

Board Members

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



Staff

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

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, August 2, 2022
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>

The meeting can be attended telephonically, on the Internet by clicking this link:
<https://countyofkings.webex.com/countyofkings/j.php?MTID=me5e3a0f4876e168c2efe40086f32933f>
or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

WebEx will be available for access by 8:45 a.m.

Members of the public who wish to **view/observe** the meeting virtually can do so via the worldwide web at:
www.countyofkings.com and click on the "Join Meeting" button or by clicking this link:
<https://youtu.be/f6xpMe0LHv8>

Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.

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

- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Arthur Fox – New Hope Orthodox Presbyterian Church
PLEDGE OF ALLEGIANCE

II. **UNSCHEDULED APPEARANCES**

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



III. APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for July 26, 2022.
- B. Approval of the minutes from the regular meeting for July 26, 2022.

IV. CONSENT CALENDAR

A. Human Services Agency:

- 1. Consider adopting a Resolution to authorize the Director of Human Services Agency as the signee for remaining Project Homekey documents.
- 2. Consider approving an Agreement with Fiscal Experts, Incorporated, doing business as Time Study Buddy for program-level time-tracking software effective August 2, 2022 through July 31, 2027.

V. REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis/UnChong Parry

- 1. Consider approving an Agreement with California Mental Health Services Authority for the Semi-Statewide Enterprise Health Record program, retroactively effective from March 18, 2022, through March 18, 2029.

B. Fire Department – William Lynch

- 1. a. Consider authorizing the Fire Chief to submit a proposal for the purchase of a new low emission Fire Apparatus;
- b. Authorize the Fire Chief to sign the submitted application.

C. Public Health Department – Rose Mary Rahn/Heather Silva

- 1. Consider adopting a Resolution proclaiming August 2022 as Valley Fever Awareness Month in Kings County.

D. Administration – Edward Hill/Kyria Martinez/Domingo Cruz

- 1. Consider recognizing the winners of the 2022 County Employee Budget Book Photo Contest.
- 2. Consider authorizing the Chairman to sign a letter of support for the F-35A Lightning II Operational Beddown at Naval Air Station Lemoore.

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. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, August 9, 2022 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

August 9	9:00 AM	Regular Meeting
August 16	9:00 AM	Regular Meeting
August 23	9:00 AM	Regular Meeting
August 30	9:00 AM	Regular Meeting

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

Board Members

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



Staff

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

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, July 26, 2022
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>

The meeting can be attended telephonically, on the Internet by clicking this link:
<https://countyofkings.webex.com/countyofkings/j.php?MTID=mbd87ea32ae2667b7b656a2c85b85f42a>
or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting.

WebEx will be available for access by 8:45 a.m.

Members of the public who wish to view/observe the meeting virtually can do so via the worldwide web at:
www.countyofkings.com and click on the "Join Meeting" button or by clicking this link:
<https://youtu.be/AJ52rEiA74Q>

Members of the public viewing the meeting through YouTube will not have the ability to provide public comment.

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

- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – District 3 Supervisor - Doug Verboon
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT



II. UNSCHEDULED APPEARANCES

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

Kelly Vernon, Kings County Chief Probation Officer thanked the Human Resources and Administration staff for working together to complete the side letter for longevity pay with the Probation Officers Association on the agenda today.

Carolyn Leist, Kings County Human Resources Director introduced Ashley Hernandez, Personnel Analyst and stated that Brianna Allen, was promoted to Personnel Technician.

Dave Robinson, Kings County Sheriff stated that they will be hosting an open house for the new headquarters building on August 5, 2022 at 10:00 a.m.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for July 19, 2022.

REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at the July 19, 2022 meeting.

B. Approval of the minutes from the regular meeting for July 19, 2022.

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

IV. CONSENT CALENDAR

A. Sheriff's Office:

1. a. Consider authorizing the Sheriff's Office to purchase a bomb suit and helmet from MED-ING, LLC.
- b. Adopt the budget change. **(4/5 vote required)**

B. Administration:

1. Consider appointing one member to the Kings County Behavioral Health Advisory Board.

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

V. REGULAR AGENDA ITEMS

A. Child Support Services – Marie Waite

1. Consider adopting a Resolution proclaiming the month of August 2022 as Child Support Awareness Month in Kings County.

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

B. Community Development Agency – Chuck Kinney

1. Consider accepting the monthly report of Planning Commission's actions from their July 11, 2022 meeting.

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

C. Human Resources Department – Carolyn Leist

1. Consider authorizing the County Administrative Officer to sign the Side Letter of Agreement with the Probation Officers Association for longevity pay beginning July 25, 2022.

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

2. a. Consider approving 3% longevity pay for the identified safety management classifications, excluding the Sheriff, effective July 25, 2022, pay period 16-2022;
- b. Approve the Salary Resolution which reflects recommended and previously authorized classification and salary changes, and addition of longevity pay for identified safety management classifications.

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



D. Job Training Office – Lance Lippincott

1. a. Consider approving the Workforce Innovation and Opportunity Act Master Subgrant Agreement with the California Employment Development Department retroactively effective from April 1, 2022 through June 30, 2024;
- b. Authorize the Director of Economic and Workforce Development to enter into any Agreements necessary to carry out this Master Subgrant Agreement and subsequent modifications unilaterally authorized by the California Employment Development Department.

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

E. Public Health Department – Rose Mary Rahn/Heather Silva

1. Consider adopting a Resolution proclaiming the month of August 2022 as National Breastfeeding Month in Kings County.

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

2. a. Consider approving the Agreement with Valley Voices for COVID-19 education and prevention services retroactively effective from July 1, 2022, to June 30, 2023.
- b. Authorize the Director of Public Health to amend the Agreement for non-substantiative changes and non-financial contractual changes without requiring further board approval.

ACTION: DIRECTED STAFF TO BRING THE MATTER BACK FOR APPROVAL OF A 6 MONTH AGREEMENT AND TO COMPLETE AN RFP IF SERVICES ARE TO BE PROVIDED BEYOND THAT TERM (RV, CP, DV, RF, JN-Aye)

3. 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 Fagundes stated that he handled work by phone with staff and constituents while dealing with some back issues this past week.

Supervisor Valle stated that received a text from Corcoran Police Department stating that there will be a COVID-19 vaccination clinic at the park in Corcoran on July 28, 2022 and that he went to the Central Coast for his birthday.

Supervisor Verboon stated that he attended the special meeting of the Greater Kings County Chamber of Commerce to help select the recipients for the annual event in October at the West Hills College Arena. He stated that he attended the Cattleman’s dinner in San Luis Obispo County where the recipient of the award was the County Tax Assessor and stated that he attended the San Joaquin Valley Joint Powers Authority -Amtrak meeting.

Supervisor Pedersen stated that he attended the National Association of Counties annual conference in Denver Colorado and discussed topics from the meetings he attended at the conference.

Supervisor Neves stated that he attended the Lemoore Kiwanis meeting, participated in the Wellness blood draw with CareATC, attended the CalViva finance meeting, donated blood at the Central California Blood Center Pint for Pint event and announced little league games for the 11 year olds and under program.



- ◆ **Board Correspondence:** Edward Hill stated that the Board received correspondence dated July 14, 2022, from Kings River-Hardwick School District regarding the General Obligation Bond Election for November 8, 2022. He stated that the Board received the 2021-2022 Final Report from the Kings County Grand Jury and the Board received the 2022-23 Lemoore Cemetery District Budget
- ◆ **Upcoming Events:** Edward Hill stated that the Kings County Library will be hosting its last session of Learn to Build a Model for teens and adults at its Hanford Branch Library located at 401 N. Douty Street in Hanford on July 27, 2022, from 4:00 p.m. to 5:00 p.m. Information regarding the event can be obtained by calling 559-852-4004. The City of Hanford is hosting Movies in the Park on July 29, 2022, admission is free. Disney's The Jungle Cruise will be shown and the movie begins at dusk at Civic Park. Kings Art Center will be hosting an Evening of the Arts on Friday, August 5, 2022, from 6:30 p.m. to 8:00 p.m. at 605 N. Douty Street in Hanford. There will be an Exhibition of art, carnival games, face painting, popcorn, punch and Superior Dairy Ice Cream. Admission is free! There will be a Public Safety Appreciation Luncheon hosted by Greater Kings County Chamber of Commerce and Hanford Chamber of Commerce on August 10, 2022 at the Hanford Civic Auditorium located at 400 N. Douty Street in Hanford. The event will take place at 12:00 p.m. and tickets are \$20. Tickets can be purchased on Eventbrite or through the website at hanfordchamber.com The National Guard Bureau and Department of the Air Force invite the public to learn about a proposal to locate F-35A aircraft at NAS Lemoore. An informational meeting to learn more about this proposal, ask questions and to submit comments will be held in person on Wednesday, August 10, 2022, from 5:00 p.m. to 7:00 p.m. at the L.T.A. Portuguese Hall located at 470 Champion Street in Lemoore. There will also be a virtual meeting on Thursday, August 25, 2022 from 5:30 p.m. to 6:30 p.m. The City of Avenal & Self-Help Enterprises will be hosting a Rental and Utilities Workshop for those impacted by COVID-19 on August 17, 2022, from 5:00 p.m. to 7:00 p.m. at the Avenal Recreation Center located at 717 E. Monterey in Avenal. For more information please call 559-802-1600. The Hanford Chamber of Commerce will be hosting Biz Ball Pickleball Tournament on Saturday, August 27, 2022, at 7:00 p.m. at the Hanford Pickleball Courts located at 1010 W. Grangeville Boulevard in Hanford. Registration is \$60 per team and one of the players must be employed by a local business.
- ◆ **Information on Future Agenda Items:** Edward Hill stated that the following items would be on a future agenda: Administration - Announcement of the Budget Book Photo Contest Winners. Agricultural Commissioner - Agreement with the California Department of Food and Agriculture for European Grapevine Moth Detection Program, Behavioral Health - Approve a Participation Agreement with California Mental Health Services Authority for the Semi-Statewide Enterprise Health Record Program, Fire - Approve a Grant Application for New Low Emission Emergency Vehicles, Human Services Agency - Authorize the Director of Human Services Agency to act as the signee for Project Homekey Documents; and approve an Agreement with Fiscal Experts, Inc., Doing Business as Time Study Buddy for Program-Level Time Tracking Software Solution, Public Health - Adopt a Resolution proclaiming the month of August 2022 as Valley Fever Awareness Month in Kings County, Sheriff - Approval of an Agreement with Hanford Adult School for Inmate Education Services.

- VII. CLOSED SESSION
- ◆ Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(1)]



VIII. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, August 2, 2022 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

August 2	9:00 AM	Regular Meeting
August 9	9:00 AM	Regular Meeting
August 16	9:00 AM	Regular Meeting
August 23	9:00 AM	Regular Meeting
August 30	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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 2, 2022

SUBMITTED BY: Human Services Agency- Wendy Osikafo/Esam Abed

SUBJECT: AUTHORIZE RESOLUTION FOR THE SIGNEE FOR PROJECT HOMEKEY DOCUMENTS

SUMMARY:

Overview:

Human Services Agency is seeking approval for the Director of Human Services Agency to be the authorized signer for all remaining documentation related to Project Homekey.

Recommendation:

Adopt a resolution to authorize the Director of Human Services Agency as the signee for remaining Project Homekey documents.

Fiscal Impact:

This agreement is funded by Project Homekey through the Department of Housing and Community Development. The expenditure appropriation and revenues are included in the Human Services Agency's Fiscal Year 2022-2023 recommended Budget (Budget Unit 510000).

BACKGROUND:

The Department of Housing and Community Development (HCD) received authority under Assembly Bill (AB) 83 to fund the Multifamily Housing Program, which is the statutory basis for the Project Homekey program. Homekey grant funds are derived primarily from Coronavirus Relief Fund (CRF) established by the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act. Additionally, the State has allocated \$50 million in State General Fund to subsidize two years of operational costs for projects.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AUTHORIZE RESOLUTION FOR THE SIGNEE FOR PROJECT HOMEKEY DOCUMENTS

August 2, 2022

Page 2 of 2

The Human Services Agency (HSA) provided the Board of Supervisors a Homekey presentation on August 4, 2020, which included a project overview and obtained approval to apply for two Homekey projects (Stardust and Triangle Courtyard). On December 15, 2020, the Board authorized Resolution No. 20-078 that gave Sanja Bugay, Human Services Agency former Director, or her designee authorization to execute the application and Homekey documents on behalf of Applicant for participation in the Homekey Program.

Most of the components of the original resolution have been completed. The application was submitted by HSA and approved by HCD. HSA entered into the standard agreement and has complied with its requirements as well as the conditions outlined within the Notice of Funding Opportunity. The project is nearing completion; however, the department has continued reporting obligations under the aforementioned terms. These include, but are not limited to, expenditure reports, project updates, and an authorized signee to confirm the authenticity of all information provided to HCD as it relates to the Project Homekey.

The updated resolution is required by HCD due the departure of former director Sanja Bugay. This is the only mechanism they will consider to change the authorized signee for project documents. HSA is requesting approval of the resolution to meet ongoing obligations related to the Project Homekey.

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

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

IN THE MATTER OF AUTHORIZING
THE DIRECTOR OF THE HUMAN
SERVICES AGENCY AS SIGNEE
TO THE HOMEKEY PROGRAM

RESOLUTION NO. _____

_____ /

WHEREAS, on December 15, 2020, the Kings County Board of Supervisors passed Resolution 20-078, authorizing the Kings County Human Services Agency (“HSA”) to apply for and participate in the California Department of Housing and Community Development’s Homekey Program.

WHEREAS, since the passage of Resolution 20-078, HSA has been a participant in and received funds for its participation in the Homekey Program.

WHEREAS, Section 5 of Resolution 20-078 specifically authorized Sanja Bugay or her designee, in her capacity as then Director of HSA, to execute the Application and subsequent Homekey documents on behalf of HSA.

WHEREAS, since the passage of resolution 20-078, Sanja Bugay has resigned as HSA Director for Kings County.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Director of Kings County Human Services Agency or their designee is authorized to execute all remaining Homekey documents on behalf of HSA for participation in the Homekey Program.
2. Except insofar as it is amended by this Resolution, Resolution 20-078 is remains in effect and is incorporated in its entirety into this Resolution.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the ____ day of _____, 2022, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this ____ day of _____,
2022.

Clerk of said Board of Supervisors

Original Resolution No. 20-078

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

IN THE MATTER OF APPROVING
AN AUTHORIZING APPLICATION
TO THE HOMEKEY PROGRAM /

RESOLUTION NO. 20-078

WHEREAS, the Department of Housing and Community Development (“Department”) has issued a Notice of Funding Availability (“NOFA”), dated July 16, 2020, for the Homekey grant funds pursuant to Health and Safety Code section 50675.1.1 (Assem. Bill No. 83 (2019-2020 Reg. Sess.), § 21.);

WHEREAS, the County of Kings (“Applicant”) desires to apply for Homekey grant funds. Towards that end, Applicant is submitting an application for Homekey funds (“Application”) to the Department for review and consideration;

WHEREAS, the Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department approved STD 213, Standard Agreement (“Standard Agreement”), and all other legal requirements of the Homekey Program.

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

1. Applicant is hereby authorized and directed to submit an Application to the Department in response to the NOFA, dated July 16, 2020, and to apply for Homekey grant funds in a total amount not to exceed \$5,500,000. That amount includes \$5,000,000 for capital expenditures (as allowed under Health and Saf. Code, § 50675.1.1, subd. (a)(1)-(6)) and \$ 500,000 for a capitalized operating subsidy (as allowed under Health and Safety Code, § 50675.1.1, subd. (a)(7)).

2. If the Application is approved, Applicant is hereby authorized and directed to ensure that any funds awarded for capital expenditures are spent by **December 30, 2020**, and that any funds awarded for capitalized operating subsidies are spent by **June 30, 2022**.

3. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed \$5,500,000 any and all other documents required or deemed necessary or appropriate to

secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the "Homekey Documents").

4. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

5. Sanja Bugay, Human Services Agency Director, or her designee, is authorized to execute the Application and the Homekey Documents on behalf of Applicant for participation in the Homekey Program.

The foregoing Resolution was adopted upon motion by Supervisor Neves, seconded by Supervisor Pedersen, at a regular meeting held December 15, 2020, by the following vote:

AYES:	Supervisors Neves, Pedersen, Valle, Verboon
NOES:	None
ABSENT:	Supervisor Fagundes
ABSTAIN:	None

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

IN WITNESS WHEREOF, I have set my hand this 15th day of December, 2020

Deputy Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 2, 2022

SUBMITTED BY: Human Services Agency – Wendy Osikafo

SUBJECT: AGREEMENT WITH FISCAL EXPERTS, INCORPORATED, DOING BUSINESS AS TIME STUDY BUDDY FOR PROGRAM-LEVEL TIME-TRACKING SOFTWARE SOLUTION

SUMMARY:

Overview:

The Human Services Agency is requesting approval to renew the agreement with Fiscal Experts, Incorporated, doing business as Time Study Buddy for program-level time-tracking and clock-in/clock-out software.

Recommendation:

Approve an agreement with Fiscal Experts, Incorporated, doing business as Time Study Buddy for program-level time-tracking software effective August 2, 2022 through July 31, 2027.

Fiscal Impact:

There will be no impact to County General Fund associated with this recommended agreement. The cost for Fiscal Year 2022-2023 is not to exceed \$60,000. The maximum amount of this agreement for Fiscal Years 2022-2027 is \$300,000. The amount of the agreement will be offset with federal and state funding. The expenditure appropriation and revenues are included in the Human Services Agency's Fiscal Year 2022-2023, recommended Budget (Budget Unit 510000).

BACKGROUND:

The Human Services Agency is requesting to enter into a renewal agreement with Fiscal Experts, Incorporated (Inc.), doing business as Time Study Buddy.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH FISCAL EXPERTS, INCORPORATED, DOING BUSINESS AS TIME STUDY BUDDY FOR PROGRAM-LEVEL TIME-TRACKING SOFTWARE SOLUTION

August 2, 2022

Page 2 of 2

Time Study Buddy is a web-based time study 'service' founded in 2009 by a former County Fiscal Officer. It has been designed specifically for California County Human and Social Services programs. It was designed to automate the entire time study process, from workers making daily time study entries to reporting the results. Time Study Buddy has also incorporated a time clock system into the software to allow Kings County Human Services staff to accurately record daily time and attendance for entry into the PeopleSoft system. The Time Study Buddy system allows for reporting capabilities, which the agency uses for grant billing.

Kings County Human Services Agency entered into a purchasing agreement with Fiscal Experts in October 2018. That agreement allowed for a maximum of 460 employees to utilize the software. Currently, the agency is budgeted at 484 employees. This increase in staff as well as an increase in the cost of the software licensing necessitates a new agreement.

This agreement has been reviewed and approved by Information Technology and County Counsel.

A Sole Source form was submitted and approved by Purchasing.

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2022, between the County of Kings, a political subdivision of the State of California (“Customer”) and Fiscal Experts, Inc., a California corporation (doing business as Time Study Buddy) (“Vendor”) (singularly a “Party,” collectively the “Parties”).

RECITALS

WHEREAS, the Customer requires a time-tracking solution for the staff of Human Service Agency (“HSA”) for recording time in real-time and for conducting employee time studies that are required for the purposes of grant invoicing; and

WHEREAS, Vendor developed a web-based software designed specifically for counties’ human and social services departments and agencies for automating the entire time-study process for recording time and producing reports used for time-studies and complying with program requirements; and

WHEREAS, the Customer wishes to purchase licenses from the Vendor for employees of HSA.

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The Customer engages Vendor and Vendor shall do, perform, and carry out the services as set forth in **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

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

Vendor 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

Customer shall pay Vendor up to the maximum of in accordance with the attached **Exhibit B**. Vendor is not entitled to, nor will Vendor receive any additional consideration, compensation, or other remuneration.

The Customer's obligation to compensate Vendor is contingent upon Customer's receipt of Federal and State funds. Both program activities and funding allocations are subject to immediate reduction or termination if either funding or funding authorization are reduced or terminated.

Upon approval of Customer, Customer shall pay Vendor monthly in arrears, up to the maximum amount reflected in **Exhibit B**, within thirty (30) days of receipt of timely invoices. Vendor shall submit invoices to Customer describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the Customer. Invoices must be documented in such reasonable detail as required by the Customer's Auditor to determine the funds were expended for the intended purposes. Vendor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

4. TERM

This Agreement commences on the August 2, 2022 and terminates on July 31, 2027, unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties for two (2) additional one (1) year terms.

5. RECORDS AND INSPECTIONS

Vendor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Vendor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. Customer 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 Customer.

6. AMENDMENTS

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

Any proposed increase in a single line item up to ten percent (10%) of the original line item must be approved by the Director of the Human Services Agency, or their designee. Any such Director approved modification shall not exceed the amount set forth in Section 3.

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 Customer's funding for services under this Agreement becomes unavailable, the Customer may terminate this Agreement effective immediately.

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

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

a. In the event the nature of the breach requires more time than allowed in the Notice of Default to cure, the defaulting Party may submit a written proposal to the non-defaulting Party within that period, setting forth a specific plan to remedy the default and the date certain for completion. If the non-defaulting Party assents to the proposed plan in writing, the defaulting Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within said period, the non-defaulting Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Default; or iii) grant the defaulting Party additional time to cure.

b. Alternatively, the Customer may elect to cure the default and Vendor shall bear all expenses incurred the Customer in curing the breach.

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

C. Effects of Termination. Termination of this Agreement shall not terminate Vendor's obligations or liability to the Customer for damages sustained by the Customer because of the Vendor's breach, nor the Vendor'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. No Waiver of Breach or Default by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or default of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or default; nor iii) impair or prejudice any remedy available to the non-breaching Party.

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 Customer's right of indemnification from Vendor or any third parties, Vendor shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. Vendor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Vendor shall deliver an Endorsed Additional Insured page from Vendor's insurance carrier to the Customer's Risk Manager guaranteeing said coverage to the Customer prior to the execution of this Agreement. Vendor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the Customer may have under the law.

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

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

E. Insurance Limits. Vendor shall obtain the insurance policies in the amounts set forth below, unless the Customer's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

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

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Vendor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the Customer.

4. Professional Liability covering Vendor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

F. Rating of Insurers. Vendor shall obtain insurance 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 upon prior approval of the Customer's Risk Manager.

G. Notice of Cancellation to the County and Payment of Premiums. Vendor shall cause each of the above insurance policies to be endorsed to provide the Customer with thirty (30) days' prior written notice of cancellation. The Customer 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 Vendor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

A. Professional Services. When the law establishes a professional standard of care for Vendor's services, to the fullest extent permitted by law, Vendor shall indemnify, defend, and hold harmless Customer 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 Vendor is responsible for such damages, liabilities, and costs on a comparative basis of fault between Vendor and the Customer in the performance of professional services under this Agreement. Vendor shall not be obligated to defend or indemnify the Customer 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, Vendor shall indemnify, defend, and hold harmless the Customer, 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 Vendor or by any individual or entity for which Vendor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Vendor.

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

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

10. INDEPENDENT CONTRACTOR

Vendor is an independent contractor and not an agent, officer, or employee of the Customer. This Agreement is by and between two independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Vendor 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 Customer, and the California Public Records Act, Government Code section 6250 *et seq.*

12. CONFIDENTIALITY

Vendor shall not use Customer's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Vendor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of

third-party's request to disclose Confidential Information, Vendor shall promptly submit said request to Customer.

13. CONFLICT OF INTEREST

Vendor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. Vendor shall not employ, nor retain any such person during the term of this Agreement. Vendor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Vendor has an affirmative duty to and shall disclose 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, Vendor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

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

15. SUBCONTRACTORS

Services under this Agreement are personal services. Vendor shall not subcontract any work under this Agreement without the prior written consent of the Customer, subject to any required state or federal approval.

16. ASSIGNMENT

Vendor shall not assign this Agreement without first obtaining the written consent of the Customer, subject to any required state or federal approval. Assignment by Vendor of any monies due does not constitute an assignment of this Agreement.

17. UNFORESEEN CIRCUMSTANCES

Neither Party shall be responsible for any delay caused by natural disaster, epidemic, pandemic, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of a Party, on the condition the affected Party notices the other Party in writing of the delay's cause within ten (10) of the date the delay began. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

The Customer owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Vendor prior to this Agreement's termination or upon completion of the work under this Agreement. Customer's reuse of any such materials in a manner other than originally intended is at the Customer's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

19. NOTICE

The Parties shall give all notices necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

Customer

Wendy Osikafo
Kings County Human Services Agency
1400 West Lacey Blvd., Building #12
Hanford, CA 93230

Vendor

Dan Gardner
Fiscal Experts, Inc.
dba Time Study Buddy
5350 Dunlay Drive, Suite 2716
Sacramento, CA 95835

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. The Parties entered into this Agreement in Kings County, rendering Kings County the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Vendor waives any rights it may possess under Code of Civil Procedure Section 394 to transfer any action arising out of this Agreement to a neutral county, or alternate venue.

21. SEVERABILITY

If a court of competent jurisdiction finds any of this Agreement's provision unenforceable, the remaining provisions remain enforceable and the unenforceable provisions will constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD-PARTY BENEFICIARIES

Unless otherwise specifically stated in this Agreement, the Customer and Vendor are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to grant any right or benefit to a third party, directly, indirectly, or otherwise.

24. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Vendor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

25. ELECTRONIC SIGNATURES; COUNTERPARTS

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

The Parties may sign this Agreement in two (2) or more counterparts that together constitute one (1) agreement.

26. AUTHORITY

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

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES ARE ON FOLLOWING PAGE

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

COUNTY OF KINGS

Fiscal Experts, Inc.

By: _____
Joe Neves, Chair

By: Dan Gardner
6DA4ADE4C9CDC2F13F7BBA705C93A32A readysign
Dan Gardner

ATTEST

APPROVED BY RISK MANAGEMENT
AS TO INSURANCE

Catherine Venturella, Clerk to the Board

By: Sarah Poots
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: Cindy Crose Kliever
40EEBBA457D223D6ED0E56156269F917 readysign
Cindy Crose Kliever
Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Compensation/Fees

Exhibit C: Assurance of Compliance with County – Non Discrimination

EXHIBIT A Scope of Work

DESCRIPTION OF SERVICES:

- Time Study Buddy Software as a Service which includes:
 - Time clock capabilities for staff
 - Time study functionality for staff
 - Reports for grant billing
- Online Train-the-Trainer for Management Staff
- Online training guides for staff
- Provide access to Customer's data via downloadable Excel reports

System Requirements

The system is a web-based application designed to work with the following browsers:

- Internet Explorer Version 11
- Microsoft Edge
- Firefox
- Safari
- Google Chrome

DESCRIPTION OF FUNCTIONALITY

- Provide updates to Time Study Buddy
- Perform scheduled maintenance outside of normal business hours
- Maintain data in a secure and confidential environment
- Ensure the Time Study Buddy is free of bugs and maintain an uptime of at least 99.9%.
- **Security:** The Time Study Buddy servers are co-located in San Luis Obispo with the Digital West Networks Data Center, which complies with PCI Data Security Standards Level 1. The Vendor's code and data use a 256-bit key Advanced Encryption Standard and comply with ISO/IEC 18033-3.
- **Backups:** The Time Study Buddy maintains real-time backups to N+1 redundant servers and hard drives, and daily backups at two off-site locations.



Scope of Services

Vendor: Fiscal Experts, Inc., a California Corporation (doing business as the Time Study Buddy), located at 5350 Dunlay Drive, Suite 2716, Sacramento, California 95835.

Platform: The **Time Study Buddy®** is a cloud-based time study “service.” The hardware and software are maintained and hosted by the Vendor. The Customer’s workers access the Vendor’s Platform using a computer with Internet access and a supported Internet browser. Browsers currently supported include Microsoft Edge, Internet Explorer 11, Firefox, Safari, and Google Chrome.

Billing: The standard fee is between \$25 to \$35 per worker per quarter. For counties with over 500 workers the standard fee is reduced by 50% for additional workers. This fee is all-inclusive. Customers are billed on the 15th day of the middle month of each quarter. Payment is expected within 30 days.

Customer Responsibilities:

- Provide one Primary Contact.
- Add and maintain worker accounts.
- Train workers how to administer and use the Time Study Buddy to complete their time studies.
- Provide workers with time study instructions.
- Use the Time Study Buddy to prepare reports needed to manage and complete their quarterly claim.
- Use the Time Study Buddy only for the purpose intended, and limit this use to within their organization.

Primary Contact: The customer’s Primary Contact is responsible for learning the features of the Time Study Buddy and serves as the first line of support for Customer questions. The Vendor trains and supports the Primary Contact on an as-needed basis.

Customer Data: The Customer inputs its Data into the Time Study Buddy. The Vendor maintains the Customer’s Data in a secure and confidential environment, and provides the Customer with access to its Data via downloadable Excel reports.

Vendor Responsibilities:

- Assist the Customer with the initial setup.
- Provide updates to the Time Study Buddy free of charge.
- Ensure the Time Study Buddy is free of bugs and maintain an uptime of at least 99.9%.
- Perform scheduled maintenance of its hardware and software outside of normal business hours.
- Comply with all State and Federal regulations and guidelines.

Security: The Vendor’s servers are co-located in San Luis Obispo with the Digital West Networks Data Center, which complies with PCI Data Security Standards Level 1. The Vendor’s code and data use a 256-bit key Advanced Encryption Standard, and comply with ISO/IEC 18033-3.

Backups: The Vendor maintains real-time backups to N+1 redundant servers and hard drives, and daily backups at two off-site locations.

License Agreement Not Required: The Vendor uses the “Software as a Service” (SaaS) model in which it uses its Platform (the Time Study Buddy - consisting of hardware and software) to provide a “service” to the Customer via the Internet. A software license agreement is not required because the Customer does not have access to the Vendor’s software.

Termination: The Customer may discontinue using the Time Study Buddy at any time and for any reason without further financial obligation, other than for services already provided.

Exhibit B

Compensation/Fees

Kings County HSA licensed users not to exceed 500 employees.

Kings County HSA will be billed only for the number of users.

Each license fee is \$30.00 per user per quarter.

This fee is all-inclusive.

500 employees x \$30.00 x 4 quarters = \$60,000/year

Exhibit C

Assurance of Compliance with the Kings County Human Services Agency for Nondiscrimination in State and Federally Assisted Programs

Vendor agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); the Food Stamp Act of 1977, and in particular section 272.6; (7 U.S.C. § 2012 *et seq.*); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 *et seq.*); Government Code Section 11135 *et seq.*; California Code of Regulations 22 CCR §§ 98000 - 98413; 24 CCR § 3105a(e); the Dymally-Alatorre Bilingual Services Act (Government Code § 7290 *et seq.*) and other applicable federal and state laws, as well as their implementing regulations. Vendor will ensure that employment practices and provision of services under this Agreement are nondiscriminatory, and that no person shall because of race, color, creed, national origin, ethnic group identification, political affiliation, religion, marital status, sex, sexual orientation, age, or physical or mental disability be excluded from participation in or be denied the benefits of or be otherwise subject to discrimination. Vendor shall immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining all federal and state assistance; and the Vendor HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Vendor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code § 10605, or Government Code §§ 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Vendor directly or through contract, license, or other provider services, if it receives federal or state assistance.

Dan Gardner

6DA4ADE4C9CDC2F13F7BBA705C93A32A Dan Gardner

Fiscal Experts, Inc., dba Time Study Buddy

COUNTY OF KINGS PURCHASING DEPARTMENT
SOLE SOURCE JUSTIFICATION

This form must accompany any requisition whenever a sole source purchase is requested. State and local laws subject the County of Kings to competitive bidding requirements. Requisitions for goods and services that are to be purchased from a specific vendor or limited to a specific brand, where substitutes to the suggested vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The justification must be signed by the requestor and forwarded to the County's Purchasing Manager.

The Purchasing Manager will determine whether the justification is appropriate. Sole source justifications are to be supported by factual statements that will pass an internal, state or federal audit.

1. Please check all applicable categories (a through d) below and provide additional information where indicated.

- a. The requested product is an integral repair part or compatible only with *existing* equipment

Existing Equipment

Manufacturer/Model Number

Age

Current Estimated Value \$

- b. The requested product or service has a unique design/performance specification or quality requirement, which is essential to my Departments needs and is not available in comparable products/service providers.
- c. The requested product or service is one with which I (or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.
- d. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary.

Informal RFP was one, multiple software options were reviewed by County Information Technology and HSA Executive Management. Time Study Buddy was developed specifically for California Human and Social Services Agencies and is currently in use in 30 California Counties. Kings County HSA has held a software agreement with Time Study Buddy since 2018.

3. Was an evaluation of other equipment, products, or services completed? Yes No

4. List below the names of each individual who was involved in the evaluation, if conducted, and in making the recommendation to sole source this purchase.

HSA Executive Management, Kings County Information Technology Staff

5. I certify that the above information is true and a signed copy of the Sole Source Justification Form will be kept on file and available for audit in my department. I further certify that myself, or anyone else participating in the decision to recommend this sole source purchase, do not have a personal or business relationship nor financial interest in the suggested vendor.

Signature

Printed Name and Title

Date 5-20-2022

Monica Connor

MONICA CONNOR, Deputy Director, Human Services

Purchasing Manager: Approved as written Rejected Signed Evan Jones

ES950040B46 PURCHASING MANAGER

readysign



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0B07066 Pleasanton Valley Insurance Brokers Inc. 65 Oak Court Danville, CA 94526	CONTACT NAME: PHONE (A/C, No, Ext): (925) 462-2111 FAX (A/C, No): (925) 462-2113 E-MAIL ADDRESS: certs@pvigroup.com
INSURER(S) AFFORDING COVERAGE	
	NAIC #
	INSURER A : Sentinel Insurance Co. Ltd 11000
	INSURER B : Hartford Casualty Ins. Co. 29424
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	51SBATU4865	7/5/2021	7/5/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			51SBATU4865	7/5/2021	7/5/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			51WECAC9392	7/5/2021	7/5/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Technology E&O			51SBATU4865	7/5/2021	7/5/2022	5,000,000	5,000,000
A				51SBATU4865	7/5/2021	7/5/2022	Retention	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Kings County Human Services Agency, its elected officials, officers, employees, agents and volunteers are included as additional insureds. Waiver of subrogation applies. Coverage is primary and non-contributory; endorsements attached.

CERTIFICATE HOLDER Kings County Human Services Agency 1400 W. Lacey Blvd. Bldg 8 Hanford, CA 93230	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

 **(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

 **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** This insurance does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or
 - (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
 13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 14. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
 15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or


(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

 **(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

 **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** This insurance does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or
 - (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
 13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 14. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
 15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "Your product":**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- 25. "Your work":**
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 2, 2022

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

SUBJECT: PARTICIPATION AGREEMENT WITH CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY FOR THE SEMI-STATEWIDE ENTERPRISE HEALTH RECORD PROGRAM

SUMMARY:

Overview:

Kings County Behavioral Health seeks approval of the Agreement with the California Mental Health Services Authority for participation in the California Mental Health Services Authority Semi-Statewide Enterprise Health Record Program.

Recommendation:

Approve an agreement with California Mental Health Services Authority for the Semi-Statewide Enterprise Health Record program, retroactively effective from March 18, 2022, through March 18, 2029.

Fiscal Impact:

The total agreement amount is \$1,517,368; \$653,686 for FY 2022/23, \$144,768 for FY 2023/2024, \$115,639 for FY 2024/2025, \$115,744 for FY 2025/2026, \$115,852 for FY 2026/2027, \$115,964 for FY 2027/2028 and \$77,359 for FY 2028/2029. Also included in total agreement amount is participant contingency budget of \$178,352. The first installment of \$162,898 is due within 30 days of execution of this agreement with a payment being due each fiscal year from July 1st to June 30th. Expenses under this agreement and sufficient revenue for expenses were included in the Department's FY 2022/2023 Recommended Budget in Budget Unit 425000 Mental Health.

BACKGROUND:

CalMHSA was established as a Joint Powers Authority to conduct the work on behalf of participating counties

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PARTICIPATION AGREEMENT WITH CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY FOR THE SEMI-STATEWIDE ENTERPRISE HEALTH RECORD PROGRAM

August 2, 2022

Page 2 of 2

for the purpose of coordinating mental health services. KCBH has entered into various participation agreements with CalMHSA since 2013.

On September 9, 2021, KCBH entered into a participation agreement with CalMHSA to develop a Request for Proposal (RFP) to select a vendor to deliver a California-centric Enterprise Health Record Program (EHR Program). RFP was reclassified on November 15, 2021.

Following a comprehensive evaluation from the participating counties, CalMHSA has selected Streamline Healthcare Solutions, LLC as its technology partner in offering the SmartCare™ Electronic Health Record (EHR) to counties across the state. Streamline has been working exclusively in the Behavioral Health and Human Services market since 2003. Streamline is an enterprise, cloud-based, single-platform, intelligent Electronic Health Record (EHR) solution.

Effective March 20th, 2022, CalMHSA entered into a Master Services Agreement with Streamline to develop and implement “SmartCare Base” which is a fully integrated, web based EHR system designed for program, billing, and revenue management. Through this multi-county collaborative effort, the Enterprise Health Record will support the current 23 counties entering into this contract’s core business requirements and address all regulatory requirements specific to the State of California by establishing consistent workflows, configuration, and functionality that will support the centralized application administration, application support services, End User training, revenue cycle management services, project management and other professional services to all partner county behavioral health organizations.

The new EHR start date is July 1, 2023. CalMHSA, on behalf of Participants, will ensure Streamline meet the requirements of Medi-Cal and include ongoing updates as required by the State and assure achievement of measurable deliverables to assure participant compliance and attestation as required by the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP).

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

Agreement No.:
Program Name: SEMI-STATEWIDE ENTERPRISE HEALTH RECORD
Date:

**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET**

1. Kings County (“Participant”) desires to participate in the Program identified below.

Name of Program: Semi-Statewide Enterprise Health Record

2. California Mental Health Services Authority (“CalMHSA”) and Participant acknowledge that the Program will be governed by CalMHSA’s Joint Powers Agreement and its Bylaws, and by this Participation Agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

- Exhibit A Program Description
- Exhibit B General Terms and Conditions
- Exhibit C Participant-Specific Committed Funding and Payment Terms
- Exhibit D Participant Contingency Budget


3. The first installment of \$162,898 is due from Participant within 30 days of execution of this Agreement.

4. The term of Participant’s participation in the Program will commence upon final execution of this Participant Agreement through March 18, 2029, unless sooner terminated pursuant to the terms of this Agreement.

5. Authorized Signatures:

CalMHSA

DocuSigned by:


Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: 6/27/2022

Participant:

Signed: _____ Name (Printed): Lisa D. Lewis, PhD.

Title: Behavioral Health Director Date: _____

Signed:  Name (Printed): Cindy Crose Kliever

Title: Deputy County Counsel Date: 07/12/2022

Agreement No.:
Program Name: SEMI-STATEWIDE ENTERPRISE HEALTH RECORD
Date:

Signed: _____ Name (Printed) _____

Title: _____ Date: _____

(the remainder of this page is intentionally left blank)

Agreement No.
Program Name: Semi-Statewide Enterprise Health Record
Date

EXHIBIT A – PROGRAM DESCRIPTION

- I. Name of Program:** Semi-Statewide Enterprise Health Record
- II. Term of Program:** CalMHSA and Streamline Healthcare Solutions, LLC (“Contractor”) have entered into a seven (7) year contract, beginning March 18, 2022 and terminating on March 18, 2029. CalMHSA has the option to extend the Program with the Contractor for up to three (3) additional one (1) year periods. Participation Agreements between CalMHSA and counties will be amended to reflect any extensions to the Program.

III. Program Objective and Overview:

Objective:

The Program will include the development and implementation of a Semi-Statewide Enterprise Health Record (“EHR”).

Overview:

The goal of CalMHSA’s effort is to partner with the Contractor and participating counties (“Participants”) to configure a California-centric Enterprise Health Record that will then be implemented across multiple counties. Through this multi-county collaborative effort, the Enterprise Health Record will support counties’ core business requirements and address all regulatory requirements specific to the State of California by establishing consistent workflows, configuration, and functionality that will support:

- Centralized application administration
- Standardized training and end-user support
- Shared technical services
- A common baseline against which new updates for State and federal mandate can be defined/applied
- The creation of a learning community across the participating counties

By being grounded in clinical best practices and State objectives, the semi-statewide implementation will act as a catalyst for better use of data to drive performance outcomes.

CalMHSA has entered into a Master Services Agreement (MSA) with Streamline Healthcare Solutions, LLC (“Contractor”), to develop an EHR that will provide these functions.

Pursuant to the MSA, Contractor will develop and implement “SmartCare Base”, a fully integrated, web based EHR system designed for program, billing and revenue management. SmartCare Base focuses on behavioral healthcare providers and organizations that offer psychiatric inpatient, outpatient, residential and community-

Agreement No.
Program Name: Semi-Statewide Enterprise Health Record
Date

based programs. SmartCare Base includes clinical and administrative functionality for client intake and registration; admissions, discharges and transfers; referrals and inquiries; appointment scheduling; individual care planning; assessments and progress notes; electronic signatures; prescription medication ordering; document management; point-of-service document scanning; authorizations tracking; compliance monitoring; and productivity and outcomes measurement tools. The features for revenue cycle management include service billing and authorization tracking; service, payer, insurance plans and rules management; claims generation; tracking denials; and nightly billing processes to automate many of these functions.

In addition, SmartCare Base will meet the requirements of Medi-Cal, the State of California's version of Medicaid. This includes the ability to capture the data, transmit and monitor the submission process, provide reporting capabilities, check or confirm Medi-Cal Eligibility, Treatment Authorization Request (TAR) creation and submission as well as Medi-Cal required elements for proper claim submission. Contractor will support and include ongoing updates as required by the State of California for the following:

Reporting and Forms:

- CalOMS: California Outcomes Measurements System
- CSI Reporting: Client Services Information
- TADT: Timely Access Data Tool
- NACT: Network Adequacy Certification Tool
- OIG Audits: Office of Inspector General
- ASAM: American Society of Addiction Medicine
- ANSA: Adult Needs and Strengths
- CANS: Child and Adolescent Needs and Strengths
- PSC-35: Pediatric Symptom Checklist
- FSP: Full Service Partnership
- HCAI: Department of Health Care Access and Information (Formerly OSHPD: Office of Statewide Health Planning and Development)

Billing Support:

- UMDAP: Uniform Method of Determining Ability to Pay
- 270/271 Connector for Medi-Cal
- Share of Cost Clearance Integration
- MEDS/MMEF Medi-Cal Eligibility Data System, Medi-Cal Monthly Extract File Import
- Core/Custom updates to 837P and 837I
- Billing Delay Reason Code Documentation

Agreement No.
Program Name: Semi-Statewide Enterprise Health Record
Date

Finally, CalMHSA, on behalf of Participants, will assure achievement of measurable deliverables to assure Participant compliance and attestation as required by the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Quality Improvement Program (BHQIP).

(the remainder of this page is intentionally left blank)

Agreement No.
Program Name: Semi-Statewide Enterprise Health Record
Date

EXHIBIT B – GENERAL TERMS AND CONDITIONS

I. Definitions

The following terms, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – An organization County or City (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code providing funding to counties for the expansion of mental health prevention and treatment services.
- D. Department of Health Care Services (DHCS) – The California Department of Health Care Services responsible for behavioral health functions.
- E. Participant – Any County or City participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet.
- G. Committed Funds – Any funding specified for fees associated with solution subscriptions and/or professional services that the Participant has committed to the Program through this Participation Agreement.
- H. Contingency Funds – Any funding secured by the Participant for future, as-needed solution subscriptions and/or professional services. Through the execution of subsequent Amendment(s) to this Participation Agreement, funding augmentations may be incorporated for future purchases and services.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as the Fiscal and Administrative agent for the Program.
 - 2. Invoice and collect funds from Participant for the Program.
 - 3. Manage funds received through the Program, consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.

Agreement No.
Program Name: Semi-Statewide Enterprise Health Record
Date

4. During implementation activities, work closely with the Contractor to coordinate on development and implementation of the EHR, including:
 - a. Development of customizations and customer extensions
 - b. Setup and configuration of hosted infrastructure
 - c. Installation of licensed product and services
 - d. Setup and configuration of SmartCare Base environments for implementation
 - e. Ongoing support and maintenance of environments during implementation
 - f. Support access for Participant implementation team

5. Assure Contractor submits the following:
 - a. At least ten (10) claims per each Participant that pass the Strategic National Implementation Process (SNIP) edit;
 - b. At least ten (10) Drug Medi-Cal (DMC) claims per each Participant that are approved (including DMC-ODS or DMC claims); and
 - c. At least ten (10) Specialty Mental Health Services (SMHS) claims per each Participant that are subsequently approved.

6. On behalf of each Participant, submit to DHCS the following attestations and supporting documents from Contractor as also may be required:
 - a. The changes needed to the Semi-Statewide EHR claiming system have been assessed, including updated CPT codes sets and have been incorporated into the contract with Contractor.
 - b. All new claiming rates have been loaded into each Participant's instances of SmartCare Base.
 - c. The Fast Healthcare Interoperability Resources Application Programming Interface (FHIR API) implementation is underway.
 - d. The implementation of the FHIR API has been completed.
 - e. The process of mapping data elements to the United States Core Data for Interoperability (USCDI) has begun.
 - f. The documentation outlining mapped data elements to the USCDI has begun.
 - g. Certification that data elements have been successfully mapped to USCDI, inclusive of completed mapping documentation.

Agreement No.
Program Name: Semi-Statewide Enterprise Health Record
Date

7. Provide a copy of a test data sharing transaction log or a deidentified HL7 test message (or other equivalent documentation) to and from the Managed Care Organizations (MCOs) or Health Information Exchange (HIE) and each Participant.
8. Enable submission/submit a log of successful FHIR transactions (de-identified) to DHCS over a two-month period in CY 2023.
9. After “Go-Live” of the EHR within the Participant’s jurisdiction, oversee and work closely with the Contractor to ensure compliance with the MSA.
10. Monitor and administer the MSA on behalf of Participants.
11. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
12. Comply with CalMHSA’s Joint Powers Agreement (JPA) and Bylaws.

B. Responsibilities of Participant:

1. Timely transfer of the funding amount for the Program as specified in Section V, Fiscal Provisions.
2. Provide CalMHSA, Contractor and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
3. Perform any and all requested assessments of the Program and provide feedback on Program performance.
4. Acknowledge that funds contributed by Participant shall be pursuant to the allocation formula adopted set forth in Exhibit C.
5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA, and Bylaws.

III. Amendment

This Participation Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

Agreement No.
Program Name: Semi-Statewide Enterprise Health Record
Date

IV. **Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice in accordance with Section VII.
- B. The withdrawal of Participant from the Program shall not automatically terminate Participant's responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if a disproportionate benefit was conveyed on a particular Participant. Excess funds at the conclusion of Participant-specific efforts will be returned to the particular Participant that paid them.

V. **Fiscal Provisions**

- A. The total maximum amount of this Participation Agreement shall not exceed **\$1,517,368** for the term of this Agreement as found in EXHIBIT C – PARTICIPANT-SPECIFIC FUNDING AND PAYMENT TERMS and EXHIBIT D - PARTICIPANT CONTINGENCY BUDGET, which have been made part of this Agreement.
- B. Payment Terms
 1. Participant's Estimated Annual Costs and specific Payment Terms for Committed Funds throughout the term of the Participant Agreement are identified in EXHIBIT C – PARTICIPANT-SPECIFIC FUNDING AND PAYMENT TERMS. EXHIBIT D – PARTICIPANT CONTINGENCY BUDGET identifies additional funds to be made available to accommodate expected user growth, development and other professional services anticipated to be executed within the term of the Agreement.
 2. Each payment is subject to variance based on several factors, including but not limited to the total number of Participants, total number of subscriptions/users, the implementation phase selected, the total development cost, and annual CPI Increase.
 3. Wherever Participant's actual annual costs for participation in the Program exceed the Estimated Annual Cost, Participant agrees to pay CalMHSA for the difference.

Agreement No.
Program Name: Semi-Statewide Enterprise Health Record
Date

- C. This is a Multi-County Program. Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for funds as instructed and authorized by Participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant’s instructions.
- B. CalMHSA is not undertaking responsibility for the provision of mental health services, including but not limited to: performing client assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising and/or monitoring providers (collectively, “mental health services”). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant’s acts or omissions in connection with the provision of mental health services.

VII. Notice

All notices under this Participation Agreement shall be provided 1) by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND 2) by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below, and shall be deemed received upon the other party’s receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Laura Li Position: Chief Administrative Officer, CalMHSA
Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815
Email: laura.li@calmhsa.org Telephone: (279) 234-0700
CC Email to: Randall Keen/Manatt Email: RKeen@manatt.com

If to Participant:

Name: Lisa D. Lewis, PhD. Position: Director, Kings County Behavioral Health
Address: 460 Kings County Dr #101, Hanford CA 93230
Email: lisa.lewis@co.kings.ca.us Telephone: (559) 852-2444
CC Email to Name: UnChong Parry Email: unchong.parry@co.kings.ca.us

Agreement No.
 Program Name: Semi-Statewide Enterprise Health Record
 Date

EXHIBIT C – PARTICIPANT-SPECIFIC COMMITTED FUNDING AND PAYMENT TERMS

Committed Funding

The total maximum amount of Participant-Specific Committed Funding in this Participation Agreement shall not exceed **\$1,339,016** for the period of Participant Agreement execution through March 18, 2029 as follows:

Description	Unit(s)	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
Participant Instance Installation	1 \$	40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
System Acquisition Fee	1 \$	19,422.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Initial Development Fee (Customization and Security)	1 \$	19,422.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary Development Budget	1 \$	19,422.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services Implementation	1 \$	350,769.23	\$ 29,230.77	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Patient Portal Implementation	1 \$	2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare HIE / MCO Interface via FHIR	1 \$	12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare Lab Interface Implementation	1 \$	15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Disaster Recovery Implementation	1 \$	6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SmartCare CalMHSA Package	141 \$	15,538.20	\$ 93,229.20	\$ 93,229.20	\$ 93,229.20	\$ 93,229.20	\$ 93,229.20	\$ 62,152.80
SmartCare Rx Prescribers Subscription	5 \$	1,196.00	\$ 7,176.00	\$ 7,176.00	\$ 7,176.00	\$ 7,176.00	\$ 7,176.00	\$ 4,784.00
SmartCare Patient Portal Subscription	250 \$	46.00	\$ 276.00	\$ 276.00	\$ 276.00	\$ 276.00	\$ 276.00	\$ 184.00
SmartCare HIE / MCO Interface via FHIR Subscription	1 \$	575.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 3,450.00	\$ 2,300.00
SmartCare Lab Interface Subscription	1 \$	488.76	\$ 2,932.56	\$ 2,932.56	\$ 2,932.56	\$ 2,932.56	\$ 2,932.56	\$ 1,955.04
Disaster Recovery Subscription	1 \$	846.00	\$ 5,076.00	\$ 5,076.00	\$ 5,076.00	\$ 5,076.00	\$ 5,076.00	\$ 3,384.00
Annual %3 Fee Increase - Subscription	1 \$	560.70	\$ 3,397.83	\$ 3,499.77	\$ 3,604.76	\$ 3,712.91	\$ 3,824.29	\$ 2,600.01
RAND Evaluation	1 \$	150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Amount by Fiscal Year		\$ 653,686.99	\$ 144,768.36	\$ 115,639.53	\$ 115,744.52	\$ 115,852.67	\$ 115,964.05	\$ 77,359.85
Total Participant-Specific Committed Funds	\$ 1,339,016							

Agreement No.
 Program Name: Semi-Statewide Enterprise Health Record
 Date

Committed Funds Payment Terms

Description	Fee Type Description	Payment Term
Participant Instance Installation	Participant Instance Installation Fee includes: <ul style="list-style-type: none"> • Setup & Configuration of hosted infrastructure • Installation of licensed product and services • Setup and configuration of SmartCare environments for implementation • Ongoing support & maintenance of environments during implementation • Support access for and Participant implementation team 	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
System Acquisition Fee	<ul style="list-style-type: none"> • This cost covers the “Core” CalMHSA Installation of SmartCare • This cost is also associated with establishing an agreement between Streamline and CalMHSA which secured discounted pricing and other considerations 	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
Initial Development Fee (Customization and Security)	This cost covers the identified development items to be delivered during the implementation effort	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
Discretionary Development Budget	This cost establishes a shared budget to address as-yet unidentified items	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
Professional Services Implementation	Monthly Fees are initiated upon Participation Agreement execution and paid throughout the entire phase of each Participant’s Implementation	Payment of invoices are due within 30 days of receipt

Agreement No.
 Program Name: Semi-Statewide Enterprise Health Record
 Date

SmartCare HIE / MCO Interface via FHIR Implementation	One-Time Fee associated with the implementation efforts to support specific variable modules selected by the Participant	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
Disaster Recovery Implementation	One-Time Fee associated with the professional services to establish infrastructure within the cloud datacenter to support Disaster Recovery	One-Time Fee to be invoiced upon Participant Agreement Execution. Payment of invoices are due within 30 days of receipt
SmartCare CalMHSA Package Subscription	<p>The “SmartCare CalMHSA Package” is the primary subscription which includes:</p> <ul style="list-style-type: none"> •Use of the EHR •Cloud Hosting of the Software/System (99.95% Up-Time) •CalMHSA Support of the System (Tier 1) •Contractor Support and Maintenance of the System (Tier 2) 	<p>For this initial Participant Agreement, these monthly fees will be initiated two months prior to the Implementation Phase assigned to the Participant.</p>
SmartCare Rx Prescribers Subscription	Integrated Surescripts Certified subscription based on individual prescriber, which allows users to prescribe medications to patients that can be electronically submitted, printed or faxed directly to the pharmacy.	<p>After Go-Live, additional subscriptions as requested by Participant will prompt an associated adjustment to the monthly fees.</p> <p>Subscription shall be invoiced monthly throughout the remaining term of the Participant Agreement. Payment of invoices are due within 30 days of receipt.</p>
SmartCare HIE / MCO Interface via FHIR	Module to integrate with Health Information Exchange (HIE) or Managed Care Organization (MCO) to share client demographic and health information.	

Agreement No.
 Program Name: Semi-Statewide Enterprise Health Record
 Date

<p>Disaster Recovery Subscription</p>	<p>Disaster recovery subscription provides the infrastructure and as-needed services to assure Participant's ability to access to the Enterprise Health Record (EHR) after events like a natural disaster, cyber attack, etc. Disaster recovery relies upon the replication of data and computer processing in an off-premises location not affected by the disaster. With this subscription, should such an event occur, access to the EHR will be re-established within 4 hours with data loss not to exceed 15 minutes.</p>	
<p>SmartCare Add-On Hosting Storage Subscription</p>	<p>Subscription for 250 gigs of storage. Additional storage can be purchased as needed.</p>	
<p>Annual 3% Fee Increase - Subscription</p>	<p>All Subscription Fees will increase by 3% annually</p>	

Agreement No.
 Program Name: Semi-Statewide Enterprise Health Record
 Date

EXHIBIT D – PARTICIPANT CONTINGENCY BUDGET

Participant Contingency Budget

Given current expected user growth, development and professional services related to future projects anticipated to be implemented within the term of this Agreement, a maximum total Participant Contingency Budget of **\$178,352** is also included and is defined as follows:

Description	7/1/22 - 6/30/23	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 3/18/29
Subscription Costs for Anticipated User Growth (25 additional SmartCare users per year and 5 additional Prescribers)	\$ 5,095.78	\$ 5,095.78	\$ 5,095.78	\$ 5,095.78	\$ 5,095.78	\$ 5,095.78	\$ 5,095.78
Subscription Costs for Additional Modules	\$ 3,398.89	\$ 3,398.89	\$ 3,398.89	\$ 3,398.89	\$ 3,398.89	\$ 3,398.89	\$ 3,398.89
Discretionary Development Budget for Participant Specific Requirements	\$ 8,492.12	\$ 8,492.12	\$ 8,492.12	\$ 8,492.12	\$ 8,492.12	\$ 8,492.12	\$ 8,492.12
Professional Services	\$ 8,492.12	\$ 8,492.12	\$ 8,492.12	\$ 8,492.12	\$ 8,492.12	\$ 8,492.12	\$ 8,492.12
Total Amount by Fiscal Year	\$ 25,478.91	\$ 25,478.91	\$ 25,478.91	\$ 25,478.91	\$ 25,478.91	\$ 25,478.91	\$ 25,478.91
Total Participant Contingency Funds	\$ 178,352						



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 2, 2022

SUBMITTED BY: Fire Department – William Lynch

SUBJECT: GRANT APPLICATION FOR NEW LOW EMISSION EMERGENCY VEHICLES

SUMMARY:

Overview:

The San Joaquin Valley Air Pollution Control District (SJVAPCD) offers a competitive grant for providing funding for purchasing low emission emergency vehicles. The district has opened its “Emergency Vehicle Replacement Program” and is currently accepting applications for funding opportunities.

Recommendation:

- a. Authorize the Fire Chief to submit a proposal for the purchase of a new low emission Fire Apparatus;
- b. Authorize the Fire Chief to sign the submitted application.

Fiscal Impact:

The SJVAPCD Grant will not immediately impact the Fire Fund. If award is accepted, a 10% cost match will be required. The total vehicle cost is \$876,202, this grant would fund 90% or (\$700,961) of the cost if awarded.

BACKGROUND:

The SJVAPCD Grant program funds the replacement of non-conforming authorized emergency vehicles. Vehicles must be operated within the SJVAPDC Air Basin and have a diesel-powered engine with a model year of 2009 or older. If awarded, the grant will pay up to 90% of the cost of a new apparatus with the remaining amount funded by the agency.

The application does not commit the Fire Department to spending funds it does not have. If the Fire
(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2022.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

GRANT APPLICATION FOR NEW LOW EMISSION EMERGENCY VEHICLES

August 2, 2022

Page 2 of 2

Department does not accept the award, the money is reallocated back to the grant program.

Once the application is submitted, the SJVAPCD will review the proposal and determine if the proposed vehicle is eligible for the program. If approved, the Fire Department will be contacted and the Board of Supervisors will then decide if the proposal is acceptable. The current estimate of costs for the new proposed replacement vehicle is \$876,202.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 2, 2022

SUBMITTED BY: Department of Public Health - Rose Mary Rahn/Heather Silva
SUBJECT: RESOLUTION PROCLAIMING AUGUST 2022 AS VALLEY FEVER
AWARENESS MONTH IN KINGS COUNTY

SUMMARY:

Overview:

The State of California has proclaimed the month of August 2022 as Valley Fever Awareness Month. The Kings County Department of Public Health is requesting the Board of Supervisors proclaim August 2022 as Valley Fever Awareness Month in Kings County.

Recommendation:

Adopt a Resolution proclaiming August 2022 as Valley Fever Awareness Month in Kings County.

Fiscal Impact:

None.

BACKGROUND:

Valley Fever (Coccidiomycosis) is a progressive, multi-symptom respiratory disorder and a debilitating disease caused by the inhalation of tiny airborne fungi that live in the soil and are released in the air by wind or soil disturbance. If left untreated, it can cause serious medical issues including permanent damage to lung and bone tissue. Valley Fever is found in portions of the Sacramento Valley, the entire San Joaquin Valley, desert regions, and portions of Southern California. Misdiagnosis of Valley Fever is so common that experts say some people suffer and die from Valley Fever without ever knowing they had the disease. There is no known cure for Valley Fever.

The resolution 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 _____, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF PROCLAIMING
THE MONTH OF AUGUST 2022 AS
VALLEY FEVER AWARENESS MONTH

Resolution No. _____

WHEREAS, the month of August 2022 is proclaimed as Valley Fever Awareness Month by the State of California; and

WHEREAS, Valley Fever (Coccidioidomycosis) is a progressive, multi-symptom respiratory disorder and a debilitating disease caused by the inhalation of tiny airborne fungi that live in the soil and are released in the air by wind or soil disturbance that is found in all of the San Joaquin Valley; and

WHEREAS, Valley Fever attacks the respiratory systems which cause infections, producing symptoms that resemble pneumonia, influenza, and colds. Left untreated or mistreated, the infection can spread from the lungs to the bloodstream, causing other serious medical issues; and

WHEREAS, once serious symptoms of Valley Fever appear, including pneumonia and labored breathing, prompt treatment with often toxic antifungal drugs is required, which can cause side effects such as nausea, fever, and kidney damage; and

WHEREAS, according to the California Department of Public Health, 8,170 Valley Fever cases were reported in California in 2021, with 195 of those cases being Kings County residents; and,

WHEREAS, of the cases reported in 2021 by Kings County, 171 were between the ages of 20-59 years of age and most were male; and

WHEREAS, Kings County is considered to have a high incidence of cases in California because the majority of reported cases occur in the Central Valley and Central Coast due to the fungus being in the soil; and

WHEREAS, dry conditions and lack of precipitation present urgent problems regarding Valley Fever in the Central Valley; and

WHEREAS, the risk of Valley Fever decreases, by avoiding outdoor dust and on windy and dusty days, staying inside, and keeping windows and doors closed, and

WHEREAS, the Kings County Department of Public Health (KCDPH) is committed to ensuring the health and well-being of Kings County's residents of all ages at the local level by working with local providers, and providing community awareness and education.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Supervisors of the County of Kings, State of California, that August 2022, is Valley Fever Awareness Month in recognition of the work performed daily throughout our State by health professionals.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ____ day of _____, 2022, by the following vote:

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

Joe Neves, Chairman
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2022.

Catherine Venturella, Clerk
Board of Supervisors, County of Kings



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 2, 2022

SUBMITTED BY: Administration –Edward Hill/Kyria Martinez

SUBJECT: BUDGET BOOK PHOTO CONTEST WINNERS

SUMMARY:

Overview:

On April 18, 2022, the County Administrative Office launched a Countywide photo contest for all County employees. The photo contest winner will have their winning photo placed on the cover of the Adopted Fiscal Year 2022-2023 County budget book.

Recommendation:

Recognize the winners of the 2022 County Employee Budget Book Photo Contest.

Fiscal Impact:

None.

BACKGROUND:

A Recommended Budget must be adopted by the Board of Supervisors by the end of June for the following year to authorize spending authority until the adoption of a Final Budget. In the past, the County budget book cover has been a single-color page chosen before the recommended budget book was adopted. To get the employees of the County involved in the design of the budget book cover, a photo contest was launched. Three categories were developed: “Best Agriculture Photo of Kings,” “Best Landscape Photo of Kings,” and “Best Historical Building Photo of Kings.” The contest will have four winners, one for each category and one for the overall winner with the winning photo being on the budget book. In order to participate, County employees had to submit a waiver for each photo submission. The waiver was approved as to form by County Counsel. We received a total of 72 picture entries. Staff will provide the Board with a presentation outlining the contest winners.

BOARD ACTION:

APPROVED AS PRESENTED: _____ OTHER: _____

I hereby certify that the above order was passed
and adopted on _____ 2022.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM August 2, 2022

SUBMITTED BY: Administration – Edward Hill/ Domingo Cruz

SUBJECT: LETTER OF SUPPORT FOR THE F-35A LIGHTNING II OPERATIONAL
BEDDOWN AT NAVAL AIR STATION LEMOORE

SUMMARY:

Overview:

The Department of the Air Force (DAF) issued a Notice of Intent (NOI) on the U.S. Federal Register on July 19, 2022, to prepare an Environmental Impact Statement (EIS) to assess the potential social, economic, and environmental impacts associated with beddown of F-15EX and F-35A aircraft that would replace the legacy F-15C/D aircraft. Naval Air Station (NAS) Lemoore is one of the four preferred locations that is being considered.

Recommendation:

Authorize the Chairman to sign a letter of support for the F-35A Lightning II Operational Beddown at Naval Air Station Lemoore.

Fiscal Impact:

If NAS Lemoore is selected as a location to beddown F-35A Lightning aircrafts, it will bring additional military personnel for its operations, who will contribute to the economic stability of Kings County. New construction project is being projected, which may need the local economy's support.

BACKGROUND:

The National Guard Bureau is preparing an EIS per the National Environmental Policy Act, and it proposes to beddown one squadron of F-15EX aircraft at two of three alternative locations and one squadron of F-35A aircraft at one of four alternative locations. These beddowns would replace the F-15C/D aircraft at the alternative locations where they are currently based. Those existing aircraft would be retired from the inventory due to their age and resulting maintenance costs.

The proposed action also includes personnel needed to operate and maintain the F-15EX and F-35A, and construction of new and/or modification of existing facilities on the installations supporting the beddowns. Additional details are as follows:

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2022.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

LETTER OF SUPPORT FOR THE F-35A LIGHTNING II OPERATIONAL BEDDOWN AT NAVAL AIR STATION LEMOORE

August 2, 2022

Page 2 of 2

- Approximately 100 additional personnel would be needed for the F-15EX beddown and approximately 80 personnel would be need for the F-35A beddown.
- Necessary construction projects would be implemented to successfully beddown the aircraft at the selected installations.
- There would be no changes required to the special use airspace used for training.

The alternative locations for the Air National Guard F-15EX and F-35A beddowns include:

- Barnes Air National Guard Base at Westfield-Barnes Regional Airport, Westfield, Massachusetts
- Fresno National Air Guard Base at Fresno Yosemite International Airport, Fresno, California
- NAS Lemoore, Lemoore, California
- NAS Joint Reserve Base New Orleans, Belle Chasse, Louisiana

Each of these locations is a candidate for either the F-15EX or the F-35A aircraft, with the exception of NAS Lemoore, which is a candidate for the F-35A Lightning aircraft only.

The National Guard Bureau and Department of the Air Force is inviting the public to learn about a proposal to locate F-35A Lightning aircraft at NAS Lemoore. An informational meeting to learn more about this proposal, ask questions, and to submit comments will be held in person on Wednesday, August 10, 2022, from 5pm to 7pm at the L.T.A. Portuguese Hall located at 470 Champion St., Lemoore. There will also be a virtual meeting on Thursday, August 25, 2022, from 5:30 p.m. to 6:30 p.m. Written comments maybe submitted by September 2, 2022 via the following methods:

- Via the project website at www.angf15ex-f35a-eis.com
- Email to NGB.A4.A4A.NEPA.COMMENTS.org@us.af.mil
- Attending one of the in-person scoping meetings and providing written comments at that time
- By U.S. mail to:
EIS Project Manager
National Guard Bureau
NGB/A4AM
Shepperd Hall
3501 Fetchet Ave.
Joint Base Andrews MD 20762-5157



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE – DISTRICT 2
AVENAL, CORCORAN, HOME GARDEN
& KETTLEMAN CITY

DOUG VERBOON – DISTRICT 3
NORTH HANFORD, ISLAND DISTRICT
& NORTH LEMOORE

CRAIG PEDERSEN – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

MAILING ADDRESS: KINGS COUNTY GOVERNMENT CENTER, HANFORD, CA 93230
OFFICES AT: 1400 W. LACEY BLVD., ADMINISTRATION BUILDING # 1, HANFORD
(559) 852-2362, FAX: (559) 585-8047
Web Site: <http://www.countyofkings.com>

August 2, 2022

EIS Project Manager
National Guard Bureau NGB/A4AM
Shepperd Hall, 3501 Fetchet Ave.
Joint Base Andrews MD 20762-5157

RE: Support for the F-35A Lightning II Operational Beddown at Naval Air Station Lemoore

To Whom It May Concern:

On behalf of the Kings County Board of Supervisors, we are writing to express our support for the F-35A Lightning II Operational Beddown at Naval Air Station (NAS) Lemoore. We are extremely pleased that the Department of the Air Force and the National Guard Bureau are considering Lemoore as one of the preferred locations for beddowns of these aircraft. Kings County has enjoyed a mutually beneficial relationship with NAS Lemoore since 1961 when the naval air station was first commissioned, and we fully support its continuing operation.

The Board of Supervisors wishes to formally communicate the views of its constituents, the residents of Kings County, as favoring the Department of the Air Force and National Guard Bureau's decision to consider NAS Lemoore as the location of the F-35A Lightning II.

NAS Lemoore is highly respected and considered a vital community in our county. We recognize the importance of the military in our great nation and applaud the families that commit their lives to defending our freedom. Many military families, based at NAS Lemoore, call Kings County home, and are integral to this county.

NAS Lemoore is a major economic driver for our local economy. According to the 2020 Economic Impact Assessment, NAS Lemoore contributed more than \$947 million to local economies in Kings and Fresno counties. With an excess of 11,800 jobs attributed to the base, and a payroll exceeding \$475 million, NAS Lemoore represents the single largest employer in Kings County. The continued success of NAS Lemoore is critical to our local economy.

We stand firm in our commitment to the support of NAS Lemoore – the nation's premier Naval master jet base. Please know that the County of Kings and the Kings County Board of Supervisors highly support the Department of the Air Force and National Guard Bureau's decision to consider locating the F-35A Lightning II at NAS Lemoore.

Sincerely,

Joe Neves
Chairman, Kings County Board of Supervisors

cc: Rear Admiral Bradley N. Rosen, Commander, Navy Region Southwest

Captain Douglas Petersen, Commanding Officer, NAS Lemoore
Senator Diane Feinstein
Senator Alex Padilla
Representative David G. Valadao
Lance Lippincott, Kings County EDC

including the validity of the methodology and assumptions;

- Propose ways to enhance the quality, utility, and clarity of the information to be collected; and
- Propose ways to minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology.

A 60-day Notice requesting public comment was published in the **Federal Register** on March 14, 2022 at 87 FR 14255. This comment period ended May 13, 2022, and AmeriCorps received 56 comments by the comment deadline identifying a number of issues.

Many comments directly addressed the time burden required by this information collection. Everyone who commented on the agency's estimated time burden stated that the estimated 5 minutes per individual was significantly lower than the time actually required to fulfill a National Service Criminal History Check (NSCHC) for an individual in order to obtain the required records under this information collection. Recommended new estimates ranged from 30 minutes per individual to 4 hours per individual. Several commenters noted that a missing element of the estimate is the travel time it takes to take individuals to get fingerprinted, given that the closest fingerprinting facilities in rural or remote areas may be located up to a four hours' drive away. A few commenters also noted that the burden of completing the NSCHC training course and staying updated on requirements had not been factored into the time estimate. Based on this input, AmeriCorps has adjusted its estimates of time burden to reflect that it takes, on average, an estimated 135 minutes (2 hours and 15 minutes) per covered individual. AmeriCorps has streamlined and clarified requirements on its website at americorps.gov/grantees-sponsors/history-check over the past year, and will continue to review to determine whether any additional clarifications could be made to reduce burden given that respondents are responsible for reading and understanding the requirements for compliance with the law.

Commenters also raised issues related to difficulties with the AmeriCorps-approved vendors. AmeriCorps underwent the required Federal procurement process to select Fieldprint and Truescreen as contractors to serve as the approved vendors. AmeriCorps will forward these comments to the

vendors for any appropriate remedial action and will consider the issues presented in soliciting future proposals for approved vendor contracts. Comments also raised issues that are beyond the scope of this information collection; however, AmeriCorps is maintaining a comprehensive record of all these comments and the issues raised in the comments for consideration as it continues implementation of the statutory requirements for NSCHCs.

Finally, the other issues raised in the comments in response to the 60-day notice were already raised and addressed in the rulemaking process that culminated in 2021 in the current regulation, such as who must undergo an NSCHC, what the NSCHC consists of, and when the NSCHC must be completed. See 86 FR 1141 (February 24, 2021).

Title of Collection: National Service Criminal History Check Recordkeeping Requirement.

OMB Control Number: 3045-0150.

Type of Review: Renewal.

Respondents/Affected Public: Businesses and organizations (AmeriCorps grantees and subgrantees).

Total Estimated Number of Annual Responses: 337,071.

Total Estimated Number of Annual Burden Hours: 758,410.

Abstract: Section 189D of the National and Community Service Act of 1990, as amended, requires AmeriCorps grantees and subgrantees to conduct a National Service Criminal History Check on individuals in covered positions. Documenting compliance with the requirement is critical to that responsibility. The Check includes a nationwide check of the National Sex Offender Public website, a check of the State criminal history record repository or agency-designated alternative for the individual's State of residence and State of service, and a fingerprint-based check of the FBI criminal history record database through the State criminal history record repository or agency-approved vendor. One way for grant recipients or subrecipients to obtain and document the required components is through the use of agency-approved vendors, but use of vendors is not required. The currently approved information collection is due to expire on July 31, 2022. This notice announces AmeriCorps' intention to seek renewal of the information collection approval without revisions, but with an adjustment of burden hours.

Dated: July 13, 2022.

Fernando Laguarda,
General Counsel.

[FR Doc. 2022-15309 Filed 7-18-22; 8:45 am]

BILLING CODE 6050-28-P

DEPARTMENT OF DEFENSE

Department of the Air Force

Notice of Intent To Prepare an Environmental Impact Statement for Air National Guard F-15EX Eagle II and F-35A Lightning II Beddowns

AGENCY: National Guard Bureau, Department of the Air Force, Department of Defense.

ACTION: Notice of intent.

SUMMARY: The Department of the Air Force (DAF) is issuing this Notice of Intent (NOI) to prepare an Environmental Impact Statement (EIS) to assess the potential social, economic, and environmental impacts associated with beddown of F-15EX and F-35A aircraft that would replace the legacy F-15C/D aircraft. The DAF is the lead agency on the preparation of the EIS and the Department of the Navy and the Federal Aviation Administration are participating as cooperating agencies. **DATES:** A public scoping period of 45 days will take place starting from the date of this Notice of Intent (NOI) publication in the **Federal Register**. Identification of potential alternatives, information, and analyses relevant to the proposed action are requested and will be accepted at any time during the EIS process. To ensure DAF has sufficient time to consider public input in the preparation of the Draft EIS, scoping comments should be submitted in writing to the website or the address listed below within the 45-day scoping period. In-person scoping meetings are scheduled at Fresno, CA on August 9th, Lemoore, CA on August 10th, New Orleans, LA on August 16th, and Westfield, MA on August 18th. Virtual scoping meetings are scheduled at New Orleans, LA on August 23rd, Westfield, MA on August 24th, Fresno and Lemoore on August 25th.

ADDRESSES: The project website (www.ANGF15EX-F35A-EIS.com) provides information on the EIS and the scoping process and can be used to submit scoping comments online. Scoping comments may also be submitted by email to NGB.A4.A4A.NEPA.COMMENTS.org@us.af.mil, including F-15EX, F-35A Beddown EIS in the subject line, or by mail to Mr. Will Strickland, National Guard Bureau, NGB/A4AM, Sheppard

Hall, 3501 Fetchet Avenue, Joint Base Andrews, MD 20762–5157; (240) 612–7042. EIS inquiries and requests for digital or print copies of scoping materials are available upon request to Mr. Strickland at the email or mailing address provided. For printed material requests, the standard U.S. Postal Service shipping timeline will apply. Members of the public who want to receive future mailings informing them on the availability of the Draft and Final EIS, or to receive periodic Fact Sheets, are encouraged to submit a comment that includes their name and email or postal mailing address.

SUPPLEMENTARY INFORMATION: The purpose of the Proposed Action is to replace aging F–15C/D aircraft currently utilized by the Air National Guard with the state-of-the-art fighter aircraft to better address future mission requirements, offer expanded capability, and provide life-cycle cost savings in comparison to continued operation of existing F–15C/D aircraft. The Proposed Action is needed because the F–15C/D aircraft are reaching the end of their service life. It is not economically feasible to retain the F–15C/D aircraft beyond fiscal year 2026 and DAF has already begun to retire aircraft that have reached the end of their serviceability. The proposed basing alternatives include the 104th Fighter Wing at Barnes Air National Guard Base (ANGB), Westfield-Barnes Regional Airport, Westfield, Massachusetts; the 144th Fighter Wing at Fresno Yosemite International Airport, Fresno, California; the 144th Fighter Wing at Naval Air Station Lemoore, Lemoore, California; and the 159th Fighter Wing at Naval Air Station Joint Reserve Base New Orleans, Belle Chasse, Louisiana. These aircraft would replace the legacy F–15C/D aircraft at the selected installations, with the exception of NAS Lemoore, which does not currently have F–15C/D aircraft to replace.

The EIS will assess the potential environmental consequences of each alternative in support of these operational beddowns. Each of the two F–15EX beddowns would include one squadron of 21 Primary Aircraft Authorized, 2 Backup Aircraft Inventory, and 1 Aircraft Reserve; the F–35A beddown would include one squadron of 21 Primary Aircraft Authorized and 2 Backup Aircraft Inventory. These aircraft are being acquired in support of the Air National Guard mission.

Resource areas being analyzed for impacts under the Proposed Action include noise, biological resources, cultural resources, socioeconomics,

soils and geology, water resources, infrastructure and transportation, land use, hazardous materials and wastes, health and safety, air quality, and environmental justice and other sensitive receptors. Potential significant impacts as a result of the Proposed Action include those related to aircraft noise, air quality, and land use. Should any permits be required for the Proposed Action, the DAF will identify and obtain all appropriate permits. The DAF will also consult with appropriate resource agencies and Native American tribes to determine the potential for significant impacts. Consultation will be incorporated into the preparation of the EIS and will include, but not be limited to, consultation under Section 7 of the Endangered Species Act and consultation under Section 106 of the National Historic Preservation Act.

The Draft EIS is anticipated in summer 2023 and the Final EIS is anticipated in Winter/Spring 2024. The Record of Decision would be approved and signed no earlier than 30 days after the Final EIS.

Scoping and Agency Coordination: To effectively define the full range of issues to be evaluated in the EIS, DAF will determine the scope of the analysis by soliciting comments from interested local, state, and federal elected officials and agencies, Tribes, members of the public, and others. Consistent with Executive Order (E.O.) 11988 and E.O. 11990, this Notice of Intent initiates early public review of the Proposed Action and alternatives and invites public comments and identification of potential alternatives. Comments will be accepted throughout the process, but in order to have comments incorporated into the Draft EIS, comments should be received within 45 days of the publication of this notice in the **Federal Register**. The scheduled dates, times, locations, and addresses for the scoping meetings are concurrently being published in local media and on the website. Public scoping will be accomplished both remotely and in-person during the scoping period. The project website provides posters, a presentation, an informational fact sheet, downloadable comment forms to fill out and return by mail, and the capability for the public to submit scoping comments online.

Adriane Paris,

Air Force Federal Register Liaison Officer.

[FR Doc. 2022–15328 Filed 7–18–22; 8:45 am]

BILLING CODE 5001–10–P

DEPARTMENT OF DEFENSE

Defense Acquisition Regulations System

[Docket No. DARS–2022–0010; OMB 0704–0574]

Information Collection Requirement; Defense Federal Acquisition Regulation Supplement; DFARS Part 215, Only One Offer and Related Clauses in DFARS 252; Submission for OMB Review; Comment Request

AGENCY: Defense Acquisition Regulation System, Department of Defense (DoD).

ACTION: Notice.

SUMMARY: The Defense Acquisition Regulations System has submitted to OMB for clearance the following proposal for collection of information under the provisions of the Paperwork Reduction Act.

DATES: Consideration will be given to all comments received by August 18, 2022.

Title, Associated Forms, and OMB Number: Defense Federal Acquisition Regulation Supplement (DFARS) Part 215; Only One Offer and Related Clauses at 252.215; OMB Control Number 0704–0574.

Type of Request: Extension of a currently approved collection.

Number of Respondents: 2,691.

Responses per Respondent: 1.33, approximately.

Annual Responses: 3,593.

Average Burden per Response: 37.7 hours, approximately.

Annual Burden Hours: 135,330.

Affected Public: Businesses or other for-profit and not-for-profit institutions.

Frequency: On occasion.

Respondent's Obligation: Required to obtain or maintain benefits.

Needs and Uses: This information collection pertains to information that an offeror must submit to DoD if only one offer was received in response to a competitive solicitation, and the contracting officer must request certified cost or pricing data because of the revised standard for adequate price competition that is applicable to DoD. The Government requires this information in order to determine whether an offered price is fair and reasonable and to meet the statutory requirement for certified cost or pricing data. The contracting officer obtains this information through use of DFARS solicitation provisions 252.215–7008, Only One Offer; and DFARS 252.215–7010, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data. These provisions implement 10 U.S.C. 2306a.

Comments and recommendations on the proposed information collection



Air National Guard F-15EX Eagle II & F-35A Lightning II Operational Beddowns Environmental Impact Statement



PUBLIC MEETING

The National Guard Bureau and Department of the Air Force invite the public to learn about a proposal to locate F-35A aircraft at Naval Air Station Lemoore.

Attend an informational meeting to learn more about this proposal, ask questions, and to submit comments.

The National Guard Bureau is preparing an Environmental Impact Statement per the National Environmental Policy Act. Your input is important to the evaluation of potential impacts from this proposal.

IN-PERSON MEETING

Wednesday August 10, 2022
5:00 to 7:00 p.m. PDT

L.T.A. Portuguese Hall
470 Champion St.
Lemoore, CA 93245

This meeting will be an open-house style information session with project team members available to answer questions. We recommend arriving by 6:00 to 6:30 p.m. to have time to visit the information stations. There will not be a formal presentation.

VIRTUAL MEETING

Thursday August 25, 2022
5:30 to 6:30 p.m. PDT

Please visit the website below for information on how to join the meeting:

www.ANGF15EX-F35A-EIS.com

This meeting will begin with a presentation, followed by project team members available to answer questions.

Written comments must be submitted by September 2, 2022 in one of the following ways:

- Via the project website at www.ANGF15EX-F35A-EIS.com
- In-person at one of the public meetings
- Via email to NGB.A4.A4A.NEPA.COMMENTS.Org@us.af.mil
- By U.S. mail to:

EIS Project Manager,
National Guard Bureau, NGB/A4AM
Shepperd Hall, 3501 Fetchet Ave.
Joint Base Andrews MD 20762-5157