; laws, rules and regulations related to payroll and recruitments.

**Ability to:** Effectively supervise, train, and evaluate the work of subordinate staff; maintain a high degree of confidentiality and control of sensitive information; consistently and effectively complete complex and highly responsible clerical and technical human resource functions with a high consequence of error; work in a fast-paced office environment with heavy public contact; organize work effectively; exercise independent judgment; work within time frames and meet deadlines; understand and explain federal, state and local laws, policies and procedures; gather a variety of data and prepare accurate reports and electronic records; develop and implement streamlined procedures and processes; define problems, research and collect information, establish facts and develop appropriate conclusions; communicate effectively both orally and in writing with individuals and groups; establish and maintain effective relationships with those contacted in the course of work; type and use a computer with speed and accuracy at a level sufficient to perform the duties of the position; maintain accurate and systematic records and reports; follow workplace safety policies and procedures; regularly work with files and general office equipment.

**Works Environment/Physical Requirements:** Primarily work in an office environment which requires: mobility and dexterity to work in a standard office environment and use standard office equipment, including performing filing, data entry, keying, and sitting at a computer for extended periods; hearing and speech to communicate orally, in person, on the phone, one-on-one, in groups and to give large presentations; vision to read up close and far away; read handwritten, printed material, and computer screen; drive a vehicle to travel offsite for recruitment, job fairs, meeting and trainings; ability to lift and carry objects for distances required to accomplish the tasks at hand; lift, carry and or manipulate papers, files and other equipment; climb stairs or step stool; and safely operate a motor vehicle.

Medical Group:	C
Probationary Period:	One year
FLSA Status:	Non-Exempt



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 9, 2021

**SUBMITTED BY:** Human Resources – Henie Ring

**SUBJECT:** MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND  
THE PROBATION OFFICER’S ASSOCIATION

**SUMMARY:**

**Overview:**

The County’s agreement with the Kings County Probation Officer’s Association (POA) expired June 30, 2020, and was extended by way of a Side Letter Agreement through December 31, 2021. Negotiations began in August 2021 and have been conducted in good faith, and a successor agreement has been reached between the parties for a term beginning November 1, 2021 and ending June 30, 2023. The agreement has been ratified by Association membership, and staff recommends approval by the Board of Supervisors.

**Recommendation:**

**Authorize the Human Resources Director and designated staff to sign the successor agreement with the Kings County Probation Officer’s Association for a term beginning July 1, 2021 and ending June 30, 2023.**

**Fiscal Impact:**

The agreement provides for a four range (approximately 4%) salary increase effective November 1, 2021 (Pay Period 23-2021) and a three range (approximately 3%) salary increase in the second year effective December 26, 2022 (Pay Period 01-2023) for all employees in the bargaining unit. Additionally, all employees represented by the Association shall receive a \$500 lump sum effective November 1, 2021 (Pay Period 23-2021). And, a uniform increase of \$100 for all employees represented by the Association, and up to \$100 reimbursement for a “Molle Carrier” upon receipt of their department-issued bulletproof vest. The cost for year one of this contract is approximately \$228,256, and will be reflected in the budget for Fiscal Year 2021-2022. The cost for year two is estimated to be \$121,728;

(Cont’d)

**BOARD ACTION:**

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

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

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE PROBATION OFFICER'S ASSOCIATION**

**November 9, 2021**

**Page 2 of 2**

however, the cost could be higher, dependent upon anticipated CalPERS retirement rate increases and Social Security cost with the higher salaries implemented in Fiscal Year 2021-2022.

#### **BACKGROUND:**

The previous agreement with the POA expired on June 30, 2021 and was extended through December 31, 2021 by way of a Side Letter Agreement. The County and the POA began negotiations in August 2021, and a successor agreement has been reached between the parties for a term ending June 30, 2023.

This proposed agreement includes a four range (approximately 4%) salary increase in the first year effective November 1, 2021 (Pay Period 23-2021) and a three range (approximately 3%) salary increase in the second year of the contract effective December 26, 2022 (Pay Period 01-2023) for all employees in the bargaining unit. Additionally, all employees represented by the Association shall receive a lump sum of \$500 effective November 1, 2021 (Pay Period 23-2021). Also, the uniform allowance was increased \$100 for all employees represented by the Association, including up to a \$100 reimbursement for a "Molle Carrier" upon receipt of their department-issued bulletproof vest. During the term of the agreement, any increase in the health insurance premium amount will continue to be split 50/50 between the employee and employer while in contract. The Memorandum of Understanding (MOU) was updated to incorporate all modifications previously agreed to, as well as minor wording updates and other negotiated non-economic changes, in addition to the elements described above. The MOU is attached with all additions highlighted in red and underlined and any deletions marked with a strikethrough.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE COUNTY OF KINGS

AND

KINGS COUNTY PROBATION OFFICERS ASSOCIATION

| ~~April 22, 2019~~ November 1, 2021 – ~~June 30, 2020~~ June 30, 2023

MEMORANDUM OF UNDERSTANDING  
PROBATION OFFICERS ASSOCIATION

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**ARTICLE 1     PREAMBLE**

Pursuant to the Meyers-Milias-Brown Act, this Memorandum of Understanding has been entered into by Kings County, hereinafter referred to as the "County," and the Kings County Probation Officers Association, hereinafter referred to as the "Association." The purpose of this Memorandum of Understanding is the promotion of harmonious relations between the County and the Association, the establishment of equitable procedures for the peaceful resolution of differences and the establishment of the entire and complete agreement covering the rates of compensation, hours of work and all other conditions of employment to be observed by the parties.

**ARTICLE 2     RECOGNITION**

The County hereby recognizes the Association as the sole and exclusive bargaining representative for all regular, permanent employees within the bargaining unit consisting of the following classifications:

Deputy Probation Officer I/II/III/IV

**ARTICLE 3     MAINTENANCE OF BENEFITS**

The parties agree that wages, hours and terms and conditions of employment as provided by ordinance, rule, regulation or policy, or previously adopted Memoranda of Understanding which are in existence at the commencement of this Agreement, and not otherwise modified by this Agreement, shall not be diminished, lessened or reduced for the duration of this Agreement except as provided in Article 4, Section 2.

**ARTICLE 4     SCOPE OF AGREEMENT**

1. The Association and the County agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this Agreement represents a full and complete understanding and agreement of the parties on all issues between the Association and the County.
  
2. This Agreement supersedes all previous Memoranda of Understanding or Agreements between the Association and the County. Specifically, all previous side letter agreements between the Association and the County prior to this Agreement are either incorporated into and/or attached to this Agreement as Appendix B, or are otherwise obsolete and no longer operable. It is understood that for the term of this Agreement, changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "meet and confer" process and by mutual consent of the parties. Changes in other terms and conditions of employment may be accomplished otherwise as provided by law.

**ARTICLE 5      SEPARABILITY CLAUSE**

It is agreed by the parties to this Agreement that for the term of this Agreement, any conflict between any section or part thereof of this Agreement and any County or Department rule, regulation, ordinance, code, resolution, procedure or practice existing as of the date of the Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement.

**ARTICLE 6      SAVINGS CLAUSE**

If any article or section of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the County and the Association agree to meet and confer within 30 days.

**ARTICLE 7      ASSOCIATION RIGHTS**

Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and County policies, rules and regulations. Association rights shall include:

- a. The right to represent its members before the Board of Supervisors or advisory boards or commissions with regard to wages, hours and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or County laws and regulations.
- b. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
- c. The right to a reasonable amount of time during regular working hours to represent its members before the Board of Supervisors or their representatives when formally meeting and conferring on matters within the scope of representation, or any other activities that the parties agree.
- d. The right to payroll deductions made for payment of organizational dues and for programs agreed upon as a result of the meet and confer process.
- e. The right to the use of designated bulletin boards by the Association in each building or facility where Association employees are assigned.
- f. The use of County facilities for Association activities providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- g. The Board of Supervisors or its designated representative making copies of their meeting agenda available.

- h. Reasonable access to employee work locations for officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- i. There shall be no discrimination against any employee or applicant for employment by the County because of participation in legitimate Association activities.
- j. The Association shall have right to utilize County duplicating equipment, at a cost not to exceed that charged County Departments and under the same conditions imposed upon County Departments, and to utilize the County inter-office mail system for the conduct of Association business.
- k. Designated representatives of the Association shall be entitled to use up to one hundred forty (140) hours per calendar year of release time for legitimate Association business. Use of the release time shall be subject to advance notice and shall not interfere with the efficiency, safety and security of County operations. Hours do not carry over into the following year. Approval shall not be unreasonably denied.

**ARTICLE 8      COUNTY RIGHTS**

Except as otherwise specifically provided in this Agreement, the County has and retains the sole and exclusive rights and functions of management, including, but not limited, to the following:

- a. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- b. To manage all facilities and operations of the County, including the methods, means and personnel by which County operations are to be conducted.
- c. To schedule and assign work.
- d. To establish, modify or change work standards.
- e. To direct the working forces, including the right to hire, assign or promote any employee.
- f. To determine the location of all plants and facilities.
- g. To determine the layout and the machinery, equipment or materials to be used.

- h. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- i. To determine the size and composition of the working force.
- j. To determine policy and procedures affecting the selection or training of employees.
- k. To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- l. To control and determine the use and location of County property, material, machinery or equipment.
- m. To determine safety, health and property protection measures.
- n. To transfer work from one job to another or from one plant or unit to another.
- o. To introduce new, improved or different methods of operations or to change existing methods.
- p. To lay off employees from duty for lack of work or lack of funds.
- q. To reprimand, suspend, discharge or otherwise discipline employees for just cause.
- r. To establish, modify, determine, or eliminate job classifications.
- s. To promulgate, modify and enforce work and safety rules and regulations.
- t. To take such other and further action consistent with this Agreement as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- u. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- v. ~~The Association expressly and specifically agrees that except to the extent that the County rights are expressly limited by the terms of this Agreement, the Association waives any and all of its rights to meet and confer on any of the County rights. The above County rights are not within the scope of representation. However, i~~ If the exercise of these rights directly affects wages, hours or terms and conditions of employment, the County will meet and confer on the effects of its actions decision. To the extent that is operationally necessary, the County may first exercise its management rights prior to meeting and conferring over the effects, so long as it provides the Association with prior notice. ~~The Association agrees that the County may first exercise its rights before meeting and conferring on the effects of the exercise of its rights. The agreement to meet and confer over the effect of the exercising of a County right~~

~~shall not in any way impair the right of the County to exercise and implement any of its rights.~~

## **ARTICLE 9      NO STRIKE-NO LOCKOUT**

1. During the term of this Agreement, the Association, its officers, agents and members agree that they shall neither engage in nor encourage, nor will any of its members or representatives take part in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work.
2. If an employee participates in any manner in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work or participates in any manner in any picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-out or other concerted refusal to work or induces other employees of the County to engage in such activities, such employee shall be subject to discharge by the County.
3. In the event the Association calls, engages in, encourages, assists or condones in any manner, any strike, work stoppage, slowdown, sick-out or other concerted refusal to work by employees of the County or any picketing or work impediment in support thereof, or any other form of interference with or limitation of the peaceful performance of County services, the Association agrees that the County, in addition to any other lawful remedies of disciplinary actions available to it, may suspend any and all of the rights and privileges accorded the Association under any ordinance, resolution, rules or procedures of the County, including, but not limited to, the suspension of recognition of the Association and the use of the County bulletin boards and facilities.
4. Any employee violating the obligations of this article may be disciplined or discharged by the County without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited conduct.
5. The County shall not lock-out employees.
6. Nothing in this article is intended to diminish civil rights and due process as required by law.

## **ARTICLE 10      GRIEVANCE PROCEDURE**

As outlined in the County Personnel Rules, this article deals with the County's grievance procedure and methods are hereby established to assure systematic consideration of an individual employee's grievance in the interest of obtaining a fair and equitable solution.

### 1.      Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County to provide efficient and continuous service to the public. Employee morale is an important factor in maintaining a high level of public service and

the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions.

2. Explanation of Rules

- a. Except where a remedy is otherwise provided for by State law, the County Ordinance Code or these rules, any employee shall have the right to present a grievance arising from his/her employment in accordance with the provisions of this procedure.
- b. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee shall have the assurance that the filing of the grievance will not result in reprisal of any nature.
- c. The aggrieved employee shall have the right to be represented or accompanied by a person of his/her choice if the complaint is not resolved at the informal level as provided for in Step 1 of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor's superior, as provided in Step 2 of the grievance procedure.
- d. The processing of a grievance shall be considered as County business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive, nor shall this privilege be abused.
- e. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.
- f. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits.
- g. Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
- h. When two or more employees of the same department experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate supervisor, superior or department head who has the prime responsibility for all of the aggrieved employees. In any event, the County retains the right to consider separate grievances together if they concern the same or similar problems.
- i. The parties may mutually agree to waive any step of the grievance procedure.

3. Definitions

These definitions are related to the grievance procedure only and shall be superseded in all other cases by the Definitions Section of the County Personnel Rules.

- a. Employee - An individual occupying a position allocated by the Board of Supervisors as a part of the regular staffing of the department.
- b. Immediate Supervisor - The individual who assigns, reviews, or directs the work of an employee.
- c. Superior - The individual to whom an immediate supervisor reports.
- d. Representative - The person selected by the employee to appear along with him/her in the presentation of his/her grievance.
- e. Department Head - The administrative head of the department involved.
- f. Grievance - A complaint of an employee relating to any phase of his/her employment or working conditions except matters that are within the exclusive field of management functions. This shall include, but not be limited to, a disagreement involving the work situation in which an individual employee believes that an injustice has been done because of: A deviation from a policy; or, the misinterpretation of a policy; or, the misinterpretation or misapplication of a statute, ordinance, or resolution of the Board of Supervisors relating to the employment of the individual.

#### 4. Procedural Steps

##### Step 1

When an employee has a grievable matter, he/she should discuss the matter informally with the immediate supervisor. Initial discussion should be sought by the employee not later than five (5) working days after the alleged grievance occurred or after the employee should reasonably have been aware of the incident causing the grievance. The following provisions relating to the formal grievance procedure do not restrict the employee and supervisor from seeking advice and counsel from superiors and department heads when mutually consented to by the employee and supervisor and/or it appears that settlement can be reached at this informal level.

##### Step 2

If, within five working days, a mutually acceptable solution has not been reached at the informal level, the employee shall submit the grievance in writing to the immediate supervisor's superior. At this point, the grievance hearing process becomes formal and the employee may choose to be accompanied by a representative of his/her choice. After formal hearing, the supervisor's superior will render a written decision within five working days.

##### Step 3



If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance to be presented to the department head for review. This request must be made within five working days of the receipt of the written decision. The department head will hear the grievance and give a written decision within five working days of the receipt of the formal grievance papers.

#### Step 4

If the employee is dissatisfied with the decision of the department head, he/she may, within five working days of the receipt of that decision, request that the grievance be presented to the Personnel Appeals Board for review (see Chapter 1 of the County Personnel Rules). A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

#### 5. Personnel Appeals Board

For reference purposes, Section 1020 of the County Personnel Rules reads:

The Board shall be composed of the following three (3) members appointed by the Board of Supervisors biennially:

County Member - The Chairman of the Board of Supervisors shall nominate a County Member who shall serve on appeal hearings.

Employee Member - Each recognized bargaining unit shall nominate a member who shall serve when the appellant is represented by that unit.

Consensus Member - The third member shall be a Consensus Member nominated by the unanimous consent of the County Member and the Employee Member of the affected unit. The Consensus Member shall serve on all appeal hearings.

#### 6. Grievances - Confidential

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

### **ARTICLE 11     ASSOCIATION REPRESENTATIVES AND RELEASE TIME**

It is understood by the County and the Association that good organization, competent leadership, and well-informed representatives for both Management and Labor improve the employer-employee relationship and the communication process. Further it is understood and agreed that morale and job performance may be directly related to a healthy, balanced, and mutually respectful employer-employee relationship. Consistent with the foregoing, it is therefore agreed that:

1. Designated representatives of the Association shall be provided a reasonable amount of time to investigate and present grievances. –Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress.

After requesting time off from his/her immediate supervisor as far in advance as reasonably possible, the representative shall be permitted to leave the regular work site to deal with grievance matters. Permission for such use of work time may be denied for legitimate operating reasons, but shall not be unreasonably denied.

2. The Association may designate up to four (4) designated representatives of the Association who will be granted three (3) hours per month of release time to attend meetings of the Association Board of Stewards. All employees shall be released on the same day as designated by the Union, and the member's meetings shall be held at a site other than on County premises. Such release time may not be accumulated from month to month; employees who are sick or otherwise absent from work waive their right to release time.

3. The Association may designate up to four (4) representatives who shall be authorized to attend all negotiation meetings between the Association and the County. One representative shall be authorized to attend meetings of both the Health Insurance and Labor/Management committees.

~~4.~~

## **ARTICLE 12     OVERTIME**

1. All employees shall receive FLSA overtime consistent with existing law.
2. For law enforcement personnel authorized overtime hours worked in excess of 80 in a 14-day work period shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate.
3. Only hours worked shall be counted as time worked for purposes of computing time and one-half overtime, except that hours paid for pre-approved vacation, comp-time, and holidays shall be counted as hours worked for purposes of computing overtime. Sick leave, and vacation in-lieu and comp-time in-lieu of sick leave shall not count as hours worked.
4. The County will pay an amount equal to time and one-half over and above the current hourly rate of pay for an employee required to work in excess of eight (8) hours per workday. However, if an employee is assigned to work an approved alternate work-shift such as 10 or 12-hour shifts, the employee will only receive time and one-half for work performed in excess of the alternate shift. A workday is defined as a 24-hour period.
5. It is specifically understood that overtime does not apply to unauthorized hours of work or standby time.
6. All overtime worked shall be either paid on the payday following the pay period in which it was earned, or accumulated to be taken as compensatory time off. Compensatory time shall be accumulated at the same rate as overtime and may be taken off at a time designated by the employee with the approval of the Chief Probation Officer or designee.

7. Section 10-11 of the County Policy and Procedures Manual governing work beyond the normal work week (overtime) is amended for employees covered by this Agreement to reflect an increase in the maximum accumulation of compensatory time off to eighty (80) hours.

### **ARTICLE 13      CALL BACK/COURT TIME**

1. Employees who are called back to work after having completed the normal shift, after having left the work site, shall be entitled to receive a minimum of three (3) hours at the overtime rate.
2. Any employee called in early to work directly prior (contiguous) to their shift with less notice than eight hours prior to the start of their regular shift shall be entitled to receive a minimum of three (3) hours at the overtime rate.
3. Minimum "call-back" shall not apply to overtime which is contiguous to the employee's regular shift or to overtime for required shooting range practice or qualifications, special meetings, training sessions or other special events scheduled at least twenty-four (24) hours in advance. Employees required to respond to special events that are scheduled at least twenty-four (24) hours in advance shall receive a minimum of two (2) hours at the overtime rate or the actual time spent at the event, whichever is greater.

For employees with take home vehicles, minimum "call back" also will not apply when ordered to perform work during their commute to and from work. Such deputies will be paid for actual time worked for duties performed driving to work and for actual time worked commencing with the end of the shift until the duties to be performed are completed. Minimum "call back" will apply if a deputy is called back to work after the deputy has arrived at home.

4. Minimum "call-back" shall not apply to overtime which is required for physical examinations or portions thereof. Employees shall be compensated at the overtime rate for actual time spent in the physical exam.
5. Any employee who is subpoenaed to appear in court on that employee's time off and reports to court shall receive a minimum of three (3) hours pay at the overtime rate or shall receive pay for the actual time spent in court at the overtime rate, whichever is greater.
6. Minimum "call-back" shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off-duty to handle work over the phone or by computer, the employee shall be compensated for one-half (1/2) hour straight time pay (equals 20 minutes at 1.5 overtime rate) or actual time spent on the call, computer or otherwise performing authorized overtime work which does not require the employee to physically travel to the worksite, whichever is greater.

### **ARTICLE 14      HEALTH/DENTAL/OPTICAL PLAN**

Employees who are enrolled in a pretax insurance plan will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying event.

- A) Effective ~~May 22, 2017~~July 1, 2021 (pay period ~~2017-12~~14-2021) and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan, shall be as follows:

Health/Dental/ Vision Plan level	County Monthly Contribution
Single	<del>\$418.92</del> <u>\$450.78</u>
Two-Party	<del>\$762.68</del> <u>\$820.66</u>
Family	<del>\$1147.58</del> <u>\$1,234.80</u>

Dental/ Vision Only(1)	County Monthly Contribution
Single	<del>\$28.92</del> <u>\$31.14</u>
Two-Party	<del>\$54.28</del> <u>\$58.42</u>
Family	<del>\$85.38</del> <u>\$91.88</u>

(1) This benefit tier is for employees who can demonstrate they are covered for health insurance through the military.

Insurance premium increases shall be split 50/50 between the employer and employee through the term of this agreement. At the expiration of this contract, absent a successor agreement, the employee is responsible for paying 100 percent of any premium increases.

- B) The County and Association agree that meet and confer discussions regarding the structure of the medical/dental/optical insurance coverage shall take place each year through the Joint County/Employee Medical Insurance Committee. The Committee shall consist of one voting representative from each bargaining unit as well as unrepresented management (except for the General Unit which has three) and the County. If any changes are needed to the structure of the plan, a good faith effort will be made to make such recommendations to the Board of Supervisors by April 15 of that year. The County’s contribution toward medical/dental/optical premiums is set in this Article above.

**ARTICLE 15     SALARY**

~~There will be no salary increase during the term of this agreement.~~

Employees in classifications covered by this Agreement (see Article 2 – Recognition) shall receive a 4.0 range (approximately 4%) salary increase November 1, 2021 (Pay Period 23-2021), or upon ratification and approval of the Board of Supervisors, whichever is later. Additionally, all employees in classifications covered by this Agreement shall receive a lump sum of \$500 upon ratification and approval of the Board of Supervisors.

In the second year of the Agreement (FY 22-23), all employees in classifications covered by this Agreement (see Article 2 – Recognition) shall receive a 3.0 range (approximately 3%) salary increase effective December 26, 2022 (PP01-2023).

**ARTICLE 16     RETIREMENT**

1. New Members - Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2.7% at 57 Safety plan pursuant to AB 340/SB197 (pension reform). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS. Such payment shall vest to the employee.
  
2. Classic Members - County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS, are eligible for the 3% at 55 Safety Plan, which became effective 4/1/02. These employees pay the entire 9% of salary PERS employee contribution. Such payment shall vest to the employee.
  - a) The 3% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation; Military Service Credit; and, 1959 Survivor benefit Level 4.

**ARTICLE 17     STANDBY PAY**

Employees specifically assigned to standby status by the Department shall receive \$2.00 for each hour so assigned. Standby time shall be defined as that time, other than the regular duty shift, during which an employee is required to remain available for call and ready for duty. Standby assignments shall be made for a minimum of eight (8) hours in any 24-hour period.

**ARTICLE 18     HOLIDAYS**

1. The days established as holidays are:
  - January 1, New Year's Day
  - 3rd Monday in January, Martin Luther King Day
  - 3rd Monday in February, Presidents Day
  - Last Monday in May, Memorial Day
  - July 4, Independence Day
  - 1st Monday in September, Labor Day
  - November 11, Veterans' Day
  - The day designated as Thanksgiving Day
  - The day following Thanksgiving Day
  - Half-day (4 hours) the working day before the day observed as Christmas Day, ~~County offices close at noon.~~
  - December 25, Christmas Day
  - Half-day (4 hours) the working day before the day observed as New Year's Day, ~~County offices close at noon.~~

Such other days as the Board of Supervisors may determine by resolution.

#### Paid Closure

In ~~2019-2021 and 2022~~ County offices (where possible) will be closed to the public ~~the week~~ between Christmas and New Years providing three and one-half days of additional holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off due to the requirements of their position (~~i.e.e.g.~~, Court appearances), ~~the department head may work with these employees to provide them corresponding time off later~~ these employees shall be paid straight-time holiday in-lieu pay, up to the actual amount of time worked during that week, not to exceed 28 hours for 2021 and 2022.

Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.

The specific dates for these additional 28 hours of holiday time is as follows:

#### 2019

~~Thursday, December 26, 2019 — 8 hours~~

~~Friday, December 27, 2019 — 8 hours~~

~~Monday, December 30, 2019 — 8 hours~~

~~Tuesday, December 31, 2019 — 4 hours~~

#### 2021

Tuesday, December 28, 2021 – 8 hours

Wednesday, December 29, 2021 – 8 hours

Thursday, December 30, 2021 – 8 hours

Friday, December 31, 2021 – 4 hours

#### 2022

Tuesday, December 27, 2022 – 8 hours

Wednesday, December 28, 2022 – 8 hours

Thursday, December 29, 2022 – 8 hours

Friday, December 30, 2022 – 4 hours

2. Nothing herein shall prevent the head of any department or institution, which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work upon any holiday.
3. Any employee who is required to work, by reason of the nature of the service of the Department or by reason of a regularly scheduled work week other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled work week of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.

4. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
5. When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday, in lieu of the day observed.
6. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time services.
7. Notwithstanding anything in this article to the contrary, extra help employees shall not be entitled to paid holidays.
8. All full-time regular employees in the bargaining unit who are required to perform shift work will receive eight (8) hours pay for each of the full-day holidays listed, and four (4) hours pay for each of the half-day holidays listed in the County's holiday policy in lieu of a day off. Payment will be made on the payday for the pay period in which the holiday occurs.
9. In order to qualify for holiday pay, the employee must have been on the payroll in a full-time permanent or probationary capacity and in paid status for the entire week in which the holiday was observed.
10. An additional eight (8) hours shall be added, in lump amount, to each covered employee's ~~the~~ vacation account ~~of each covered employee in the first full p~~Pay ~~p~~Period ~~15 in July of~~ every year. This time shall not become vested until added to the account. If the accrual of these eight (8) hours would cause the employee to reach or exceed their accrual cap, the employee shall not lose any of these hours, however, the employee will not accrue any additional vacation until they are below the vacation limit.

**ARTICLE 19      VACATION AND COMPENSATORY TIME OFF**

1. The County Personnel Rules which pertain to vacation entitlement (Section 7011.1) and vacation carry over limits (Section 7011.2) shall be amended or deleted to be consistent with the following provision:
  - a. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (2080 hours of actual service as defined in the County Personnel Rules equals one year) as follows:

- 1) Employees hired prior to April 22, 2019:

Service Hours	Hours (days) Earned (based on hrs)	Rate (based on hrs)
0 - 10,400	96 (12 days)	.046154
10,401 – 20,800	120 (15 days)	.057693
20,801 – 31,200	140 (17.5 days)	.067308

31,201 +	160 (20 days)	.076924
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2) Employees hired on or after April 22, 2019:

<u>Service Hours</u>	<u>Hours (days) Earned (based on hrs)</u>	<u>Rate (based on hrs)</u>
0 – 4,160	80 (10 days)	.038462
4,160 – 10,400	96 (12 days)	.046154
10,401 – 20,800	120 (15 days)	.057693
20,801 – 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

b. An eligible employee may accrue vacation at the appropriate rate applicable to the employee’s length of service (as set forth in 1a above) until the employee reaches one of the following accrued hours of vacation limits:

<u>Hours (days) Earned (based on hrs)</u>	<u>Maximum Vacation Accumulation Limits</u>
80 (10 days)	160 hours
96 (12 days)	192 hours
120 (15 days)	240 hours
140 (17.5 days)	280 hours
160 (20 days)	320 hours

Once the appropriate accumulation limit has been reached, the employee shall cease to earn additional vacation until the employee's accumulated vacation balance falls below the limits listed above.

2. When requesting time off, the employee may elect to use either accrued compensatory time or accrued vacation. The maximum amount of accrued compensatory time shall not exceed 80 hours.

**ARTICLE 20 RETIREE HEALTH BENEFIT**

This Article does not apply for employees who elect the PERS service credit.

a) Employees hired after January 1, 1999, will accrue sick leave as follows:

<u>Service Hours</u>	<u>Hours Earned (days)</u>
0 - 10,400	80 (10 days)
10,401 – 20,800	88 (11 days)
20,801 and over	96 (12 days)

Employees hired after January 1, 1999, who have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave



(at time of retirement) put into an “account” to be used toward Kings County health insurance program premiums, at a rate up to the family option per month until the employee and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. The retiree health benefit percentage shall be as follows:

<u>Service Hours</u>	<u>Percent of compensation (based on hours) Health Benefit</u>
20,801 - 41,600	40%
41,601 and over	50%

To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the County’s existing health benefit plan at the time of the employee’s retirement from County service. Retiree health benefit payments may be used toward coverage for the employee’s dependents only as long as the dependent(s) is eligible for coverage under the plan, has not reached Medicare age and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare age and there is money remaining in the account, the employee’s covered dependent(s) may continue to use the account toward Kings County health insurance premiums or Medicare supplemental insurance programs, if eligible as stated above. Any unused balance in the account remains the property of the County.

- b) Employees hired prior to January 1, 1999, who separate in good standing shall be allowed a one time irrevocable election to decide whether to receive the retiree health benefit option (if eligible) or cash as follows:

<u>Service Hours</u>	<u>Percent of Compensation Retiree Health Benefit</u>	<u>Percent of Compensation (cash)</u>
10,400 – 41,600	40%	20%
41,601 and over	50%	25%

Taxes will be paid by the employee on the full cash distribution, or the portion of the deposit into the account that could have been taken in cash. Additionally, the cash benefit is taxable in the year the cash is received. Any unused balance in the account remains the property of the County.

- 1) Retiree health benefit option:

To qualify for the retiree health benefit (non-cash) employees must have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of separation from Kings County employment. A percentage of the dollar value of accrued sick leave (at time of retirement) will be put into an "account" to be used toward Kings County health insurance premiums. The employee and any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's retirement in good standing from County service. Employees electing to utilize the retiree health benefit option must submit their election in writing to the County Department of Finance not later than 14 days after the effective date of retirement. If the employee elects the retiree health benefit option, the County will pay up to the family option per month toward the employee's health insurance premium until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. Retiree health benefit payments may be used toward coverage for the employee's dependents only as long as the dependent(s) is eligible for coverage under the plan; has not reached Medicare eligibility and, in the case of children, only to the age permitted under the plan contract as dependent children. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. If the retiree dies prior to Medicare eligibility and there is money remaining in the account, the employee's dependent(s) may continue to use the account, if eligible as stated above. In the event of death of an eligible employee (while still employed in good standing), the qualifying eligible dependent(s) shall make a determination of either cash or the retiree health benefit option within 30 days of the death of the employee.

2) Cash benefit option:

Employees who fail to elect the retiree health benefit will be cashed out, if eligible. If employee elects the cash option, the employee will receive the benefit if the employee separates in good standing as a result of resignation, layoff, retirement or death.

**ARTICLE 21     FAMILY ILLNESS LEAVE**

An employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to:

1. A child, which for purposes of this article means a biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;

2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
3. A spouse;
4. A registered domestic partner;
5. A grandparent;
6. A grandchild; or
7. A sibling.

The categories of qualifying family members defined above are defined by law as of the signing of this agreement. The intent of this section is to reflect the requirements of current law and this section is not intended to contradict, supplement, or diminish these legal requirements. Accordingly, any changes to such applicable laws shall supersede this MOU section.

All conditions and restrictions placed by the County upon the use by an employee of sick leave shall also apply to use by an employee of sick leave to attend to an illness of their family member as defined above. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave.

Employees shall indicate requests for family illness leave on an appropriate County form prior to approval. All time utilized as family illness leave shall be formally recorded.

## **ARTICLE 22      FAMILY MEDICAL LEAVE**

The County agrees to abide by the requirements of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and to adopt appropriate policy and procedures required for implementation.

## **ARTICLE 23      JURY DUTY**

Employees working swing or graveyard shifts may be reassigned to the day shift for the duration of their jury duty and shall be entitled to paid release time pursuant to Section 7013 of the County Personnel Rules, "Jury Duty," to wit:

Every employee shall be entitled to leave from his/her regular County duties without loss of wages, vacation time, sick leave or other employee benefits for the purpose of responding to a regularly summoned jury duty or as a non-party witness, provided he/she meets the following conditions:

- a. He/she notified the department head immediately upon receipt of a summons to appear.

- b. Immediately upon being excused from the summons for jury duty or as a witness, he/she returns to the performance of his/her duties.
- c. He/she claims and endorses over to the department all compensation, other than mileage allowance, which was received by virtue of his/her service on jury duty or as a witness.

**ARTICLE 24     UNIFORM ALLOWANCE**

- 1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Effective the first full pay period in July 2013 (PP13-15) only the initial uniform allowance paid to new employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
- 2. ~~Effective in the first full pay period in July 2013 (PP13-15), e~~Eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period. The annual allowance amounts are as follows:

	<del>2013</del> 2022
Deputy Probation Officers	<del>\$550</del> \$650

- 3. Upon receipt of the department-issued bulletproof vest, employees may choose to purchase a “Molle Carrier” or equivalent cover. Employees who purchase a cover on or after July 1, 2021, subject to department approval, will receive reimbursement of the cost up to \$100. Employees must submit the receipt for their cover within 30 days to the Probation Department.
- 3.4. At the discretion and upon approval of the Chief Probation Officer, the County agrees to reimburse for the cost of uniforms that are damaged during duty hours or while stored at a County facility, providing that the employee made a reasonable effort to safeguard the uniform. Reimbursement will be based upon the replacement value of the item, based upon its current cost, upon submission of proof of purchase. Such reimbursement shall be made within thirty (30) days from the date of submission of the claim by the employee and related required reports to the Department.
- 4.5. For employees hired on or after January 1, 2013 and designated as “new members” to CalPERS, any uniform allowance will not be subject to PERS pursuant to AB 340/SB197 (pension reform).

**ARTICLE 25     BODY ARMOR**

1. The Probation Department shall establish a policy related to body armor which includes mandatory wear provisions.
2. The County will supply body armor to all employees in the bargaining unit every five years as follows:

The Probation Department procedure is to reimburse the employee in an amount equal to no more than the average cost of vests, as determined by the Chief Probation Officer or designee, which meet the following criteria: Level III, wrap around, fitted, with trauma plate and removable cover. After the Chief Probation Officer or designee surveys the cost of purchasing a Level III vest (normally in January for budget purposes), the Chief Probation Officer shall then set the dollar amount(s) of reimbursement. Employees may purchase vests of a higher grade, but must pay the difference in cost.

**ARTICLE 26     PERSONAL PROPERTY REIMBURSEMENT**

Upon approval of the Chief Probation Officer, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches or other articles necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty or stolen from County facilities provided the employee was not at fault or contributorily negligent. If items are damaged beyond repair, the actual value of such may be paid. The value of such items shall be determined as of the time of damage thereto. The County Chief Probation Officer shall establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall be authorized for repair or replacement of items or personal property used on County business unless they have more than minor value and are listed on an inventory of such items which has received certification by the Chief Probation Officer that said items are necessary for the conduct of County business.

**ARTICLE 27     LAYOFF**

Sections 12045 and 12046 of the County Personnel Rules relating to the Order of Layoff are amended to provide that employees in the bargaining unit with overall performance evaluations of less than standard will be laid off first in the inverse order of their seniority in rank.

Employees laid off on the basis of performance evaluation will have the right to displace an employee in the next lower rank with less seniority in that rank. Employees with overall performance evaluations of standard or above will be laid off next in the inverse order of their seniority in rank.

In cases of a seniority tie, prior service time as a sworn (POA) peace officer in the department affected shall be used to further determine seniority.

**ARTICLE 28     LABOR/MANAGEMENT COMMITTEE**

The County and the Association agree that it is beneficial to maintain positive communications. Therefore, the parties have established an informal labor/management committee. Either party may request a meeting. A meeting will be scheduled if both parties agree that meeting is appropriate. Meetings shall continue as long as the meetings are deemed mutually beneficial by both parties.

**ARTICLE 29     BILINGUAL PAY**

Bilingual employees assigned to public contact positions shall be entitled to Level I Conversational bilingual compensation in the amount of \$25.00 per pay period where bilingual skills are used on a regular basis to perform their duties, communicate with the public and to translate for other employees. Employees shall be required to pass a department selected bilingual verbal proficiency examination.

Bilingual employees assigned to public contact positions may be entitled to Level II Advanced bilingual compensation in the amount of \$50.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time, includes the use of advanced bilingual skills, and the employee has passed the corresponding County selected bilingual proficiency examination. For purposes of determining the 50% criteria, contact with the public and others contacted in the course of their duties (including monitoring, detaining and transporting) that speak the language in which the employee is bilingual shall be applied to the 50% criteria.

Bilingual pay requires approval by the Human Resources Director upon request of the department head. Where necessary, job audits may be conducted to determine whether the bilingual skills are being utilized as required. For highly specialized or highly technical situations, or where the job knowledge is critical to ensuring that competent and accurate translation is available on an on call or as needed basis, and upon request of the Department, the County Administrative Officer may waive the percentage requirements. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. Regardless of certification, all employees shall use any language skills they possess to the best of their ability. The Department Head retains the right to assign employees and/or reassign employees based on organizational needs.

Employees receiving Level II Advanced bilingual compensation shall not be entitled to receive Level I Conversational bilingual compensation. Employees that translate for more than one language are not eligible to receive additional bilingual compensation for the additional language(s). Bilingual pay shall be terminated if the Department determines that the percentage or level of bilingual services provided by the employee falls below the established criteria for compensation, or the employee fails to pass a proficiency examination, or the department determines that the employee fails to demonstrate satisfactory performance in

providing bilingual services. Bilingual pay shall be terminated and a new request for bilingual compensation may be submitted if the employee is demoted, promoted or transferred. The decision of the Human Resources Director regarding the granting and termination of bilingual payment shall be final and shall not be subject to appeal or grievance procedures. When a part-time employee is assigned bilingual duties, the bilingual pay shall be prorated.

**ARTICLE 30     DIRECT DEPOSIT OF PAYROLL CHECKS**

All employees shall be subject to mandatory participation in the direct deposit of their County payroll checks. Prior to the commencement of employment, any such employee shall complete a direct deposit sign-up/authorization form for the direct deposit of the payroll check.

**ARTICLE 31     EMPLOYEE ASSISTANCE PROGRAM**

The County will contract for an employee assistance program (EAP) which will provide for assessment, diagnosis, short-term consultation and referral to the most appropriate community resources for employees and dependents. Employees may voluntarily utilize the program or, with just cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 14 shall advise the County on plan design and selection of providers.

**ARTICLE 32     ADMINISTRATIVE APPEAL PROCEDURE (See Appendix A)**

**ARTICLE 33     TIMEKEEPING ROUNDING RULES (See Appendix B)**

**ARTICLE 34     TERM OF AGREEMENT**

Except where otherwise specifically stated herein, this agreement shall be effective the first full pay period following ratification and approval of the Board through June 30, ~~2020~~2023.

The Association shall have the ability to request a meet and confer regarding longevity.

**ARTICLE 35     DEFERRED COMPENSATION**

For every four dollars contributed to the County contracted deferred compensation programs by employees, the County shall contribute one dollar to the employee's account, up to a maximum of one thousand twelve hundred dollars (\$1,200) per calendar year.

**ARTICLE 36      PROFESSIONAL WORK ENVIRONMENT STANDARDS**

The County strives to provide a respectful and professional work environment free from unlawful discrimination, harassment, retaliation, or abusive conduct as defined by state or federal law. An employee who believes that they have been subject to unlawful discrimination, harassment, retaliation, or abusive conduct should report their concern to their Manager, the Chief Probation Officer or the County Department of Human Resources. The terms of this section are not subject to the Grievance procedures, but will be enforced through the County's Human Resources policies.

**ARTICLE 37      RECOMMENDATION**

The undersigned representatives of Kings County and the Kings County Probation Officers Association, having met and conferred in good faith, have reached agreement on the items contained herein.



FOR THE ASSOCIATION:

\_\_\_\_\_  
Esmeralda Chavez                      Date  
President

\_\_\_\_\_  
Mary Helen Mendoza                      Date  
Vice-President

FOR THE COUNTY:

\_\_\_\_\_  
Henie Ring                                      Date  
Human Resources Director

\_\_\_\_\_  
Carolyn Leist                                      Date  
Principal Personnel Analyst

**APPENDIX A**  
**ADMINISTRATIVE APPEAL PROCEDURE**  
**PROBATION OFFICERS ASSOCIATION**

Administrative Appeal Procedure

Appeals of Written Reprimands of Public Safety Officers and Firefighters

A written reprimand is not appealable unless appeal rights are required by law. Pursuant to Government Code Sections 3254(b) and 3304(b), an employee serving as a public safety officer or firefighter who receives a written reprimand shall be entitled to an administrative appeal of the reprimand if they have successfully completed their probationary period. The local rules governing such appeals are as follows:

Appeal of Written Reprimands

Employees must notify their department head in writing of their demand for an administrative appeal within five business days after service of the reprimand. Failure to make a timely written request shall result in the forfeiture of the employee's right to an appeal. Employees shall not be entitled to appeal the reprimand prior to service of the reprimand.

Hearing Officer

The employee's department head or the department head's designee shall serve as the hearing officer for the appeal. No person, including the department head, may sit as a hearing officer if they initiated or actively participated in the decision to issue the written reprimand.

The Hearing

Strict rules of evidence do not apply; the hearing officer may rely on any information produced at the hearing that a reasonable person may consider in making an informed decision.

The individual issuing the reprimand shall have the burden to establish by a preponderance of the evidence that the reprimand was appropriate and reasonable under the circumstances.

The parties may present evidence through documents and testify on their own behalf.

The parties shall not be entitled to confront and cross-examine witnesses.

The proceeding may be recorded at the request of either party.

Employees may be represented by a personal representative or attorney of his or her choice. All costs associated with such representation shall be borne by the employee.

The rules contained herein are the minimum requirements for such hearings. However, the parties may mutually agree at any time prior to the commencement of the hearing to waive any requirements set forth in these rules.

## The Decision

Within thirty working days of the hearing, or as otherwise agreed to by the parties, the hearing officer shall issue a written statement of decision and state the evidence relied upon and the basis for the determination.

**APPENDIX B**  
Side Letters

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS  
AND  
KINGS COUNTY PROBATION OFFICERS ASSOCIATION  
April 2015

The County and the POA agree that a 1/10th of an hour rounding rule shall be applied to timekeeping processes for all hourly employees. Therefore the County and the POA agree to abide by the rounding chart provided as follows in creating and applying work rules relative to rounding in the PeopleSoft Time and Labor module:

**Chart to convert Minutes to Tenths of an Hour**

Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported
1 min.	0.0	21 min.	0.4	41 min.	0.7
2 min.	0.0	22 min.	0.4	42 min.	0.7
3 min.	0.1	23 min.	0.4	43 min.	0.7
4 min.	0.1	24 min.	0.4	44 min.	0.7
5 min.	0.1	25 min.	0.4	45 min.	0.8
6 min.	0.1	26 min.	0.4	46 min.	0.8
7 min.	0.1	27 min.	0.5	47 min.	0.8
8 min.	0.1	28 min.	0.5	48 min.	0.8
9 min.	0.2	29 min.	0.5	49 min.	0.8
10 min.	0.2	30 min.	0.5	50 min.	0.8
11 min.	0.2	31 min.	0.5	51 min.	0.9
12 min.	0.2	32 min.	0.5	52 min.	0.9
13 min.	0.2	33 min.	0.6	53 min.	0.9
14 min.	0.2	34 min.	0.6	54 min.	0.9
15 min.	0.3	35 min.	0.6	55 min.	0.9
16 min.	0.3	36 min.	0.6	56 min.	0.9
17 min.	0.3	37 min.	0.6	57 min.	1.0
18 min.	0.3	38 min.	0.6	58 min.	1.0
19 min.	0.3	39 min.	0.7	59 min.	1.0
20 min.	0.3	40 min.	0.7	60 min.	1.0

LETTER OF AGREEMENT  
BETWEEN  
THE COUNTY OF KINGS  
AND  
PROBATION OFFICERS ASSOCIATION  
November 5, 2019

This is to confirm that, effective November 5, 2019, the Probation Officers Association and the County of Kings hereby agree that for the calendar year **2019** only, Monday, December 23, 2019 (eight hours) will be added to the Christmas closure and an additional half-day closure (four hours) will be added to the half-day holiday on Tuesday, December 24, 2019 (Christmas Eve). The added language is shown **bolded** below.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.

GENERAL UNIT: \_\_\_\_\_ COUNTY: \_\_\_\_\_

~~Original signature on file~~ \_\_\_\_\_ ~~Original signature~~  
\_\_\_\_\_ ~~on file~~ \_\_\_\_\_

\_\_\_\_\_  
Esmeralda Chavez \_\_\_\_\_ Date \_\_\_\_\_ Leslie  
McCormick Wilson \_\_\_\_\_ Date \_\_\_\_\_  
President \_\_\_\_\_ Director \_\_\_\_\_ Human Resources

**ARTICLE 18 HOLIDAYS**

The days established as holidays are:

- January 1, New Year's Day
- 3rd Monday in January, Martin Luther King Day
- 3rd Monday in February, Presidents Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- 1st Monday in September, Labor Day
- November 11, Veterans' Day
- The day designated as Thanksgiving Day
- The day following Thanksgiving Day
- Half-day (4 hours) the working day before the day observed as Christmas Day, County offices close at noon.
- December 25, Christmas Day
- Half-day (4 hours) the working day before the day observed as New Year's Day, County offices close at noon.
- Such other days as the Board of Supervisors may determine by resolution.

Paid Closure

~~In 2019 County offices (where possible) will be closed to the public the week between Christmas and New Years providing three and one-half days of additional holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off due to the requirements of their position (i.e. Court appearances), the department head may work with these employees to provide them corresponding time off later, up to the actual amount of time worked during that week, not to exceed 28 hours (40 hours for 2019 only).~~

~~Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.~~

~~The specific dates for these additional 28 hours of holiday closure time is as follows:~~

2019

~~Thursday, December 26, 2019 — 8 hours  
Friday, December 27, 2019 — 8 hours  
Monday, December 30, 2019 — 8 hours  
Tuesday, December 31, 2019 — 4 hours~~

~~**Further, the County will provide the following additional closure days in 2019 only:**~~

~~**Monday, December 23, 2019 — 8 hours**~~

~~**Tuesday, December 24, 2019 — 4 hours**~~

~~**While all closure days sunset at the expiration of this agreement, the County has no intention of including the additional hours in any potential future closures.**~~

~~2.— Nothing herein shall prevent the head of any department or institution, which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work upon any holiday.~~

~~3.— Any employee who is required to work, by reason of the nature of the service of the Department or by reason of a regularly scheduled work week other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled work week of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.~~

~~4.— When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.~~

~~5.— When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday, in lieu of the day observed.~~

~~6.— Part time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time services.~~

~~7.— Notwithstanding anything in this article to the contrary, extra help employees shall not be entitled to paid holidays.~~

~~8.— All full time regular employees in the bargaining unit who are required to perform shift work will receive eight (8) hours pay for each of the full-day holidays listed, and four (4) hours pay for each of the half-day holidays listed in the County's holiday policy in lieu of a day off. Payment will be made on the payday for the pay period in which the holiday occurs.~~

~~9.— In order to qualify for holiday pay, the employee must have been on the payroll in a full-time permanent or probationary capacity and in paid status for the entire week in which the holiday was observed.~~

~~10.— An additional eight (8) hours shall be added, in lump amount, to the vacation account of each covered employee in the first full pay period in July of every year. This time shall not become vested until added to the account.~~

---

~~SIDE LETTER / MOU EXTENSION~~

~~TO THE 2019-2020 MOU  
BETWEEN  
THE COUNTY OF KINGS  
AND THE  
KINGS COUNTY PROBATION OFFICERS ASSOCIATION~~

~~November 12, 2020~~

~~The County of Kings (County) and the Kings County Probation Officers Association (P.O.A.) agree to extend and modify the current 2019-2020 Memorandum of Understanding (MOU) for POA via this Side Letter. The Side Letter amends Article 18—Holidays and Article 34—Term and shall be in effect during the extended term of the MOU.~~

~~ARTICLE 18—HOLIDAYS~~

~~1.—The days established as holidays are:~~

~~January 1, New Year's Day  
Third Monday in January, Martin Luther King Day  
Third Monday in February, Presidents Day  
Last Monday in May, Memorial Day  
July 4, Independence Day  
First Monday in September, Labor Day  
November 11, Veterans' Day  
The day designated as Thanksgiving Day  
The day following Thanksgiving Day  
Half-day (4 hours) the working day before the day observed as Christmas Day.  
Half-day (4 hours) the working day before the day observed as New Year's Day.  
Such other days as the Board of Supervisors may determine by resolution.~~

~~2.—Paid Closure. The Parties agree to extend the paid closure for 2020 only. County offices (where possible) will be closed to the public the week after Christmas providing four days of holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off in their department due to 24-hour shift requirements, these employees shall be paid straight time holiday in lieu pay, up to the actual amount of time worked, not to exceed 32 hours during that week.~~

~~Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence for the full scheduled work day before and after the closure period will participate in the closure; however, employees on unpaid leaves of absence will be excluded.~~

~~The specific dates for these additional 32 hours of holiday time is as follows for 2020 only:~~

~~2020~~

~~Thursday, December 24, 2020—4 hours (in addition to the 4 holiday hours)~~



~~Monday, December 28, 2020—8 hours  
Tuesday, December 29, 2020—8 hours  
Wednesday, December 30, 2020—8 hours  
Thursday, December 31, 2020—4 hours (in addition to the 4 holiday hours)~~

~~The Parties agree that the continuation of the closure (the specific dates and amount of time) is subject to meet and confer. The Parties will meet by September 1, 2021 to discuss extending the Paid Closure for 2021.~~

~~3.— Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.~~

~~4.— Any employee who is required to work, by reason of the nature of the service of the Department or by reason of a regularly scheduled other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled workweek of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.~~

~~5.— When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.~~

~~6.— When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.~~

~~7.— Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.~~

~~8.— Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.~~

~~9.— All full time regular employees in the bargaining unit who are required to perform shift work will receive eight (8) hours pay for each of the full day holidays listed, and four (4) hours pay for each of the half day holidays listed in the County's holiday policy in lieu of a day off. Payment will be made on the payday for the pay period in which the holiday occurs.~~

~~10.— In order to qualify for holiday pay, the employee must have been on the payroll in a full-time permanent or probationary capacity and in paid status for the entire week in which the holiday was observed.~~

~~11.— An additional eight (8) hours shall be added, in a lump amount, to the vacation account of each covered employee in the first full pay period in July of every year. This time shall not become vested until added to the account.~~

#### SECTION 34.01 EXTENSION OF CURRENT MOU.

~~Unless a provision of this MOU had sunset or is set to sunset, all other provisions of the 2019-2020 MOU are extended to December 31, 2021. This extension of terms includes the 50/50 split on future premium increases (Article 28 B) up to and including fiscal year 2021/2022, and the County Paid Closure (Article 19) as written above.~~

~~SECTION 34.02 ECONOMIC REOPENER:~~

~~During the term of this agreement, either party shall have the right to reopen the agreement prior to December 31, 2021 to discuss economic changes to the agreement. In the event that either party request to reopen the agreement, the parties shall meet within two (2) weeks of a request to meet and confer by the County.~~

~~Dated: Original kept on file \_\_\_\_\_ Dated: Original kept on file~~

~~**FOR P.O.A:** \_\_\_\_\_ **FOR THE COUNTY:**~~

~~Original signature kept on file \_\_\_\_\_ Original signature kept on file~~  
\_\_\_\_\_  
\_\_\_\_\_

~~\_\_\_\_\_ Original signature kept on file~~  
\_\_\_\_\_  
\_\_\_\_\_

**Errata Sheet**  
~~SIDE LETTER / MOU EXTENSION~~

~~TO THE 2019-2020 MOU  
BETWEEN  
THE COUNTY OF KINGS  
AND THE  
KINGS COUNTY PROBATION OFFICERS ASSOCIATION~~

~~November 12, 2020~~

~~There was an inadvertent error on Article 18 Holidays, Section 1. Christmas Day was erroneously removed from the list of established holidays. Christmas Day should be included in the established days.~~

~~Accordingly, please see the revised Article 18 Holidays, Section 1.~~

~~ARTICLE 18 - HOLIDAYS~~

~~1. — The days established as holidays are:~~

- ~~• — January 1, New Year's Day~~
- ~~• — Third Monday in January, Martin Luther King Day~~
- ~~• — Third Monday in February, Presidents Day~~
- ~~• — Last Monday in May, Memorial Day~~
- ~~• — July 4, Independence Day~~
- ~~• — First Monday in September, Labor Day~~
- ~~• — November 11, Veterans Day~~
- ~~• — The day designated as Thanksgiving Day~~
- ~~• — The day following Thanksgiving Day~~
- ~~• — Half day (4 hours) the working day before the day observed as Christmas Day.~~
- ~~• — December 25, Christmas Day~~
- ~~• — Half day (4 hours) the working day before the day observed as New Year's Day.~~
- ~~• — Such other days as the Board of Supervisors may determine by resolution.~~

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF KINGS  
AND  
KINGS COUNTY PROBATION OFFICERS ASSOCIATION

November 1, 2021 – June 30, 2023

MEMORANDUM OF UNDERSTANDING  
PROBATION OFFICERS ASSOCIATION

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**ARTICLE 1     PREAMBLE**

Pursuant to the Meyers-Milias-Brown Act, this Memorandum of Understanding has been entered into by Kings County, hereinafter referred to as the "County," and the Kings County Probation Officers Association, hereinafter referred to as the "Association." The purpose of this Memorandum of Understanding is the promotion of harmonious relations between the County and the Association, the establishment of equitable procedures for the peaceful resolution of differences and the establishment of the entire and complete agreement covering the rates of compensation, hours of work and all other conditions of employment to be observed by the parties.

**ARTICLE 2     RECOGNITION**

The County hereby recognizes the Association as the sole and exclusive bargaining representative for all regular, permanent employees within the bargaining unit consisting of the following classifications:

Deputy Probation Officer I/II/III/IV

**ARTICLE 3     MAINTENANCE OF BENEFITS**

The parties agree that wages, hours and terms and conditions of employment as provided by ordinance, rule, regulation or policy, or previously adopted Memoranda of Understanding which are in existence at the commencement of this Agreement, and not otherwise modified by this Agreement, shall not be diminished, lessened or reduced for the duration of this Agreement except as provided in Article 4, Section 2.

**ARTICLE 4     SCOPE OF AGREEMENT**

1. The Association and the County agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this Agreement represents a full and complete understanding and agreement of the parties on all issues between the Association and the County.
  
2. This Agreement supersedes all previous Memoranda of Understanding or Agreements between the Association and the County. Specifically, all previous side letter agreements between the Association and the County prior to this Agreement are either incorporated into and/or attached to this Agreement as Appendix B, or are otherwise obsolete and no longer operable. It is understood that for the term of this Agreement, changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "meet and confer" process and by mutual consent of the parties. Changes in other terms and conditions of employment may be accomplished otherwise as provided by law.

**ARTICLE 5      SEPARABILITY CLAUSE**

It is agreed by the parties to this Agreement that for the term of this Agreement, any conflict between any section or part thereof of this Agreement and any County or Department rule, regulation, ordinance, code, resolution, procedure or practice existing as of the date of the Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement.

**ARTICLE 6      SAVINGS CLAUSE**

If any article or section of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the County and the Association agree to meet and confer within 30 days.

**ARTICLE 7      ASSOCIATION RIGHTS**

Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and County policies, rules and regulations. Association rights shall include:

- a. The right to represent its members before the Board of Supervisors or advisory boards or commissions with regard to wages, hours and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or County laws and regulations.
- b. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
- c. The right to a reasonable amount of time during regular working hours to represent its members before the Board of Supervisors or their representatives when formally meeting and conferring on matters within the scope of representation, or any other activities that the parties agree.
- d. The right to payroll deductions made for payment of organizational dues and for programs agreed upon as a result of the meet and confer process.
- e. The right to the use of designated bulletin boards by the Association in each building or facility where Association employees are assigned.
- f. The use of County facilities for Association activities providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- g. The Board of Supervisors or its designated representative making copies of their meeting agenda available.



- h. Reasonable access to employee work locations for officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- i. There shall be no discrimination against any employee or applicant for employment by the County because of participation in legitimate Association activities.
- j. The Association shall have right to utilize County duplicating equipment, at a cost not to exceed that charged County Departments and under the same conditions imposed upon County Departments, and to utilize the County inter-office mail system for the conduct of Association business.
- k. Designated representatives of the Association shall be entitled to use up to one hundred forty (140) hours per calendar year of release time for legitimate Association business. Use of the release time shall be subject to advance notice and shall not interfere with the efficiency, safety and security of County operations. Hours do not carry over into the following year. Approval shall not be unreasonably denied.

**ARTICLE 8      COUNTY RIGHTS**

Except as otherwise specifically provided in this Agreement, the County has and retains the sole and exclusive rights and functions of management, including, but not limited, to the following:

- a. To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- b. To manage all facilities and operations of the County, including the methods, means and personnel by which County operations are to be conducted.
- c. To schedule and assign work.
- d. To establish, modify or change work standards.
- e. To direct the working forces, including the right to hire, assign or promote any employee.
- f. To determine the location of all plants and facilities.
- g. To determine the layout and the machinery, equipment or materials to be used.

- h. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- i. To determine the size and composition of the working force.
- j. To determine policy and procedures affecting the selection or training of employees.
- k. To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- l. To control and determine the use and location of County property, material, machinery or equipment.
- m. To determine safety, health and property protection measures.
- n. To transfer work from one job to another or from one plant or unit to another.
- o. To introduce new, improved or different methods of operations or to change existing methods.
- p. To lay off employees from duty for lack of work or lack of funds.
- q. To reprimand, suspend, discharge or otherwise discipline employees for just cause.
- r. To establish, modify, determine, or eliminate job classifications.
- s. To promulgate, modify and enforce work and safety rules and regulations.
- t. To take such other and further action consistent with this Agreement as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- u. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- v. The above County rights are not within the scope of representation. However, if the exercise of these rights directly affects wages, hours or terms and conditions of employment, the County will meet and confer on the effects of its decision. To the extent that is operationally necessary, the County may first exercise its management rights prior to meeting and conferring over the effects, so long as it provides the Association with prior notice.

**ARTICLE 9      NO STRIKE-NO LOCKOUT**

- 1. During the term of this Agreement, the Association, its officers, agents and members agree that they shall neither engage in nor encourage, nor will any of its members or

representatives take part in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work.

2. If an employee participates in any manner in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work or participates in any manner in any picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-out or other concerted refusal to work or induces other employees of the County to engage in such activities, such employee shall be subject to discharge by the County.
3. In the event the Association calls, engages in, encourages, assists or condones in any manner, any strike, work stoppage, slowdown, sick-out or other concerted refusal to work by employees of the County or any picketing or work impediment in support thereof, or any other form of interference with or limitation of the peaceful performance of County services, the Association agrees that the County, in addition to any other lawful remedies of disciplinary actions available to it, may suspend any and all of the rights and privileges accorded the Association under any ordinance, resolution, rules or procedures of the County, including, but not limited to, the suspension of recognition of the Association and the use of the County bulletin boards and facilities.
4. Any employee violating the obligations of this article may be disciplined or discharged by the County without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited conduct.
5. The County shall not lock-out employees.
6. Nothing in this article is intended to diminish civil rights and due process as required by law.

## **ARTICLE 10      GRIEVANCE PROCEDURE**

As outlined in the County Personnel Rules, this article deals with the County's grievance procedure and methods are hereby established to assure systematic consideration of an individual employee's grievance in the interest of obtaining a fair and equitable solution.

### 1.      Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County to provide efficient and continuous service to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions.

### 2.      Explanation of Rules

- a. Except where a remedy is otherwise provided for by State law, the County Ordinance Code or these rules, any employee shall have the right to present a grievance arising from his/her employment in accordance with the provisions of this procedure.

- b. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee shall have the assurance that the filing of the grievance will not result in reprisal of any nature.
- c. The aggrieved employee shall have the right to be represented or accompanied by a person of his/her choice if the complaint is not resolved at the informal level as provided for in Step 1 of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor's superior, as provided in Step 2 of the grievance procedure.
- d. The processing of a grievance shall be considered as County business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive, nor shall this privilege be abused.
- e. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.
- f. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits.
- g. Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
- h. When two or more employees of the same department experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate supervisor, superior or department head who has the prime responsibility for all of the aggrieved employees. In any event, the County retains the right to consider separate grievances together if they concern the same or similar problems.
- i. The parties may mutually agree to waive any step of the grievance procedure.

### 3. Definitions

These definitions are related to the grievance procedure only and shall be superseded in all other cases by the Definitions Section of the County Personnel Rules.

- a. Employee - An individual occupying a position allocated by the Board of Supervisors as a part of the regular staffing of the department.
- b. Immediate Supervisor - The individual who assigns, reviews, or directs the work of an employee.

- c. Superior - The individual to whom an immediate supervisor reports.
- d. Representative - The person selected by the employee to appear along with him/her in the presentation of his/her grievance.
- e. Department Head - The administrative head of the department involved.
- f. Grievance - A complaint of an employee relating to any phase of his/her employment or working conditions except matters that are within the exclusive field of management functions. This shall include, but not be limited to, a disagreement involving the work situation in which an individual employee believes that an injustice has been done because of: A deviation from a policy; or, the misinterpretation of a policy; or, the misinterpretation or misapplication of a statute, ordinance, or resolution of the Board of Supervisors relating to the employment of the individual.

#### 4. Procedural Steps

##### Step 1

When an employee has a grievable matter, he/she should discuss the matter informally with the immediate supervisor. Initial discussion should be sought by the employee not later than five (5) working days after the alleged grievance occurred or after the employee should reasonably have been aware of the incident causing the grievance. The following provisions relating to the formal grievance procedure do not restrict the employee and supervisor from seeking advice and counsel from superiors and department heads when mutually consented to by the employee and supervisor and/or it appears that settlement can be reached at this informal level.

##### Step 2

If, within five working days, a mutually acceptable solution has not been reached at the informal level, the employee shall submit the grievance in writing to the immediate supervisor's superior. At this point, the grievance hearing process becomes formal and the employee may choose to be accompanied by a representative of his/her choice. After formal hearing, the supervisor's superior will render a written decision within five working days.

##### Step 3

If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance to be presented to the department head for review. This request must be made within five working days of the receipt of the written decision. The department head will hear the grievance and give a written decision within five working days of the receipt of the formal grievance papers.

##### Step 4

If the employee is dissatisfied with the decision of the department head, he/she may, within five working days of the receipt of that decision, request that the grievance be presented to the Personnel Appeals Board for review (see Chapter 1 of the County

Personnel Rules). A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

5. Personnel Appeals Board

For reference purposes, Section 1020 of the County Personnel Rules reads:

The Board shall be composed of the following three (3) members appointed by the Board of Supervisors biennially:

County Member - The Chairman of the Board of Supervisors shall nominate a County Member who shall serve on appeal hearings.

Employee Member - Each recognized bargaining unit shall nominate a member who shall serve when the appellant is represented by that unit.

Consensus Member - The third member shall be a Consensus Member nominated by the unanimous consent of the County Member and the Employee Member of the affected unit. The Consensus Member shall serve on all appeal hearings.

6. Grievances - Confidential

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

**ARTICLE 11      ASSOCIATION REPRESENTATIVES AND RELEASE TIME**

It is understood by the County and the Association that good organization, competent leadership, and well-informed representatives for both Management and Labor improve the employer-employee relationship and the communication process. Further it is understood and agreed that morale and job performance may be directly related to a healthy, balanced, and mutually respectful employer-employee relationship. Consistent with the foregoing, it is therefore agreed that:

1. Designated representatives of the Association shall be provided a reasonable amount of time to investigate and present grievances. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After requesting time off from his/her immediate supervisor as far in advance as reasonably possible, the representative shall be permitted to leave the regular work site to deal with grievance matters. Permission for such use of work time may be denied for legitimate operating reasons, but shall not be unreasonably denied.
2. The Association may designate up to four (4) designated representatives of the Association who will be granted three (3) hours per month of release time to attend meetings of the Association Board of Stewards. All employees shall be released on the same day as designated by the Union, and the member's meetings shall be held at a site other than on County premises. Such release time may not be accumulated from

month to month; employees who are sick or otherwise absent from work waive their right to release time.

3. The Association may designate up to four (4) representatives who shall be authorized to attend all negotiation meetings between the Association and the County. One representative shall be authorized to attend meetings of both the Health Insurance and Labor/Management committees.

## **ARTICLE 12     OVERTIME**

1. All employees shall receive FLSA overtime consistent with existing law.
2. For law enforcement personnel authorized overtime hours worked in excess of 80 in a 14-day work period shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate.
3. Only hours worked shall be counted as time worked for purposes of computing time and one-half overtime, except that hours paid for pre-approved vacation, comp-time, and holidays shall be counted as hours worked for purposes of computing overtime. Sick leave, and vacation in-lieu and comp-time in-lieu of sick leave shall not count as hours worked.
4. The County will pay an amount equal to time and one-half over and above the current hourly rate of pay for an employee required to work in excess of eight (8) hours per workday. However, if an employee is assigned to work an approved alternate work-shift such as 10 or 12-hour shifts, the employee will only receive time and one-half for work performed in excess of the alternate shift. A workday is defined as a 24-hour period.
5. It is specifically understood that overtime does not apply to unauthorized hours of work or standby time.
6. All overtime worked shall be either paid on the payday following the pay period in which it was earned, or accumulated to be taken as compensatory time off. Compensatory time shall be accumulated at the same rate as overtime and may be taken off at a time designated by the employee with the approval of the Chief Probation Officer or designee.
7. Section 10-11 of the County Policy and Procedures Manual governing work beyond the normal work week (overtime) is amended for employees covered by this Agreement to reflect an increase in the maximum accumulation of compensatory time off to eighty (80) hours.

## **ARTICLE 13     CALL BACK/COURT TIME**

1. Employees who are called back to work after having completed the normal shift, after having left the work site, shall be entitled to receive a minimum of three (3) hours at the overtime rate.

2. Any employee called in early to work directly prior (contiguous) to their shift with less notice than eight hours prior to the start of their regular shift shall be entitled to receive a minimum of three (3) hours at the overtime rate.
3. Minimum "call-back" shall not apply to overtime which is contiguous to the employee's regular shift or to overtime for required shooting range practice or qualifications, special meetings, training sessions or other special events scheduled at least twenty-four (24) hours in advance. Employees required to respond to special events that are scheduled at least twenty-four (24) hours in advance shall receive a minimum of two (2) hours at the overtime rate or the actual time spent at the event, whichever is greater.  
  
For employees with take home vehicles, minimum "call back" also will not apply when ordered to perform work during their commute to and from work. Such deputies will be paid for actual time worked for duties performed driving to work and for actual time worked commencing with the end of the shift until the duties to be performed are completed. Minimum "call back" will apply if a deputy is called back to work after the deputy has arrived at home.
4. Minimum "call-back" shall not apply to overtime which is required for physical examinations or portions thereof. Employees shall be compensated at the overtime rate for actual time spent in the physical exam.
5. Any employee who is subpoenaed to appear in court on that employee's time off and reports to court shall receive a minimum of three (3) hours pay at the overtime rate or shall receive pay for the actual time spent in court at the overtime rate, whichever is greater.
6. Minimum "call-back" shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off-duty to handle work over the phone or by computer, the employee shall be compensated for one-half (1/2) hour straight time pay (equals 20 minutes at 1.5 overtime rate) or actual time spent on the call, computer or otherwise performing authorized overtime work which does not require the employee to physically travel to the worksite, whichever is greater.

**ARTICLE 14     HEALTH/DENTAL/OPTICAL PLAN**

Employees who are enrolled in a pretax insurance plan will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying event.

- A) Effective July 1, 2021 (pay period 14-2021) and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan, shall be as follows:

Health/Dental/ Vision Plan level	County Monthly Contribution
Single	\$450.78
Two-Party	\$820.66
Family	\$1,234.80



Dental/ Vision Only(1)	County Monthly Contribution
Single	\$31.14
Two-Party	\$58.42
Family	\$91.88

(1) This benefit tier is for employees who can demonstrate they are covered for health insurance through the military.

Insurance premium increases shall be split 50/50 between the employer and employee through the term of this agreement. At the expiration of this contract, absent a successor agreement, the employee is responsible for paying 100 percent of any premium increases.

- B) The County and Association agree that meet and confer discussions regarding the structure of the medical/dental/optical insurance coverage shall take place each year through the Joint County/Employee Medical Insurance Committee. The Committee shall consist of one voting representative from each bargaining unit as well as unrepresented management (except for the General Unit which has three) and the County. If any changes are needed to the structure of the plan, a good faith effort will be made to make such recommendations to the Board of Supervisors by April 15 of that year. The County’s contribution toward medical/dental/optical premiums is set in this Article above.

**ARTICLE 15     SALARY**

Employees in classifications covered by this Agreement (see Article 2 – Recognition) shall receive a 4.0 range (approximately 4%) salary increase November 1, 2021 (Pay Period 23-2021), or upon ratification and approval of the Board of Supervisors, whichever is later. Additionally, all employees in classifications covered by this Agreement shall receive a lump sum of \$500 upon ratification and approval of the Board of Supervisors.

In the second year of the Agreement (FY 22-23), all employees in classifications covered by this Agreement (see Article 2 – Recognition) shall receive a 3.0 range (approximately 3%) salary increase effective December 26, 2022 (PP01-2023).

**ARTICLE 16     RETIREMENT**

1. New Members - Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2.7% at 57 Safety plan pursuant to AB 340/SB197 (pension reform). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS. Such payment shall vest to the employee.
2. Classic Members - County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS, are eligible for the 3% at 55 Safety Plan, which became effective 4/1/02. These employees pay the

entire 9% of salary PERS employee contribution. Such payment shall vest to the employee.

- a) The 3% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation; Military Service Credit; and, 1959 Survivor benefit Level 4.

## **ARTICLE 17     STANDBY PAY**

Employees specifically assigned to standby status by the Department shall receive \$2.00 for each hour so assigned. Standby time shall be defined as that time, other than the regular duty shift, during which an employee is required to remain available for call and ready for duty. Standby assignments shall be made for a minimum of eight (8) hours in any 24-hour period.

## **ARTICLE 18     HOLIDAYS**

1. The days established as holidays are:

January 1, New Year's Day

3rd Monday in January, Martin Luther King Day

3rd Monday in February, Presidents Day

Last Monday in May, Memorial Day

July 4, Independence Day

1st Monday in September, Labor Day

November 11, Veterans' Day

The day designated as Thanksgiving Day

The day following Thanksgiving Day

Half-day (4 hours) the working day before the day observed as Christmas Day  
December 25, Christmas Day

Half-day (4 hours) the working day before the day observed as New Year's Day

Such other days as the Board of Supervisors may determine by resolution.

### Paid Closure

In 2021 and 2022 County offices (where possible) will be closed to the public between Christmas and New Years providing three and one-half days of additional holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off due to the requirements of their position (e.g., Court appearances), these employees shall be paid straight-time holiday in-lieu pay, up to the actual amount of time worked during that week, not to exceed 28 hours for 2021 and 2022.

Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.

The specific dates for these additional hours of holiday time is as follows:

2021

Tuesday, December 28, 2021 – 8 hours

Wednesday, December 29, 2021 – 8 hours

Thursday, December 30, 2021 – 8 hours

Friday, December 31, 2021 – 4 hours

2022

Tuesday, December 27, 2022 – 8 hours

Wednesday, December 28, 2022 – 8 hours

Thursday, December 29, 2022 – 8 hours

Friday, December 30, 2022 – 4 hours

2. Nothing herein shall prevent the head of any department or institution, which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work upon any holiday.
3. Any employee who is required to work, by reason of the nature of the service of the Department or by reason of a regularly scheduled work week other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled work week of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.
4. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
5. When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday, in lieu of the day observed.
6. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time services.
7. Notwithstanding anything in this article to the contrary, extra help employees shall not be entitled to paid holidays.
8. All full-time regular employees in the bargaining unit who are required to perform shift work will receive eight (8) hours pay for each of the full-day holidays listed, and four (4) hours pay for each of the half-day holidays listed in the County's holiday policy in lieu of a day off. Payment will be made on the payday for the pay period in which the holiday occurs.
9. In order to qualify for holiday pay, the employee must have been on the payroll in a full-time permanent or probationary capacity and in paid status for the entire week in which the holiday was observed.

10. An additional eight (8) hours shall be added, in lump amount, to each covered employee's vacation account Pay Period 15 every year. This time shall not become vested until added to the account. If the accrual of these eight (8) hours would cause the employee to reach or exceed their accrual cap, the employee shall not lose any of these hours, however, the employee will not accrue any additional vacation until they are below the vacation limit.

**ARTICLE 19      VACATION AND COMPENSATORY TIME OFF**

1. The County Personnel Rules which pertain to vacation entitlement (Section 7011.1) and vacation carry over limits (Section 7011.2) shall be amended or deleted to be consistent with the following provision:

- a. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (2080 hours of actual service as defined in the County Personnel Rules equals one year) as follows:

- 1) Employees hired prior to April 22, 2019:

Service Hours	Hours (days) Earned (based on hrs)	Rate (based on hrs)
0 - 10,400	96 (12 days)	.046154
10,401 – 20,800	120 (15 days)	.057693
20,801 – 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

- 2) Employees hired on or after April 22, 2019:

Service Hours	Hours (days) Earned (based on hrs)	Rate (based on hrs)
0 – 4,160	80 (10 days)	.038462
4,160 – 10,400	96 (12 days)	.046154
10,401 – 20,800	120 (15 days)	.057693
20,801 – 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

- b. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (as set forth in 1a above) until the employee reaches one of the following accrued hours of vacation limits:

Hours (days) Earned (based on hrs)	Maximum Vacation Accumulation Limits
80 (10 days)	160 hours
96 (12 days)	192 hours
120 (15 days)	240 hours
140 (17.5 days)	280 hours
160 (20 days)	320 hours

Once the appropriate accumulation limit has been reached, the employee shall cease to earn additional vacation until the employee's accumulated vacation balance falls below the limits listed above.

2. When requesting time off, the employee may elect to use either accrued compensatory time or accrued vacation. The maximum amount of accrued compensatory time shall not exceed 80 hours.

**ARTICLE 20     RETIREE HEALTH BENEFIT**

This Article does not apply for employees who elect the PERS service credit.

- a) Employees hired after January 1, 1999, will accrue sick leave as follows:

<u>Service Hours</u>	<u>Hours Earned (days)</u>
0 - 10,400	80 (10 days)
10,401 – 20,800	88 (11 days)
20,801 and over	96 (12 days)

Employees hired after January 1, 1999, who have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an “account” to be used toward Kings County health insurance program premiums, at a rate up to the family option per month until the employee and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out.

The retiree health benefit percentage shall be as follows:

<u>Service Hours</u>	<u>Percent of compensation (based on hours) Health Benefit</u>
20,801 - 41,600	40%
41,601 and over	50%

To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the County’s existing health benefit plan at the time of the employee’s retirement from County service. Retiree health benefit payments may be used toward coverage for the employee’s dependents only as long as the dependent(s) is eligible for coverage under the plan, has not reached Medicare age and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare age and there is money remaining in the account, the employee’s covered dependent(s) may continue to use the account toward Kings County health insurance premiums or Medicare supplemental insurance programs, if

eligible as stated above. Any unused balance in the account remains the property of the County.

- b) Employees hired prior to January 1, 1999, who separate in good standing shall be allowed a one time irrevocable election to decide whether to receive the retiree health benefit option (if eligible) or cash as follows:

<u>Service Hours</u>	<u>Percent of Compensation Retiree Health Benefit</u>	<u>Percent of Compensation (cash)</u>
10,400 – 41,600	40%	20%
41,601 and over	50%	25%

Taxes will be paid by the employee on the full cash distribution, or the portion of the deposit into the account that could have been taken in cash. Additionally, the cash benefit is taxable in the year the cash is received. Any unused balance in the account remains the property of the County.

- 1) Retiree health benefit option:

To qualify for the retiree health benefit (non-cash) employees must have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of separation from Kings County employment. A percentage of the dollar value of accrued sick leave (at time of retirement) will be put into an “account” to be used toward Kings County health insurance premiums. The employee and any dependents to be covered must be enrolled in the County’s existing health benefit plan at the time of the employee’s retirement in good standing from County service. Employees electing to utilize the retiree health benefit option must submit their election in writing to the County Department of Finance not later than 14 days after the effective date of retirement. If the employee elects the retiree health benefit option, the County will pay up to the family option per month toward the employee’s health insurance premium until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. Retiree health benefit payments may be used toward coverage for the employee’s dependents only as long as the dependent(s) is eligible for coverage under the plan; has not reached Medicare eligibility and, in the case of children, only to the age permitted under the plan contract as dependent children. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. If the retiree dies prior to Medicare eligibility and there is money remaining in the account, the employee’s dependent(s) may continue to use the account, if eligible as stated above. In the event of death of an eligible employee (while still employed in good standing), the qualifying eligible dependent(s) shall make a determination of either cash or the retiree health benefit option within 30 days of the death of the employee.

- 2) Cash benefit option:  
Employees who fail to elect the retiree health benefit will be cashed out, if eligible. If employee elects the cash option, the employee will receive the benefit if the employee separates in good standing as a result of resignation, layoff, retirement or death.

## **ARTICLE 21      FAMILY ILLNESS LEAVE**

An employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to:

1. A child, which for purposes of this article means a biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
2. A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
3. A spouse;
4. A registered domestic partner;
5. A grandparent;
6. A grandchild; or
7. A sibling.

The categories of qualifying family members defined above are defined by law as of the signing of this agreement. The intent of this section is to reflect the requirements of current law and this section is not intended to contradict, supplement, or diminish these legal requirements. Accordingly, any changes to such applicable laws shall supersede this MOU section.

All conditions and restrictions placed by the County upon the use by an employee of sick leave shall also apply to use by an employee of sick leave to attend to an illness of their family member as defined above. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave.

Employees shall indicate requests for family illness leave on an appropriate County form prior to approval. All time utilized as family illness leave shall be formally recorded.

## **ARTICLE 22      FAMILY MEDICAL LEAVE**

The County agrees to abide by the requirements of the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), and to adopt appropriate policy and procedures required for implementation.

**ARTICLE 23     JURY DUTY**

Employees working swing or graveyard shifts may be reassigned to the day shift for the duration of their jury duty and shall be entitled to paid release time pursuant to Section 7013 of the County Personnel Rules, "Jury Duty," to wit:

Every employee shall be entitled to leave from his/her regular County duties without loss of wages, vacation time, sick leave or other employee benefits for the purpose of responding to a regularly summoned jury duty or as a non-party witness, provided he/she meets the following conditions:

- a. He/she notified the department head immediately upon receipt of a summons to appear.
- b. Immediately upon being excused from the summons for jury duty or as a witness, he/she returns to the performance of his/her duties.
- c. He/she claims and endorses over to the department all compensation, other than mileage allowance, which was received by virtue of his/her service on jury duty or as a witness.

**ARTICLE 24     UNIFORM ALLOWANCE**

- 1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Effective the first full pay period in July 2013 (PP13-15) only the initial uniform allowance paid to new employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
- 2. Eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period. The annual allowance amounts are as follows:

	<u>2022</u>
Deputy Probation Officers	\$650

- 3. Upon receipt of the department-issued bulletproof vest, employees may choose to purchase a "Molle Carrier" or equivalent cover. Employees who purchase a cover on or after July 1, 2021, subject to department approval, will receive reimbursement of the cost up to \$100. Employees must submit the receipt for their cover within 30 days to the Probation Department.



4. At the discretion and upon approval of the Chief Probation Officer, the County agrees to reimburse for the cost of uniforms that are damaged during duty hours or while stored at a County facility, providing that the employee made a reasonable effort to safeguard the uniform. Reimbursement will be based upon the replacement value of the item, based upon its current cost, upon submission of proof of purchase. Such reimbursement shall be made within thirty (30) days from the date of submission of the claim by the employee and related required reports to the Department.
5. For employees hired on or after January 1, 2013 and designated as “new members” to CalPERS, any uniform allowance will not be subject to PERS pursuant to AB 340/SB197 (pension reform).

## **ARTICLE 25     BODY ARMOR**

1. The Probation Department shall establish a policy related to body armor which includes mandatory wear provisions.
2. The County will supply body armor to all employees in the bargaining unit every five years as follows:

The Probation Department procedure is to reimburse the employee in an amount equal to no more than the average cost of vests, as determined by the Chief Probation Officer or designee, which meet the following criteria: Level III, wrap around, fitted, with trauma plate and removable cover. After the Chief Probation Officer or designee surveys the cost of purchasing a Level III vest (normally in January for budget purposes), the Chief Probation Officer shall then set the dollar amount(s) of reimbursement. Employees may purchase vests of a higher grade, but must pay the difference in cost.

## **ARTICLE 26     PERSONAL PROPERTY REIMBURSEMENT**

Upon approval of the Chief Probation Officer, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches or other articles necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty or stolen from County facilities provided the employee was not at fault or contributorily negligent. If items are damaged beyond repair, the actual value of such may be paid. The value of such items shall be determined as of the time of damage thereto. The County Chief Probation Officer shall establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall be authorized for repair or replacement of items or personal property used on County business unless they have more than minor value and are listed on an inventory of such items which has received certification by the Chief Probation Officer that said items are necessary for the conduct of County business.

**ARTICLE 27     LAYOFF**

Sections 12045 and 12046 of the County Personnel Rules relating to the Order of Layoff are amended to provide that employees in the bargaining unit with overall performance evaluations of less than standard will be laid off first in the inverse order of their seniority in rank.

Employees laid off on the basis of performance evaluation will have the right to displace an employee in the next lower rank with less seniority in that rank. Employees with overall performance evaluations of standard or above will be laid off next in the inverse order of their seniority in rank.

In cases of a seniority tie, prior service time as a sworn (POA) peace officer in the department affected shall be used to further determine seniority.

**ARTICLE 28     LABOR/MANAGEMENT COMMITTEE**

The County and the Association agree that it is beneficial to maintain positive communications. Therefore, the parties have established an informal labor/management committee. Either party may request a meeting. A meeting will be scheduled if both parties agree that meeting is appropriate. Meetings shall continue as long as the meetings are deemed mutually beneficial by both parties.

**ARTICLE 29     BILINGUAL PAY**

Bilingual employees assigned to public contact positions shall be entitled to Level I Conversational bilingual compensation in the amount of \$25.00 per pay period where bilingual skills are used on a regular basis to perform their duties, communicate with the public and to translate for other employees. Employees shall be required to pass a department selected bilingual verbal proficiency examination.

Bilingual employees assigned to public contact positions may be entitled to Level II Advanced bilingual compensation in the amount of \$50.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time, includes the use of advanced bilingual skills, and the employee has passed the corresponding County selected bilingual proficiency examination. For purposes of determining the 50% criteria, contact with the public and others contacted in the course of their duties (including monitoring, detaining and transporting) that speak the language in which the employee is bilingual shall be applied to the 50% criteria.

Bilingual pay requires approval by the Human Resources Director upon request of the department head. Where necessary, job audits may be conducted to determine whether the bilingual skills are being utilized as required. For highly specialized or highly technical situations, or where the job knowledge is critical to ensuring that competent and accurate translation is available on an on call or as needed basis, and upon request of the Department, the County Administrative Officer may waive the percentage requirements. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments

within the County. Regardless of certification, all employees shall use any language skills they possess to the best of their ability. The Department Head retains the right to assign employees and/or reassign employees based on organizational needs.

Employees receiving Level II Advanced bilingual compensation shall not be entitled to receive Level I Conversational bilingual compensation. Employees that translate for more than one language are not eligible to receive additional bilingual compensation for the additional language(s). Bilingual pay shall be terminated if the Department determines that the percentage or level of bilingual services provided by the employee falls below the established criteria for compensation, or the employee fails to pass a proficiency examination, or the department determines that the employee fails to demonstrate satisfactory performance in providing bilingual services. Bilingual pay shall be terminated and a new request for bilingual compensation may be submitted if the employee is demoted, promoted or transferred. The decision of the Human Resources Director regarding the granting and termination of bilingual payment shall be final and shall not be subject to appeal or grievance procedures. When a part-time employee is assigned bilingual duties, the bilingual pay shall be prorated.

**ARTICLE 30      DIRECT DEPOSIT OF PAYROLL CHECKS**

All employees shall be subject to mandatory participation in the direct deposit of their County payroll checks. Prior to the commencement of employment, any such employee shall complete a direct deposit sign-up/authorization form for the direct deposit of the payroll check.

**ARTICLE 31      EMPLOYEE ASSISTANCE PROGRAM**

The County will contract for an employee assistance program (EAP) which will provide for assessment, diagnosis, short-term consultation and referral to the most appropriate community resources for employees and dependents. Employees may voluntarily utilize the program or, with just cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 14 shall advise the County on plan design and selection of providers.

**ARTICLE 32      ADMINISTRATIVE APPEAL PROCEDURE (See Appendix A)**

**ARTICLE 33      TIMEKEEPING ROUNDING RULES (See Appendix B)**

**ARTICLE 34      TERM OF AGREEMENT**

Except where otherwise specifically stated herein, this agreement shall be effective the first full pay period following ratification and approval of the Board through June 30, 2023.

The Association shall have the ability to request a meet and confer regarding longevity.

**ARTICLE 35      DEFERRED COMPENSATION**

For every four dollars contributed to the County contracted deferred compensation programs by employees, the County shall contribute one dollar to the employee's account, up to a maximum of one thousand twelve hundred dollars (\$1,200) per calendar year.

**ARTICLE 36      PROFESSIONAL WORK ENVIRONMENT STANDARDS**

The County strives to provide a respectful and professional work environment free from unlawful discrimination, harassment, retaliation, or abusive conduct as defined by state or federal law. An employee who believes that they have been subject to unlawful discrimination, harassment, retaliation, or abusive conduct should report their concern to their Manager, the Chief Probation Officer or the County Department of Human Resources. The terms of this section are not subject to the Grievance procedures, but will be enforced through the County's Human Resources policies.

**ARTICLE 37      RECOMMENDATION**

The undersigned representatives of Kings County and the Kings County Probation Officers Association, having met and conferred in good faith, have reached agreement on the items contained herein.

FOR THE ASSOCIATION:

\_\_\_\_\_  
Esmeralda Chavez                      Date  
President

\_\_\_\_\_  
Mary Helen Mendoza                      Date  
Vice-President

FOR THE COUNTY:

\_\_\_\_\_  
Henie Ring                                      Date  
Human Resources Director

\_\_\_\_\_  
Carolyn Leist                                      Date  
Principal Personnel Analyst

**APPENDIX A**  
**ADMINISTRATIVE APPEAL PROCEDURE**  
**PROBATION OFFICERS ASSOCIATION**

Administrative Appeal Procedure

Appeals of Written Reprimands of Public Safety Officers and Firefighters

A written reprimand is not appealable unless appeal rights are required by law. Pursuant to Government Code Sections 3254(b) and 3304(b), an employee serving as a public safety officer or firefighter who receives a written reprimand shall be entitled to an administrative appeal of the reprimand if they have successfully completed their probationary period. The local rules governing such appeals are as follows:

Appeal of Written Reprimands

Employees must notify their department head in writing of their demand for an administrative appeal within five business days after service of the reprimand. Failure to make a timely written request shall result in the forfeiture of the employee's right to an appeal. Employees shall not be entitled to appeal the reprimand prior to service of the reprimand.

Hearing Officer

The employee's department head or the department head's designee shall serve as the hearing officer for the appeal. No person, including the department head, may sit as a hearing officer if they initiated or actively participated in the decision to issue the written reprimand.

The Hearing

Strict rules of evidence do not apply; the hearing officer may rely on any information produced at the hearing that a reasonable person may consider in making an informed decision.

The individual issuing the reprimand shall have the burden to establish by a preponderance of the evidence that the reprimand was appropriate and reasonable under the circumstances.

The parties may present evidence through documents and testify on their own behalf.

The parties shall not be entitled to confront and cross-examine witnesses.

The proceeding may be recorded at the request of either party.

Employees may be represented by a personal representative or attorney of his or her choice. All costs associated with such representation shall be borne by the employee.

The rules contained herein are the minimum requirements for such hearings. However, the parties may mutually agree at any time prior to the commencement of the hearing to waive any requirements set forth in these rules.

## The Decision

Within thirty working days of the hearing, or as otherwise agreed to by the parties, the hearing officer shall issue a written statement of decision and state the evidence relied upon and the basis for the determination.

## APPENDIX B

### Side Letters

#### LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS

AND

#### KINGS COUNTY PROBATION OFFICERS ASSOCIATION

April 2015

The County and the POA agree that a 1/10th of an hour rounding rule shall be applied to timekeeping processes for all hourly employees. Therefore the County and the POA agree to abide by the rounding chart provided as follows in creating and applying work rules relative to rounding in the PeopleSoft Time and Labor module:

**Chart to convert Minutes to Tenths of an Hour**

Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported
1 min.	0.0	21 min.	0.4	41 min.	0.7
2 min.	0.0	22 min.	0.4	42 min.	0.7
3 min.	0.1	23 min.	0.4	43 min.	0.7
4 min.	0.1	24 min.	0.4	44 min.	0.7
5 min.	0.1	25 min.	0.4	45 min.	0.8
6 min.	0.1	26 min.	0.4	46 min.	0.8
7 min.	0.1	27 min.	0.5	47 min.	0.8
8 min.	0.1	28 min.	0.5	48 min.	0.8
9 min.	0.2	29 min.	0.5	49 min.	0.8
10 min.	0.2	30 min.	0.5	50 min.	0.8
11 min.	0.2	31 min.	0.5	51 min.	0.9
12 min.	0.2	32 min.	0.5	52 min.	0.9
13 min.	0.2	33 min.	0.6	53 min.	0.9
14 min.	0.2	34 min.	0.6	54 min.	0.9
15 min.	0.3	35 min.	0.6	55 min.	0.9
16 min.	0.3	36 min.	0.6	56 min.	0.9
17 min.	0.3	37 min.	0.6	57 min.	1.0
18 min.	0.3	38 min.	0.6	58 min.	1.0
19 min.	0.3	39 min.	0.7	59 min.	1.0
20 min.	0.3	40 min.	0.7	60 min.	1.0





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM November 9, 2021

**SUBMITTED BY:** Department of Public Health – Darcy Pickens/Heather Silva

**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.