

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, October 18, 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 ❖ bosquestions@co.kings.ca.us ❖ 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=mf72b72f6d6fb4420699437f81b207dd8>

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 at 8:50 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/0KkaQ6wNRy4>

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 Sylvia Gaston – Koinonia Church
PLEDGE OF ALLEGIANCE



II. UNSCHEDULED APPEARANCES

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

III. APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for October 11, 2022.
- B. Approval of the minutes from the regular meeting for October 11, 2022.

IV. CONSENT CALENDAR

A. Human Services Agency:

- 1. Consider authorizing the Human Services Agency Director, or designee to accept the funding allocation upon the Department of Health Care Services' approval of the grant application for Medi-Cal Health Enrollment Navigator Project retroactively effective from October 1, 2022, through June 30, 2026.

B. Public Health Department:

- 1. a. Consider accepting the California Department of Public Health's COVID-19 Epidemiological Laboratory Capacity Enhancing Detection Expansion Advanced Molecular Detection Supplemental Funding for Major Construction;
- b. Authorize the Director of Public Health to sign and submit any certifications, invoices, and documents required for receipt of the allocated funds;
- c. Adopt the budget change. **(4/5 vote required)**

C. Public Works Department:

- 1. a. Consider authorizing the Purchasing Manager to purchase 14 vehicles using Sourcewell (formerly known as the National Joint Powers Alliance) purchasing consortium;
- b. Adopt the budget change. **(4/5 vote required)**

D. Sheriff's Office:

- 1. a. Consider approving the purchase of 10 kennels for the Animal Services warehouse;
- b. Approve a Heating, Ventilation, and Air Conditioning (HVAC) project in the Animal Services warehouse;
- c. Adopt the budget change. **(4/5 vote required)**

E. Administration:

- 1. Consider approving the fourth amendment between Kings County and Care ATC to include an update to patients receiving their outside provider lab orders.
- 2. Consider approving the Agreement with the Stratford Public Utility District for residential customer utility arrears.

V. REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis/Christi Lupkes

- 1. a. Consider approving the multi-county semi-statewide Electronic Health Record MHSA Innovation Project Plan;
- b. Adopt the budget change. **(4/5 vote required)**

B. Fire Department – William Lynch

- 1. a. Consider allocating 2.0 full-time equivalent (FTE) Fire Captains in Budget Unit 241000;
- b. Delete 2.0 full-time equivalent (FTE) Fire Apparatus Engineers in Budget Unit 241000.

C. Information Technology – John Devlin

- 1. Consider approving the Agreement with Valley Security and Alarm (a Geil Enterprises, Inc company) for the replacement of our Access Control System.



VI. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VII. CLOSED SESSION

- ◆ **Workers Compensation: (3 Cases) [Govt. Code Section 54956.95]**
- ◆ **Personnel Matter: [Govt Code Section 54957]**
Public Employee Appointment: Job Training Office Director

VIII. ADJOURNMENT

The next regularly scheduled Board of Supervisors meeting will be held on Tuesday, October 25, 2022 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

October 25	9:00 AM	Regular Meeting
October 31	T.B.D.	Judging for County Office Halloween Decoration Contest
October 31	1:30 PM	County Employee Halloween Costume Judging Contest
November 1	9:00 AM	Regular Meeting
November 8	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, October 11, 2022
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – John Devlin, Information Technology Director
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT



- II. EMPLOYEE RECOGNITION – Carolyn Leist**
Acknowledge employees that have completed various milestones of County Service.
Awards were presented to staff in the following departments: Assessor/Clerk-Recorders, County Counsel, Human Resources, Information Technology, Job Training Office, Probation, Public Guardian/Veteran’s Services and PublicWorks.
- III. UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item. None
- IV. APPROVAL OF MINUTES**
A. Report out of Closed Session from the regular meeting for October 4, 2022.
REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at the October 4, 2022 meeting.
- B.** Approval of the minutes from the regular meeting for October 4, 2022.
ACTION: APPROVED AS PRESENTED (DV, RF, RV, CP, JN-Aye)
- V. CONSENT CALENDAR**
- A. County Counsel Department:**
1. Consider appointing Erik Hansen as Director for Division 3 and Beau Howard as Director for Division 4 of the Tulare Lake Drainage District.
- B. Community Development Agency:**
1. a. Consider declaring that the Conditions of the Certificate of Tentative Partial Cancellation have been satisfied;
 - b. Approve the Certificate of Partial Cancellation of Land Conservation “Williamson Act” Contract No. 1679.
- C. Department of Finance:**
1. Consider approving the third amendment to Agreement No. 15-037 for additional audit services, which include drafting and compiling the Annual Comprehensive Financial Report (ACFR).[AGMT 15-037.3]
- D. Public Health Department:**
1. a. Consider authorizing the Director of Public Health to sign the Agreement to Detail a Federal Employee;
 - b. Authorize the Host Site Primary Supervisor to sign and submit the Agreement to Detail a Federal Employee, Occupational Health Public Health Associate Program Survey, Customer Set-up Form and any additional documents required for placement of the Associate. [AGMT 22-176]
- E. Administration:**
1. Consider appointing one member to the Kings County Behavioral Health Advisory Board.
- ACTION: APPROVED AS PRESENTED (DV, CP, RF, JN-Aye, RV-Abstain)**
- VI. REGULAR AGENDA ITEMS**
- A. Administration – Edward Hill**
Waste Management – Bob Henry
1. Consider accepting the report from Chemical Waste Management.
- ACTION : APPROVED AS PRESENTED (DV, CP, RV, RF, JN-Aye)**



B. Behavioral Health Department – Lisa Lewis/UnChong Parry/Katie Arnst

1. Consider approving the Agreement with Superior Court of California, County of Kings, for the Collaborative Justice Treatment Court services retroactively effective from July 1, 2022 through June 30, 2023. **[AGMT 22-177]**

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

2. Consider approving the Agreement with Champions Recovery Alternative Programs, Incorporated for substance use disorder treatment, residential treatment and prevention services retroactively effective from July 1, 2021 through June 30, 2023. **[AGMT 22-178]**

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

3. Consider approving the Agreement with Mircea Truta to provide psychiatry services for children and youth effective from October 11, 2022 to June 30, 2024. **[AGMT 22-179]**

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

4. Consider approving the Agreement with the Kings County Commission on Aging for Senior Access for Engagement Program services retroactively effective from July 1, 2022 through June 30, 2024. **[AGMT 22-180]**

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

C. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1. a. Consider approving Amendment I to the construction Agreement with KC Partners Corp, DbA B&T Service Station Contractors for the Motor Pool Fuel System Upgrades project;
b. Adopt the budget change. **(4/5 vote required) [AGMT 22-148.1]**

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

D. Sheriff's Office – David Robinson/Dave Putnam

1. Consider authorizing the Sheriff's Office to rehire Melina Padgett as a Retired Annuitant to work as an extra-help Emergency Dispatcher.

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

E. Administration – Edward Hill/Kyria Martinez/Matthew Boyett

1. a. Consider authorizing the County Administrative Officer to sign the Agreement with the Mojave Water Agency for the purchase of Article 56 Carryover Water for the Kettleman City Community Services District. **[AGMT 22-181]**
b. Authorize the County Administrative Officer to sign the subsequent Agreement with the California Department of Water Resources facilitating the transfer of water from the Mojave Water Agency upon receipt pending County Counsel approval.

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

2. a. Consider appointing a Primary Director to the California State Association of Counties Board of Directors;
b. Appoint an Alternate Director to the California State Association of Counties Board of Directors.

ACTION: APPROVED APPOINTMENT OF SUPERVISOR VERBOON AS PRIMARY AND SUPERVISOR VALLE AS ALTERNATE FOR 2022/2023 REPRESENTING KINGS COUNTY (RV, DV, CP, RF, JN-Aye)

3. Consider approving the amended cancellation schedule for the Board of Supervisors' meetings for 2022 to include November 22, 2022.

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

F. Public Health Department – Rose Mary Rahn

1. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

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



ADDENDUM ITEM

VI. G. Human Services Agency – Wendy Osikafo/Esam Abed

1. Consider approving the Agreement with Cornerstone Community Alcohol and Other Drug Recover Systems, Incorporated transferring financial and work completion responsibility for remaining work needed to obtain occupancy permits for the Triangle Courtyard Homekey Project. **[AGMT 22-175]**

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

VII. STUDY SESSION

A. Public Works Department – Dominic Tyburski

1. Receive information on renewing a lease for up to twelve (12) months with CalVans for the property located at 1340 North Drive, Hanford CA.

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

STUDY SESSION

B. Human Services Agency – Wendy Osikafo/Esam Abed

1. Receive an overview and update on how the Permanent Local Housing Allocation funds will be used and provide direction if necessary.

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

VIII. 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 Pedersen stated that he took some personal time this past weekend to go to the mountains and hike to see where the water for the Valley comes from right here in our nearby mountains.

Supervisor Valle thanked everyone for the work that went into the Kettleman City Community event and stated that due to the shortage of turkeys he is concerned about Operation Gobble this year and will be contacting the National Turkey Commission regarding the request to purchase turkeys for the event.

Supervisor Fagundes stated that he helped cook for the Kettleman City Community event and attended local meetings

Supervisor Neves stated that he attended Coffee with Cops in Lemoore, announced at the West Hills College womens volleyball game, thanked Rhonda Mann and family for the work to put together the Kettleman City Community event and to all County staff who were present. He stated that he attended the Lemoore senior membership drive breakfast and 100 new/return members signed up, announced Lemoore High School volleyball, attended the Quiltmakers sales and show and attended the Le Grande Future Farmers of America dinner.

- ◆ Board Correspondence: **None**
- ◆ Upcoming Events: **Edward Hill stated that the Hanford Harvestfest will take place on October 15, 2022 from 2:00 to 9:00 p.m. at the Hanford Mall, the day will include various activities for all ages, many of them are available with purchase of an Access Pass. Passes are \$10 per person. The Oktoberfest Beer Festival will be held on October 15, 2022 from 5:00 p.m. to 10:00 p.m. in Civic Park. This event benefits the Hanford Police K9 Foundation. The Kings County Farm Bureau will be hosting their annual Harvest Classic Golf Event on Monday, October 17, 2022 at the Kings Country Club in Hanford with a shotgun start at 10:00 a.m. Tickets are \$150 per person or \$600 for a team. The City of Avenal together with the Rotary of Avenal will be hosting the 8th annual Pistachio Days Festival. This free event will take place on October 14, 2022 from 7:00 p.m.**



to 10:00 p.m. The festivities will continue on Saturday, October 15, 2022 in downtown Avenal on Kings Street across from the theater. The Kings County Economic Development Corporation & Job Training Office Annual Dinner will take place on Thursday, October 27, 2022 from 6:00 p.m. to 9:00 p.m. The event will have a Kentucky Derby theme and take place at Kings Fairgrounds in Hanford. The City of Avenal will be hosting a “Trunk or Treat” which will take place on October 28, 2022 from 5:00 p.m. to 8:00 p.m. at the Vets Hall parking lot in Avenal and there will also be a Halloween Dance. Kings County Animal Services will be hosting a Halloween Spooktacular on October 29, 2022 from 6:00 p.m. to 8:00 p.m. at 10909 Bonneyview Lane in Hanford. This is a free family friendly event with food vendors, booths and much more. The Animal Shelter will be providing free microchips. Personalized pet tags will also be available for \$5. Dogs are welcome however must be on a leash. There will be a Charity Golf Tournament for the Ukranian Family Relief Fund on November 5, 2022 at 9:00 a.m. at the Valley Oaks Golf Course in Visalia. The entry fee is \$200 per person and the format is a four man scramble. The 5th Annual Santa Rosa Rancheria Charity Golf Tournament in support of SRR Youth Services will take place on Monday, November 14, 2022 at the Lemoore Golf Course. There will be a shotgun start at 10:00 a.m. and the format is a four man scramble. Team registration is \$2,000. Supervisor Verboon stated that the Lemoore Salute to Agriculture will be held on October 15, 2022. Supervisor Neves stated that the Lemoore Trinity Sopas drive through will be held on October 15, 2022 and Hanford Children’s Storybook garden will host Bill Gundacker’s 80th birthday event on October 15 2022 and the Knights of Columbus Lemoore will hold a pancake breakfast on October 16 2022.

- ◆ Information on Future Agenda Items: Edward Hill stated that the following items would be on a future agenda: Administration – Agreement with Stratford Public Utility District for utility arrears round 2, Fourth amendment to CareATC agreement; Behavioral Health - Electronic Health Records Innovation Project Plan; Fire Department - Fire Captain position allocation; Public Health - COVID-19 Epidemiological Laboratory Capacity Enhancing Detection Expansion Supplemental Funding; Human Services Agency – Resolution approving an application for the PLHA Allocation and Medi-Cal Health Enrollment Navigators Project Allocation Agreement; Information Technology - Service Agreement With Valley Security and Alarm; Public Works - Fleet vehicle purchase; Sheriff’s Office - Animal Services Purchases.

IX. CLOSED SESSION

- ◆ Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(1)]
- ◆ Litigation initiated formally: Title:
Waagle v. County of Kings, et. al. 21C-0282
 [Govt. Code Section 54956.9 (d)(1)]

X. ADJOURNMENT

The next regularly scheduled Board of Supervisors meeting will be held on Tuesday, October 18, 2022 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

October 18	9:00 AM	Regular Meeting
October 25	9:00 AM	Regular Meeting
November 1	9:00 AM	Regular Meeting
November 8	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 October 18, 2022

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Maria Rodriguez-Lopez
SUBJECT: MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
ALLOCATION AGREEMENT

SUMMARY:

Overview:

The Human Services Agency (HSA) is seeking Board approval to accept grant funds from the Department of Health Care Services (DHCS) for the continuance of the Medi-Cal Health Enrollment Navigators Project. HSA has partnered with local Community-Based Organizations (CBOs) since January 2020 to provide Medi-Cal Enrollment Health Navigator services such as community outreach, application for benefits, and retention assistance. The Medi-Cal Health Enrollment Navigators current allocation agreement ends September 30, 2022. The new allocation agreement will cover services from October 1, 2022, through June 30, 2026, including a closeout period from July 1, 2025, to June 30, 2026.

Recommendation:

Authorize the Human Services Agency Director, or designee to accept the funding allocation upon the Department of Health Care Services' approval of the grant application for Medi-Cal Health Enrollment Navigator Project effective retroactively from October 1, 2022, through June 30, 2026.

Fiscal Impact:

There will be no impact to the County General Fund. This allocation does not require a county match. The Medi-Cal Health Enrollment Navigators Project award allocation for Kings County is \$879,700 for Medi-Cal related services and activities. On July 19, 2022, the Board approved three Medi-Cal and CalFresh Assistor contracts with the local Community Based Organizations to provide Medi-Cal and CalFresh application and retention services with the contract expenses coming from Medi-Cal and CalFresh allocations. The revenue and expenses for these contracts were included in the approved FY 2022-23 Final Budget. If the Board approves HSA to accept the grant, these contract expenses can be

(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 _____

Agenda Item

MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT ALLOCATION AGREEMENT

October 18, 2022

fully covered by the grant, in turn reducing the impact to the Medi-Cal and CalFresh allocations that are also used to pay for staffing. Funding for the Medi-Cal Health Enrollment Navigators Project will be available on October 1, 2022, or as soon as the allocation agreement is signed and filed with the Department of Health Care Services. Funds must be expended by June 30, 2026.

BACKGROUND:

Medi-Cal is California's Medicaid program, funded by the state and federal government and administered by the California Department of Health Care Services (DHCS). Medi-Cal is a public assistance health insurance program that pays for various medical services for low-income children and adults with limited resources.

Assembly Bill (AB) 74 allocated \$60 million to DHCS for health enrollment navigators to assist with Medi-Cal outreach, enrollment, retention, and utilization assistance. In addition, AB 74 authorized DHCS to allocate funds to counties to provide Medi-Cal Health Enrollment Navigators services for two years. HSA submitted a proposal to DHCS for approval. DHCS awarded HSA \$1,256,619 for the Medical Health Navigators Project and was approved by the Kings County Board of Supervisors on January 14, 2020. The current allocation agreement for the Medical Health Navigators Project ends September 30, 2022.

On Friday, May 13, 2022, DHCS released bulletin 2022-003 announcing the proposal of an additional \$60 million to the May 2022 Revision to the Governor's Budget. In June 2022 counties were given the opportunity to apply for the additional funds for the Medi-Cal Health Navigators Project. HSA applied for the new Medi-Cal Health Navigators grant on August 3, 2022 and on September 16, 2022 DHCS awarded Kings County an allocation of \$879,700. This additional funding will be used to continue to support activities associated with the Medi-Cal Health Enrollment Navigators Project and assist in preparation for the Coronavirus Disease 2019 (COVID-19) Public Health Emergency (PHE) Unwinding.

HSA will continue to partner with Kings Community Action Organization (KCAO), Kings County Commission on Aging (KCCOA), and Kings County Office of Education (KCOE), which provide a unique blend of navigation services to the vulnerable populations in our community. In addition, the CBOs have a longstanding relationship with the county and the community. They have established infrastructure that allows services to be provided in person, online through the BenefitsCal portal CBO account, or home visits.

DHCS requires HSA to submit a signed Allocation Agreement prior to implementation of the Medi-Cal Health Navigators Project.

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

**ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
COUNTY OF KING**

State of California – Department of Health Care Services

COUNTY	Kings County		
PROJECT TITLE	Medi-Cal Health Enrollment Navigators Project		
SERVICE TERM	Agreement date: October 1, 2022	through	End of implementation date: June 30, 2025
CLOSE OUT TERM	Close out start date: July 1, 2025	through	Close out term date: June 30, 2026

Under the terms and conditions of this Agreement, the County agrees to complete Navigators Project efforts as described in the project description, and the State of California, through its Director of the Department of Health Care Services pursuant to SB 154 (Chapter 43, Statutes of 2022), agrees to fund the County up to the Allocation Amount.

PROJECT DESCRIPTION

The County agrees to provide Medi-Cal Health Navigators services and activities pursuant to SB 154, with a focus on one or more of the eleven targeted populations: Persons with mental health disorder needs; Persons with substance use disorder needs; Persons with disabilities; Aged persons; Persons who are homeless; Young people of color; Persons who are in county jail, in state prison, on state parole, on county probation or under post-release community supervision; Immigrants and families with mixed immigration status; Persons with limited English Proficiency; Low-wage workers and their families, and Uninsured children and youth formerly enrolled in Medi-Cal. The County may target other populations as well. The County shall ensure the needs of the targeted populations are understood and provide information and assistance in a culturally and linguistically appropriate method at no cost to the individual, including the provision of oral interpretation of non-English languages and the translation of written documents and alternative formats when necessary or when requested by the individual to ensure effective communication.

TOTAL ALLOCATION AMOUNT NOT TO EXCEED: \$879,700	EIGHT HUNDRED SEVENTY-NINE THOUSAND, SEVEN HUNDRED DOLLARS.
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The General and Special Provisions attached are made a part of and incorporated into the Agreement.

KINGS COUNTY HUMAN SERVICES AGENCY	DEPARTMENT OF HEALTH CARE SERVICES STATE OF CALIFORNIA
1400 W. LACEY BLVD. #8 HANFORD, CA 93230-5962	ATTN: HEALTH ENROLLMENT NAVIGATORS SECTION MEDI-CAL ELIGIBILITY DIVISION PO BOX 997417, MS 4607 SACRAMENTO, CA 95899-7417

BY (AUTHORIZED SIGNATURE): ✍	BY (AUTHORIZED SIGNATURE): ✍
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PRINTED NAME AND TITLE OF PERSON SIGNING:	PRINTED NAME AND TITLE OF PERSON SIGNING: Sandra Williams, Division Chief
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DATE SIGNED:	DATE SIGNED:
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CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

AMOUNT OF ALLOCATION		AGREEMENT NUMBER	FUND		
\$					
ADJ. INCREASING ENCUMBERANCE		APPROPRIATION			
ADJ. DECREASING ENCUMBERANCE		FUNCTION			
TOTAL ALLOCATION AMOUNT		LINE ITEM ALLOTMENT	CHAPTER	STATUTE	FISCAL YEAR
\$					
T.B.A NO.	B.R. NO.	INDEX	OBJ.	PCA	PROJECT/WORK PHASE

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance

SIGNATURE OF ACCOUNTING OFFICER	DATE

ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
COUNTY OF KING

State of California – Department of Health Care Services

TERMS AND CONDITIONS OF ALLOCATION AMOUNT

The County shall be responsible for the performance of the work as set forth herein below and for the preparation of deliverables and reports as specified in this Agreement. The County Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

Special Provisions

1. County shall complete all work in accordance with an approved Work Plan, which will be included in this Agreement as Attachment 2.
2. Rights in Data and Reporting: The County agrees that all data and reports produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such data and reports, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so in compliance with applicable laws.
3. Project partner agrees to attend monthly meetings with their assigned analyst or designated Navigators Project staff.

General Provisions

A. Definitions

- A. The term “Allocation” as used herein means the Health Navigators Allocation funding authorized by SB 154 (Chapter 43, Statutes of 2022).
- B. The term “Agreement” as used herein means an allocation agreement between the State and County specifying the payment of Allocation Amount by the State for the performance of Work Plan (Attachment 2) within the Service Term by the County.
- C. The term “County” as used herein means the party described as the County on page one (1) of this Agreement.
- D. The term “Allocation Amount” as used herein means funds awarded to the County by the State.
- E. The term “Service Term” as used herein means the period of time that the partner has to conduct the approved activities outlined in the work plan (Attachment 2).
- F. The term "Project Representative" as used herein means the person authorized by the County to be responsible for the Allocation Amount and is capable of making daily management decisions.

**ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
COUNTY OF KING**

State of California – Department of Health Care Services

- G. The term “State” as used herein means the Department of Health Care Services.
- H. Project Partner – A qualified County or Community-Based Organization selected to enter into an agreement with DHCS to provide services and to comply with the terms and conditions set forth in the Allocation Agreement.
- I. The “Closeout Term” as used herein means administrative activities of this Agreement to closeout or wind down all administrative Health Navigator Project activities engaged in after the end of the Service Term Period stated on page one.
- J. Regular Office Hours - as used herein means the hours between 8:00AM and 5:00PM on all state business days.

B. Allocation Execution

- 1. County agrees to complete the corresponding activities in accordance with the time of the Service Term and Closeout Term, and under the terms and conditions of this Agreement.
- 2. County shall comply with the provisions of SB 154.
- 3. County shall begin implementation once this agreement has been signed by the County and countersigned by DHCS. Any implementation completed prior to the execution date will not be reimbursed.
- 4. County agrees to submit in writing any deviation from the Work Plan (Attachment 2) to the State for approval prior to implementation of changes.

C. Allocation Costs

Subject to the availability of Allocation Amount, the State hereby grants to the County funding not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement.

The Allocation Amount to be provided to the County, under this Agreement, may be disbursed as follows:

- 1. To County: County shall disperse any amount of the Allocation Amount that the County deems appropriate. County may subcontract with one or more other community-based organizations to perform the activities identified in the approved Work Plan, Attachment 2. The State recommends, but does not require, the County to collaborate with one or more CBOs to develop, conduct, and implement effective tools and methods to expand Medi-Cal outreach, increase Medi-Cal enrollment and contribute efforts to retention of the uninsured, targeted populations. The County is not required to immediately contract with CBOs in light of the timelines the contracting processes may

ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
COUNTY OF KING

State of California – Department of Health Care Services

necessitate. However, the County will need to demonstrate its contracting progress with CBOs through required reporting activities.

2. Indirect administrative costs, including planning, plan documentation, and other administrative costs shall not exceed the amount approved in the Budget Plan, Attachment 1 of the Allocation Agreement.

D. Payment Documentation

1. All payment requests must be submitted by the County to the State, on a quarterly basis, using a completed Navigators Project Quarterly Invoice, Attachment 3. The invoice and the deliverables noted below must accompany the invoice as outlined in the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005).
 - a. Budget Plan, Attachment 1
 - b. Work Plan, Attachment 2
 - c. Navigators Project Quarterly Invoice, Attachment 3
 - d. Monthly Data Report, Attachment 4
 - e. Quarterly Progress Report, Attachment 5

In very limited circumstances, DHCS may approve a different submission schedule for an individual County outside of what is listed in the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005). In order for this change to be approved for the submission of the documents listed in Section D, 1a, 1b, and 1c (listed above), this change must be agreed to, in writing, by both County and DHCS prior to enactment of this change in schedule.

2. County shall submit all documentation to the State for Allocation completion within the Closeout Term as shown on page one (1).
3. Payments to the County shall be on a costs incurred basis. Expenses on the quarterly invoice must include activities performed during the billing period.
4. The County must meet the requirements of this Allocation Agreement, including the terms of all of its referenced Attachments, in order to receive approved Allocation payments from the State. If the County fails to meet such requirements or exhibit deficiencies in the performance of this Agreement, the State may withhold partial or full Allocation payments. See also section F. Loss of Allocation Amount below for more information.
5. Payment will be issued by the State upon the accurate, complete, and timely submission, in accordance with the submission schedule outlined in the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005), of the following documents:
 - a. Monthly Data Report Attachment 4
 - b. A complete Navigators Project Invoice Attachment 3
 - c. A complete Quarterly Progress Report Attachment 5

**ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
COUNTY OF KING**

State of California – Department of Health Care Services

Budget Plan Attachment 1

County is required to use the Budget Plan, Attachment 1 to identify all line items of expenditure for each fiscal year of the project. DHCS provides approval of this initial Budget Plan upon DHCS countersignature of the Budget Plan. Upon completion of a fiscal year, County must submit a new proposed Budget Plan by July 31 that identifies estimated expenditures for the current and subsequent fiscal years.

If the County needs to adjust line-item expenditures, County can unilaterally shift less than five percent (5%) of funding between one or more line-item amounts within the Non-Personnel – Direct Costs section and/or the Personnel Staff section. Any adjustment resulting in a change that exceeds five percent (5%) of any singular line item from the most recently approved Budget Plan requires DHCS approval prior to enacting this change. Any proposed revisions to the Budget Plan by County must be submitted to DHCS in writing. DHCS has up to thirty (30) calendar days to review and provide response of approval or denial of the request.

Work Plan Attachment 2

County is required to use the Work Plan, Attachment 2. As outlined in the Quarterly Invoice, a Work Plan must be submitted to, and approved by, DHCS in order to receive the quarterly payment. The Work Plan shall include strategies and time-frames for outreach, enrollment, and retention activities completed by the County and its contracted CBOs. Any proposed revisions to the Work Plan by County must be submitted to DHCS in writing. DHCS has up to thirty (30) calendar days to provide a response of approval or denial of the request.

Navigators Project Invoice Attachment 3

County is required to use the Navigators Project Invoice, Attachment 3. Invoices must be submitted by the County on a quarterly basis as outlined in the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005). The invoice must be accurate and complete and include detailed budget activity and expenditures for the specific quarter. The expenditures identified in the invoice must be supported by all appropriate documents (such as receipts, proof of payment, time sheets, etc.) to substantiate that payment was made and is eligible for reimbursement of allowable expenditures. DHCS will issue an Invoice Dispute Notification form (STD 209) if the County has submitted an invoice for payment, but has not submitted any or all of the following items:

- Monthly Data Report (for the corresponding quarter being billed)
- Quarterly Progress Report (for the corresponding quarter being billed)
- Budget Plan due to entering a new fiscal year
- Budget Plan for a shift equal to or greater than five percent (5%)

As outlined in Bulletin 2020-003 Instructions for Submitting Quarterly Invoice and Progress Report an initial payment is permissible. In order for DHCS to consider approval of an initial payment request, the County is required to have a DHCS-approved Budget Plan, submit a prospectus invoice (on the Navigators Project Quarterly Invoice, Attachment 3 form) identifying anticipated expenditures, and provide a narrative explaining why these

**ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
COUNTY OF KING**

State of California – Department of Health Care Services

funds are needed and the work expected to be performed. Once submitted, DHCS will provide notice within two (2) weeks if the request has been approved.

All initial payment requests cannot exceed twenty-five percent (25%) of the current fiscal year's budget. If a subsequent initial payment is requested, the County must provide proof of funds expenditure via the quarterly invoice process. All subsequent initial payments require full utilization before another initial payment will be considered for the requested amount; otherwise, the subsequent initial payment request will be reduced by the unexpended amount (the difference between what was paid and what expended in the approved quarterly invoice.).

If an invoice payment is withheld, the County will need to provide the information and/or report(s) identified by DHCS to remediate the deficiency before DHCS will authorize payment.

Monthly Data Report Attachment 4

County is required to use the Monthly Data Report, Attachment 4, or other reporting method as directed by the State. The County is required to submit accurate and complete monthly updates on a timely basis, for specific data points, as defined on the Monthly Data Report Template, regarding the Health Navigators Project, which the State will review and subsequently publish for public consumption. Each Monthly Data Report must include (at a minimum) the following pieces of data for every individual submitted as either enrolled or retained on the "Enrollment and Retention Rpt" tab:

- Full name (first and last)
- Date of birth
- Social Security Number and/or Client Identification Number
- Identify status as either enrolled or retained
- At least one or more of the 11 identified Target Populations

Each Monthly Data Report must also include updates to the following self-reported data points on the "Aggregate Data Reporting" tab:

- DP 1: Enrolled
- DP 2: Retained
- DP 3: Direct Outreach
- DP 4: Media Outreach
- DP 5: Assisted with Application
- DP 6: Assisted with Accessing & Utilizing Health Care Services
- DP 7: Assisted with Troubleshooting
- DP 8: Assisted with Redetermination

Failure to submit complete and accurate reports on a timely basis, in accordance with the submission schedule outlined in the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005), may result in withheld payments and an invoice dispute issued to the County. Payments will be issued once the complete Monthly Data Report is provided to DHCS.

**ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
COUNTY OF KING**

State of California – Department of Health Care Services

Quarterly Progress Report Attachment 5

County is required to submit a Quarterly Progress Report, Attachment 5 according to the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005). Quarterly Progress reports will be required starting with the first quarter reporting period. The County must provide a progress report to measure and document progress-to-date on the work plan objectives and performance goals. The State reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month. Failure to submit complete and accurate reports on a timely basis, in accordance with the submission schedule outlined in the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005), may result in withheld payments and an invoice dispute issued to the County. Payments will be issued once the complete Quarterly Progress Report is provided to DHCS.

E. Allocation Termination or Withdrawal

1. County may withdraw from the Health Navigators Allocation Funding by notifying the State in writing at any time of its request to withdraw from further participation. Once the withdraw request is received, the State will contact the County to complete close out tasks.
2. County may unilaterally rescind this Agreement at any time prior to the execution of the Allocation Amount. After the execution of the Allocation Amount, this Agreement may be rescinded, modified or amended by mutual agreement in writing.
3. Failure by the County to comply with the terms of this Agreement may be cause for termination of all obligations of the State under this Allocation Agreement and for any additional Allocation payments.

Upon termination or withdrawal from participation, the County must return all unspent allocated funds to the State.

F. Loss of Allocation Amount

The County may be subject to partial or full loss of the approved Allocation Amount if any of the following occurs, including but not limited to:

1. The County fails, without good cause, to return a signed Agreement to DHCS within sixty (60) days of receipt of the Agreement.
2. The County fails, without good cause, to produce satisfactory invoices and deliverables as outlined in the Quarterly Invoice and Deliverables Deadline Bulletin (2022-005).
3. The County fails, without good cause, to meet a satisfactory participation rate as proposed on their work plan.
4. The County withdraws from the Allocation Agreement.

**ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
COUNTY OF KING**

State of California – Department of Health Care Services

5. A County fails to submit a timely and satisfactory Corrective Action Plan (CAP), when applicable. Such an action shall result in a fifty percent (50%) reduction of the total Allocation Amount.

G. Hold Harmless

1. County agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the concurrent or sole negligence of the State, its officers, agents, and employees.
2. County agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demand costs, expenses or liability costs arising out of legal actions pursuant to items which the County has certified. County acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. County agrees to maintain satisfactory financial accounts, documents and records for the expenditures of the Allocation Amount and to make them available to the State for auditing at reasonable times. County also agrees to retain such financial accounts, documents and records for three (3) years following the termination or completion of the Allocation Agreement.
2. County and State agree that during Regular Office Hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. County agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. County agrees to use a generally accepted accounting system.

I. Audits

1. Allocations are subject to audits by the State for three (3) years following the final payment of the Allocation Amount. The purpose of such audits is to verify that expenditures of the Allocation Amount were properly documented. County will be contacted at least thirty (30) days in advance of an audit.
2. Audits will include all books, papers, accounts, documents, or other records of the County as they relate to the Allocation for which the State authorized the Allocation Amount. The County shall ensure that the Allocation Amount records, including the sources, documents and cancelled warrants, are readily available to the State.

**ALLOCATION AGREEMENT
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
COUNTY OF KING**

State of California – Department of Health Care Services

3. County must also provide an employee having knowledge of the Allocation Amount and the accounting procedure or system to assist the State's auditor. The County shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Allocation Amount records must be retained for at least one (1) year following an audit or final disputed audit findings, whichever is later in time.

J. Nondiscrimination

1. County shall not discriminate against any person on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation when conducting Health Navigators efforts pursuant to this Agreement and in compliance with the Americans with Disabilities Act.
2. County shall ensure the security, privacy and confidentiality of each enrollee.

K. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Attachment 6

1. County shall ensure security of privacy and confidentiality of each consumer application and comply with HIPAA requirements as set forth by law in accordance with Attachment 6.

L. Federal Terms & Conditions Attachment 7

1. County shall comply with all requirements and special terms and conditions set forth within the Federal Terms and Conditions that all individuals receiving Title XIX must adhere to. Such Federal Terms and Conditions are attached hereto as Attachment 7 and fully incorporated herein by reference.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 18, 2022

SUBMITTED BY: Department of Public Health- Rose Mary Rahn/Everardo Legaspi
SUBJECT: COVID-19 EPIDEMIOLOGICAL LABORATORY CAPACITY ENHANCING
DETECTION EXPANSION ADVANCED MOLECULAR DETECTION
SUPPLEMENTAL FUNDING FOR MAJOR CONSTRUCTION

SUMMARY:

Overview:

The Centers for Disease Control and the California Department of Public Health are aware that aging Public Health Laboratory facilities are in need of physical improvements to strengthen preparedness and capacity for molecular detection, analysis and reporting of SARS-CoV-2 and other pathogens of public health importance. The California Department of Public Health was awarded \$18,554,181 in Advanced Molecular Detection Supplemental Funding for Major Construction of Public Health Laboratory Facilities, of which \$950,000 have been allocated to the Kings County Department of Public Health Laboratory. The anticipated use of these funds will be to improve the Biosafety Level – 2 Room, replace lab benches and countertops and procure laboratory equipment.

Recommendation:

- a. Accept the California Department of Public Health's COVID-19 Epidemiological Laboratory Capacity Enhancing Detection Expansion Advanced Molecular Detection Supplemental Funding for Major Construction;
- b. Authorize the Director of Public Health to sign and submit any certifications, invoices, and documents required for receipt of the allocated funds;
- c. Adopt the budget change (4/5th vote required).

Fiscal Impact:

The California Department of Public Health has allocated \$950,000 for Fiscal Year 2022-23 and can be expensed or encumbered through July 31, 2024. This allocation will increase revenue account 86037 Intergovernmental Revenue and expense account 92047 Contractual Services under budget unit 411300.

(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

COVID-19 EPIDEMIOLOGICAL LABORATORY CAPACITY ENHANCING DETECTION EXPANSION ADVANCED MOLECULAR DETECTION SUPPLEMENTAL FUNDING FOR MAJOR CONSTRUCTION

October 18, 2022

Page 2 of 2

BACKGROUND:

The State of California recently received additional funding through the American Rescue Plan Act of 2021 to provide funding for large costs associated with major and new construction in public health laboratories. Based on proposals submitted to Centers for Disease Control (CDC) in October 2021 on behalf of 18 local Public Health Laboratories (PHL), California Department of Public Health (CDPH) was awarded \$18,554,181 in Advanced Molecular Detection (AMD) Supplemental Funding for Major Construction of Public Health Laboratory Facilities.

Similar to the work supported by Epidemiological Laboratory Capacity (ELC) Enhancing Detection Strategies 2 and 3, Enhancing Detection Expansion and Strengthening Public Health Laboratories Supplemental funding, this AMD Major Construction funding expands support of PHL molecular detection, analysis and reporting of SARS-CoV-2 and other pathogens of public health importance.

The Kings County Department of Public Health will work with the Public Works and Purchasing Departments to determine the needed renovations and/or construction to be completed to improve the Kings County Department of Public Health Laboratory's (KCDPHL) preparedness and capacity. Additionally, funds may also be used to procure equipment that will improve preparedness and capacity. The intended use of these funds includes, but is not limited to:

- Replace lab benches and countertops with chemical and bacterial resistant materials.
- Procure allowed equipment under this funding such as the Biomerieux Vitek Matrix Assisted Laser Desorption Ionization Time-of-Flight and Thermo Scientific Sorvall ST8FR refrigerated centrifuge.
- Improvements to the KCDPHL's Biosafety Level – 2 room which entails establishing a separate airflow system, improvements to the walls and ceiling to facilitate cleaning and disinfection, and replacement of compressed gas lines.

Based on initial estimates it is anticipated that the provided funds will suffice to complete the needed improvements and procure the necessary equipment, and any remaining funds will be reverted back to CDPH. The KCDPHL will limit the construction and/or equipment to be procured to the amount provided by this funding source.

The mission of the Kings County Department of Public Health is to promote and protect the health and well-being of Kings County residents through education, prevention, and intervention. The improvements to the KCDPHL that will be supported with these funds will bolster the efforts of the Department to improve the health of Kings County residents.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Public Health Laboratory	Contractual Services	100000	411800/ 401800	92047	\$950,000
TOTAL						\$950,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Public Health Laboratory	Intergovernmental Revenue	100000	411800/ 401800	86037	\$950,000
TOTAL						\$950,000

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
TOTAL						

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
TOTAL						

Explanation:

The California Department of Public Health has allocated \$950,000 for Fiscal Year 2022-2023 and can be expensed or encumbered through July 31, 2024. This allocation will increase revenue account 86037 Intergovernmental Revenue and expense account 92047 Contractual Services under budget unit 411300.

Auditor Approval _____ Department Head 

CAO Approval _____ Board Approval _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 18, 2022

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mel Laningham

SUBJECT: FLEET VEHICLE PURCHASE

SUMMARY:

Overview:

The Public Works Fleet Division is requesting the advance purchase of fourteen (14) vehicles through the Fleet's approved budget as the V8 model is slated to be discontinued in Fiscal Year 2023-2024.

Recommendation:

- a. Authorize the Purchasing Manager to purchase 14 vehicles using Sourcewell (formerly known as the National Joint Powers Alliance) purchasing consortium
- b. Adopt the budget change. (4/5 vote required).

Fiscal Impact:

The total cost of this vehicle purchase request is \$756,000. Funding for these vehicle purchases will come from the Fleet Fund Budget Unit 925600 account 94010. There is no fiscal impact to the General Fund as this is purchased from the Fleet Fund.

BACKGROUND:

The Fleet Division would like to purchase fourteen (14) Dodge Charger patrol vehicles through the County Fleet Replacement Plan. Fleet was notified that patrol vehicles will not be available to order next year therefore staff would like to order next years' vehicles in this fiscal year to ensure the Sheriff's Office has patrol cars. Fleet will outfit the vehicles with equipment to reduce cost and expedite availability. The County has used Sourcewell service for several years as it complies with the County's Purchasing Policy requirements. Additionally, using Sourcewell allows the County to obtain the State rate for vehicle purchases.

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.

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

Auditor Use Only
Date _____
J/E No. _____
Page _____ of _____

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						


Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
TOTAL						

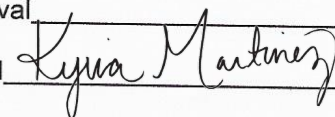
(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
Fleet	Fleet	Cont	500100	925600	99000	756000
TOTAL						

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
Fleet Fund	Fleet	Patrols	500100	925600	94010	756000
TOTAL						

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)

Dept. of Finance Approval _____ Department Head 

Administration Approval  Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 18, 2022

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: ANIMAL SERVICES PURCHASES

SUMMARY:

Overview:

Kings County Animal Services needs to purchase additional equipment to meet the requirements of the Memorandum of Understanding with the Tachi-Yokut Tribe for Animal Services.

Recommendation:

- a. Approve the purchase of 10 kennels for the Animal Services warehouse;
- b. Approve a Heating, Ventilation, and Air Conditioning (HVAC) project in the Animal Services warehouse;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no fiscal impact to the General Fund. The assets and HVAC project will be paid out of the Animal Services Shelter budget unit 227710. Per the previously adopted Memorandum of Understanding with the Santa Rosa Rancheria Tachi-Yokut Tribe, the Tribe will cover the startup costs for this project as well as additional costs relating to providing additional animal services to the Tribe. This revenue will be recognized within budget unit 227710 on the Animal Services Santa Rosa Rancheria revenue line, account 87211.

BACKGROUND:

On September 13, 2022, your Board approved the Memorandum of Understanding (MOU) with the Tachi-Yokut Tribe for Animal Services. Kings County Animal Services must add additional kennels and a HVAC system to take care of the additional animals being brought into the shelter. Building Maintenance will handle all service professional service agreements for the HVAC project. Additionally, the County will bill for variable costs associated with routine animal control services as set forth in the MOU.

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.

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.

The BOS recently approved an agreement with the Santa Rosa Rancheria Tachi-Yokut Tribe to provide animal services. This will require 10 additional large kennels be purchased for additional animals at the shelter. The Tri-Star raised kennel system is unique in it's stainless steel floor sink and Tri-Star is the only manufacturer of stainless steel self-contained pan. Each pan has a drain which can be connected to a manifold so that many individual units can drain into one floor sink. All the panels & doors connect to provide stability without requiring expensive plumbing upgrades to the area. Tri-Star products are the only animal care equipment listed by the National Sanitation Foundation.

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.

Commander David Dodd, Animal Services Director Samantha Yang, & Assistant Sheriff Robert Thayer

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
	Cassandra Bakker, Fiscal Analyst	9/28/22

Purchasing Manager: Approved as written Rejected Signed Evan Jones 9/28/2022
DocuSigned by: Evan Jones, Purchasing Manager
E: 8822368803044A2...

**This will go to BOS on 10/10/22*



Direct Estimate

554 S Allen St | PO Box 1310 | Boyd, Tx 76023
 877.459.7827/940.433.5468 | 940.433.5469 fax

Date	Estimate #
7/8/2022	38955

Customer Name
Kings County CA 10909 Bonney View Lane Hanford CA 93230 559-852-2525 samantha.yang@co.kings.ca.us

Ship To
Kings County CA 10909 Bonney View Lane Hanford CA 93230 559-852-2525 samantha.yang@co.kings.ca.us

REP	PO #
Reece	

Item	Description	Qty	Cost	TOTAL
D1048-KD	(10) 4x4/4x6 Raised Runs - Back to Back (20) openings 32"W x 75.5"H Stainless Steel Kennel Door in 47.5" Frame with Side Partition; 1/4" Vertical Rods with 1/4" Cross Bracing and 1.1/4" Stainless Steel Frame. Positive Lock Latch, In and Out Swing and No Bottom Rail on Frame.	20	733.00	14,660.00
1072-RSLSP	72" x 75.5" Raised Starlite Side Panel with 48" Isolation Partition and 26" Stainless Steel Grill Top	11	882.00	9,702.00
1048-RSLSP	48" x 75.5" Raised Starlite Side Panel with 48" Isolation Partition and 26" Stainless Steel Grill Top	11	604.00	6,644.00
1048-RSLBP	48" Starlite Raised Back Panel in Stainless Steel Frame	10	680.00	6,800.00
1000-GDCB	CUSTOM****48" x 28" Starlite Guillotine Door with Stainless Steel Wall Mount Tracks & Pulleys. 1.5/8" Stainless Steel Counter Balance with Hook to Secure to Rod Door	10	450.00	4,500.00
1048-72-CP	48" x 72" Stainless Steel Waste Collection Pan with Weld-In Drain	10	945.00	9,450.00
1048-60-CP	CUSTOM**** 48" x 48" Stainless Steel Collection Pan with Weld-In Drain	10	945.00	9,450.00
1048-72-RF	48" x 72" PVC Coated Sub Flooring for Raised Run (3 piece per kennel enclosure)	10	531.00	5,310.00
1048-60-RF	CUSTOM**** 48" x 48" PVC Coated Sub Flooring for Raised Run (2 piece per kennel enclosure)	10	455.00	4,550.00
1000-RE	Roof Enclosure [4x6]	10	500.00	5,000.00
1000-RE	Roof Enclosure [4x4]		400.00	400.00
Frnt-LTL	Shipping and Handling: LTL - Common Carrier, Items will be on skids and will be brought to the end of the trailer (Estimate Only)		4,605.00	4,605.00

TAX (8.25%)	\$0.00
TOTAL	\$81,071.00

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Anim Serv - Shelter	Reg Employees	100000	227710	91000	\$22,000
General Fund	Anim Serv - Shelter	Overtime	100000	227710	91003	\$5,000
General Fund	Anim Serv - Shelter	Maint - Equip	100000	227710	92019	\$1,500
General Fund	Anim Serv - Shelter	Maint - SI&G	100000	227710	92021	\$70,000
General Fund	Anim Serv - Shelter	Medical Supplies	100000	227710	92025	\$2,500
General Fund	Anim Serv - Shelter	Medical Services	100000	227710	92053	\$5,000
General Fund	Anim Serv - Shelter	Shelter Supplies	100000	227710	92073	\$7,000
General Fund	Anim Serv - Shelter	Travel	100000	227710	92090	\$2,500
General Fund	Anim Serv - Shelter	Utilities	100000	227710	92094	\$5,000
General Fund	Anim Serv - Shelter	Capital Assets	100000	227710	94000	\$90,000
TOTAL						\$210,500

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Anim Serv - Shelter	AS Santa Rosa Rancheria	100000	227710	87211	\$210,500
TOTAL						\$210,500

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TO BE TRANSFERRED OUT
TOTAL						\$0

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TRANSFERRED IN
TOTAL						\$0

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)

To increase the budget in Animal Services for the BOS Adopted Agreement with the Santa Rosa Rancheria Tachi-Yokut Tribe approved by the BOS on 9/13/22.

Dept. of Finance Approval _____

Department Head 

Administration Approval _____

Board Approval _____

BOS meeting date _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 18, 2022

SUBMITTED BY: Administration – Edward D. Hill/Sarah Poots

SUBJECT: FOURTH AMENDMENT TO AGREEMENT WITH CARE ATC

SUMMARY:

Overview:

The County entered into an agreement with Care ATC to provide the Employee Health Center's on-site services on February 26, 2019. Administration is recommending an amendment to the agreement to change the method in which Care ATC patients receive their lab orders results.

Recommendation:

Approve the fourth amendment between Kings County and Care ATC to include an update to patients receiving their outside provider lab orders.

Fiscal Impact:

None.

BACKGROUND:

Previously, when Care ATC patients had outside lab orders at the Employee Health Center, they were able to have their outside lab orders reviewed by the provider at Care ATC. The process of outside lab orders is being updated to improve continuity of care and patient safety. Care ATC patients may continue to have lab orders from outside providers drawn at the Employee Health Center; however, the results will go to the ordering provider and not the Care ATC provider. This will allow for appropriate interpretation of results and development of treatment plan by the ordering/treating provider.

County Counsel has reviewed and approved the amendment 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 of the Board

By _____, Deputy.



FOURTH AMENDMENT
TO
CLINIC SERVICE AGREEMENT

This Fourth Amendment to Clinic Service Agreement (this “Fourth Amendment”) entered into as of the last signature date below, but effective November 1, 2022, is an amendment to the Clinic Service Agreement dated April 1, 2019, and as amended (the “Agreement”), by and between CareATC, Inc. (“CareATC”) and County of Kings (“Client”).

WHEREAS, Client and CareATC entered into the Agreement, pursuant to which CareATC provides Covered Services through its private medical clinics to Client for the benefit of eligible employees and other eligible participants; and

WHEREAS, Client and CareATC desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and, in the Agreement aforesaid, Client and CareATC agree as follows:

A. Exhibit A “Service” and Exhibit B “Fees” of the Agreement is amended to add the following:

Outside Provider Phlebotomy Order of Draw (NEW):

- CareATC will accept employees’ (a/ka “patients”) outside provider phlebotomy order of draw.
- CareATC will provide patient’s Order of Draw in the health center
- CareATC will invoice Client for the Order of Draw as a billable expense.
- CareATC does not receive the results of the blood draws.
- CareATC is not responsible for reporting the blood draw test results to the patients.
- If a patient contacts the CareATC regarding the outside provider lab orders, the patient will be directed to contact the ordering provider.
- If the ordering provider contacts CareATC about lab results, the provider will be directed to contact LabCorp.
- CareATC will pass-through the lab expense at cost to the Client.
- Patient’s lab results will not be shared with Client.
- Patient’s lab results will remain confidential and secure with CareATC clinical staff.

B. Except as amended by this Fourth Amendment, all terms, provisions, and conditions of the Agreement including its First, Second, and Third Amendments shall remain unchanged and shall continue in full force and effect. The Agreement, as amended by this Fourth Amendment, constitutes the complete and entire understanding of Client and CareATC with respect to the subject matter thereof. In the event of a conflict between the terms and conditions of the Agreement and this Fourth Amendment, the terms and conditions of this Fourth Amendment shall govern with respect to the subject matter hereof. This Fourth Amendment may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same

document. Signature pages may be transmitted by facsimile, PDF, e-signature or other electronic means and shall be deemed original.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the last signature date below.

CareATC, Inc.
(CareATC)

County of Kings
(Client)

DocuSigned by:
Jeff Mazzone
9960257BC1AF44F...

Name: Jeff Mazzone

Name: Joe Neves

Title: CFO, CareATC

Title: Chairman

Date: 10/5/2022

Date: _____

ATTEST:

Name: Catherine Venturella, Clerk of the Board

Date: _____

RISK MANAGEMENT APPROVED AS TO FORM:

Sarah Poots

Name: Sarah Poots, Risk Manager

Date: 9/22/2022

APPROVED AS TO FORM:

Cindy Crose Kliever

40EEBBA457D223D6ED0E56156269F917 readySign

Name: Cindy Crose Kliever, Deputy County Counsel

Date: 10/12/2022

Except as amended by this Fourth Amendment, all terms, provisions, and conditions of the Agreement remain unchanged and shall continue in full force and effect.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 18, 2022

SUBMITTED BY: Administration – Edward D. Hill/ Matthew Boyett
SUBJECT: AGREEMENT WITH STRATFORD PUBLIC UTILITY DISTRICT FOR UTILITY ARREARS ROUND 2
SUMMARY:

Overview:

The COVID-19 pandemic brought many economic challenges to the residents of Kings County. To ensure the equitable recovery of the county and to provide economic relief to those negatively impacted by the pandemic, the Board authorized \$500,000 of American Rescue Plan Act (ARPA) funding to be allocated towards residents’ utility arrears in the community service districts (CSDs) of Armona, Home Garden, Kettleman City, and Stratford. Round 1 of this allocation was approved back in 2021 for the period of January 27, 2020 to August 31, 2021. To award the remainder of the \$500,000 allocation, Round 2 will cover September 1, 2021 to March 31, 2022 in order to bring the CSDs more current with their utility revenues.

Recommendation:

Approve the agreement with the Stratford Public Utility District for residential customer utility arrears.

Fiscal Impact:

There is no impact to County General Fund. The agreement amount for the Stratford Public Utility District (SPUD) is \$20,571 for water, sewer, and trash arrears, and will not include late fees, overage charges, streetlights, or commercial accounts. The amount for this agreement will be paid from the County’s ARPA funding allocation for this project.

BACKGROUND:

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

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH STRATFORD PUBLIC UTILITY DISTRICT FOR UTILITY ARREARS ROUND 2

October 18, 2022

Page 2 of 2

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

The County met with all four CSDs, identified the utilities eligible for ARPA funding, and gathered residential client utility arrears amounts from CSD databases. The County drafted and approved initial agreements with Armona, Kettleman City, and Stratford in 2021 and Home Garden earlier this year. The initial Round 1 utility arrears agreements approved were for arrears occurring between January 27, 2020, and August 31, 2021. The date of January 27, 2020 is the date attributed to the date the United States Department of Treasury final rules declares ARPA funds can be used and considered a public emergency.

The initial four agreements did not spend down the total \$500,000 allocation approved by the Board, leaving a balance of \$196,193. As such, a second round of utility arrears agreements were drafted for all CSDs. Round 2 utility agreements will be for arrears occurring between September 1, 2021 and March 31, 2022 in order to bring the CSDs more up to date with their utility revenues. The same guidelines and requirements from Round 1 will apply in Round 2. On August 9, 2022, the Board approved Round 2 agreements for Armona CSD and Kettleman City CSD. The County received SPUD's approved agreement for Round 2 on September 27, 2022.

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

Agreement No. _____

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

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

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

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

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

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

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

- 1. PAYMENT OF UTILITY ARREARS.** The County agrees to pay the outstanding balances of Recipient’s utility customers for amounts in arrears attributable to charges occurring from September 1, 2021 to March 31, 2022 excluding late fees, overage charges, streetlights, and commercial accounts. Payment shall be subject to the following terms, conditions, and limitations:
 - a. Recipient shall provide the County with an invoice for up to the following amounts outstanding for:
 - a. Water: \$8,401.13
 - b. Sewer: \$8,760.51
 - c. Trash: \$3,409.56
 - b. Said invoice shall include the total amount outstanding as well as the individual amounts owed by each utility customer, the customer’s name, account number, and address;
 - c. Recipient shall provide notice to each utility customer listed on the above invoice that his or her debt has been discharged in full and shall provide a copy of said notice to the County;

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

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

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

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

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

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

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

With a Copy To:

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

Notice personally delivered is effective when delivered. Notice sent by electronic mail is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address

by giving written notice pursuant to this paragraph.

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

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

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

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

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

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

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

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

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

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

inform the County and provide all information needed for resolution of this question.

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

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

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

RECIPIENT

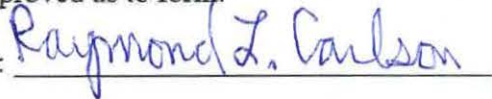
By:  _____
President, Board of Directors

Date: 09/27/2022

ATTEST:

By:  _____

Approved as to form:

By:  _____

COUNTY OF Kings

By: _____
Chairman, Board of Supervisors

Date: _____

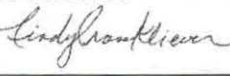
ATTEST:

Clerk of the Board of Supervisors

By: _____
Catherine Venturella

Approved as to form:

County Counsel

By:  _____
Digitally signed by Cindy Crose
Kliever
Date: 2022.09.30 13:06:26 -07'00'



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 18, 2022

SUBMITTED BY: Behavioral Health Department – Lisa Lewis/Christi Lupkes

SUBJECT: ELECTRONIC HEALTH RECORDS MULTI-COUNTY INNOVATION
PROJECT PLAN

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval to submit a project plan for the Kings County Behavioral Mental Health Services Act (MHSA) Electronic Health Records (EHR) Multi-County Innovation Project.

Recommendation:

- a. Approve the multi-county semi-statewide Electronic Health Record MHSA Innovation Project Plan;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The cost of this plan is \$3,674,521 for the five-year term under MHSA Innovation Funding. The annual costs of this plan include for FY 2022-2023 \$1,340,885, FY 2023-2024 \$630,434, FY 2024-2025 \$605,217, FY 2025-2026 \$568,904 and FY 2026-2027 \$529,081. The Budget Appropriation and Transfer form will adjust the Department's 2022-2023 Adopted Budget in Budget Unit 422200, Mental Health Services Act.

BACKGROUND:

On August 2, 2022, your board approved the department's 2022-2029 participation agreement with CalMHSA for the Semi-Statewide Enterprise Health Record (EHR) Project. The agreement is to transition the department's existing EHR system, Anasazi which in coming years will no longer be supported by its technology vendor Cerner, to a new EHR system called SmartCare which is supported by its technology vendor Streamline and overseen by CalMHSA on behalf of twenty two contracting 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

ELECTRONIC HEALTH RECORDS MULTI-COUNTY INNOVATION PROJECT

October 18, 2022

Page 2 of 3

Kings County's EHR conversion date is July 1, 2023. This project is being brought to your board's attention for the additional purpose of capturing it as a Mental Health Services Act (MHSA) Innovation Project.

CalMHSA is a Joint Powers of Authority (JPA), formed in 2009, for the purpose of providing a creative approach to the provision of public services by bringing together multiple county behavioral health departments to jointly exercise common requirement therein creating a means to provide services in a more efficient and cost-effective manner. CalMHSA's mission statement is to provide member counties a flexible, efficient, and effective administrative/fiscal structure focused on collaborative partnership and pooling efforts in development and implementation of common strategies and programs; fiscal integrity, protections, and management of collective risk; and accountability at state, regional, and local levels.

This Semi-Statewide EHR Project is an example of a project whereby county behavioral health departments must transition to a new EHR or overhaul their existing EHR to meet the new standards of the California Advancing and Innovating Medi-Cal (CalAIM), doing so in a collective manner rather than individually county by county will make for a more efficient and cost-effective outcome. By providing a collaborative solution, CalMHSA and counties will pool together intellectual and technical resources as well as purchasing power to create a solution during a time of potential risk and rapid change.

Due to the innovative approach and potential capabilities of this Semi-Statewide EHR Project, CalMHSA is proposing this project be developed into a Mental Health Services Act (MHSA) Innovation Project for which counties will use MHSA Innovation (INN) and Capital Facility and Technology Needs (CFTN) funds to develop and implement the new EHR, capture baseline quantitative and qualitative data, and evaluate the EHR project over the course of the Innovation term to track and monitor outcomes.

In November 2004, California voters approved Proposition 63, the Mental Health Services Act (MHSA). The Act imposes a one percent income tax on personal income in excess of \$1 million. Much of the funding is provided to counties to fund mental health programs consistent with their local plans. The Act states that five percent of the total funding for each county shall be utilized for Innovative programs. Innovative programs are defined as novel, creative, and/or ingenious mental health practices or approaches that are expected to contribute to learning, which are developed within communities through a process that is inclusive and representative of unserved and underserved individuals. The Innovation component allows counties the opportunity to try out new approaches that can inform current and future mental health practices. Innovation projects are subject to one-time funding with time limitations to assess and evaluate their efficacy.

Kings County's project cost for the 2022-2029 Semi-Statewide EHR plan is \$4,732,683. The first five years will be covered under the MHSA Innovation Funds as follows: FY 2022-2023 \$1,340,885, FY 2023-2024 \$630,434, FY 2024-2025 \$605,217, FY 2025-2026 \$568,904, and FY 2026-2027 \$529,081. As Innovation Projects are only able to span 5-years, the last two years of the EHR plan (2027-2028 and 2028-2029) will be covered by MHSA Capital Facilities and Technological Needs Funding for \$529,081 each fiscal year. The budget includes the personnel cost, direct program costs, indirect costs, non-recurring costs, other misc. expenditures.

As a part of required process under Mental Health Services Act (MHSA), Welfare and Institutions Code (WIC) Section 5848, and Title 9 of the California Code of Regulations (CCR) Section 3300, KCBH issued a notice of

Agenda Item

ELECTRONIC HEALTH RECORDS MULTI-COUNTY INNOVATION PROJECT

October 18, 2022

Page 3 of 3

Public Hearing regarding the Kings County EHR Innovation Project seeking County Stakeholder and Community Input. This element is a Community Program and Planning requirement under MHSA. The 30-day comment period for the plan started August 24, 2022 and finished September 22, 2022. The Kings County Behavioral Health Advisory Board approved this plan on September 26, 2022. The final local step for approval is approval by the Board of Supervisors of this plan. Once this is adopted, this will be integrated into CalMHSA's presentation for further approval.

CalMHSA will be executing the project on behalf of the twenty-two counties to coordinate the completion of the plan and will submit the plan to Mental Health Services Oversight and Accountability Commission (MHSOAC) for final approval and adoption at the October 28, 2022 meeting. Once this is approved the project will move forward.

EHR Multi-County Innovation (INN) Project
Appendix and Budget Template – Guidelines

APPENDIX: KINGS COUNTY

1. COUNTY CONTACT INFORMATION:

Christi Lupkes Quality Assurance Program Manager
Christi.Lupkes@co.kings.ca.us
(559) 852-2268

2. KEY DATES: *(Include actual dates and/or expected dates, as per your local timeline)*

Local Review Process	Dates
30-day Public Comment Period (begin and end dates)	08/24/22 – 09/24/22
Public Hearing by Local Mental Health Board	09/26/22
County Board of Supervisors' Approval	10/04/22

This INN Proposal is included in: *(Check all that apply)*

Title of Document	Fiscal Year(s)
MHSA 3-Year Program & Expenditure Plan	
MHSA Annual Update	
Stand-alone INN Project Plan	X

3. DESCRIPTION OF THE LOCAL NEED(S) *(Include specifics from your local MHSA community program planning process (CPPP), e.g., comments about your current EHR system, suggestions from stakeholders, e.g. County staff, contracted providers, system partners, clients, family members and other interested parties. Include challenges meeting current and future reporting requirements and business needs, past efforts to address local needs, etc.)*

KCBH conducted a community planning survey to assess the perspective of stakeholders utilizing the current EHR system and addressed the following domains:

- Frequency of EHR usage
- Role with EHR system
- Primary use of EHR system
- Identified challenges of utilizing the existing EHR system
- Proposed changes, revisions, and improvements to the EHR system
- Patient Portal priorities and needs

The results of the surveys are attached; however, in summary, the stakeholders expressed the challenges with our current EHR system and opportunities with a semi-statewide multi-county EHR and patient portal:

Some of the challenges expressed (details in attached survey summary):

1. "Pulling data specific to the reports I need is very difficult."
2. "The system is not easy to navigate, and it does not flow well."
3. "It's too outdated and it can make doing a simple task less timely and tedious than that of a more modernized EHR."

Client and Provider Impact:

1. When asked if the challenges expressed if applicable could cause or caused user/provider burnout, sixty-eight (68) percent (twenty-one (21) of the thirty-one (31) respondents) indicated yes.
2. When asked if the challenges experienced with the EHR detracts from direct service time with clients/family members, sixty-one (61) percent (nineteen (19) of the thirty-one (31) respondents) indicated yes.

Opportunities with new semi-statewide multi-county EHR:

1. Better reporting specifically for outcome measures, more intuitive
2. Smoother more streamlined documentation process and administrative workflows
3. One place where clinicians can see their schedule (including travel time and service location) as well as documenting the progress note to a particular appointment. In other words, if clinician's homepage and scheduler were combined, that would be very helpful

When respondents were asked what they would hope to be achieved with the adoption of a new EHR using the following items to select from (being able to select more than one), below were the results:

1. Ninety-three (93) percent of respondents selected 'Less time spent navigating (less mouse clicks)'
2. Seventy-seven (77) percent of respondents 'More interoperability with data collected (easier to extract information)'
3. Seventy (70) percent of respondents selected 'More system direction such as flags/reminders'
4. Sixty-eight (68) percent of respondents selected 'Built in analytics (ability to query information for real-time reporting)'
5. Three (3) respondents selected 'Other' indicating:
 - a. More template forms especially around assessments
 - b. Intuitive system
 - c. Dashboards for workflow management
 - d. Patient Portal

KCBH presented this INN Project to receive feedback receive feedback at the August 24, 2022 KCBH Quality Improvement Committee (QIC) which is comprised of contracted service providers and County staff that directly utilize the Electronic Health Records system.

4. DESCRIPTION OF THE RESPONSE TO LOCAL NEED(S) AND REASON(S) WHY YOUR COUNTY HAS PRIORITIZED THIS PROJECT OVER OTHER CHALLENGES IDENTIFIED IN YOUR COUNTY *(Include information describing what your County hopes to achieve by participating in the INN project, referencing the learning goals included at the end of the "Project Brief" document.)*

As with many counties across California, KCBH and Community Partners are uniquely situated to participate in this Multi-County INN project. Stakeholders across our system have expressed deep concern on the volatile and antiquated EHR system that is currently utilized. Stakeholders have prioritized this project to improve and enhance the EHR system to meet the needs of the provider and consumer community alike. With this unique multi-county collaborative, Kings County will gain an opportunity to provide continuous feedback through system end-users, providers, contractors, consumer/family member staff and recipients of care. This broad stakeholder group will serve as an essential feedback loop to program design, system design and evaluation alike

Kings County Behavioral Health hopes to achieve improved County & Contracted Provider employee retention, increased quality of care to consumers, more efficient continuum of care utilizing an updated and efficient, improved billing methodologies, and expedient access to consumer records.

Kings County Behavioral Health is hoping to utilize a human centered design to improve transparency and access for consumers and clinician effectiveness, in addition to overall satisfaction.

- Using a Human Centered Design approach, identify design elements of a new Enterprise Health Records to improve our local behavioral health workforce's job effectiveness, satisfaction, and retention.
- Implement a new EHR this is more efficient to use, resulting in a 30% reduction in time spent documenting services, thereby increasing the time spent providing direct care.
- Implement a new EHR that facilitates a client-centered approach to service delivery, founded upon creating and supporting a positive therapeutic alliance between the service provider and the client.

5. DESCRIPTION OF THE LOCAL COMMUNITY PLANNING PROCESS (*Describe the County's CPPP for the Innovative Project, encompassing inclusion of stakeholders, representatives of unserved or under-served populations, and individuals who reflect the cultural, ethnic, and racial diversity of the County's community. Include details of stakeholder meetings, i.e. number and demographics of participants, community groups and system partners, methods of dissemination of information about the proposed project and comments received regarding the INN project.*)

A Kings County Behavioral Health Leadership Steering Committee meeting was facilitated on Tuesday August 2022 and identified the current problems & need for an EHR Innovation project to coincide with CalAIM launch in Calendar Year 2023. The Steering Committee reviewed and added content to the Appendix. All Steering Committee members voted to

move forward with the EHR Innovation Project and advance the proposal to the Kings County Behavioral Health Advisory Board.

Steering Committee contribution/statements include

1. “Our current her EHR system is cumbersome and difficult to navigate”.
2. “This is an excellent opportunity to improve our continuum of care system”.
3. “We need to provide our staff and service provider contractors with adequate tools”.

Committee members indicated that the appendix should reflect statements and feedback from the individual that will be directly affected by the EHR Innovation Project which included contracted service providers and County Behavioral Health staff.

A Stakeholder Focus Group and feedback request was facilitated at the Quality Improvement Committee meeting on Wednesday August 2022. The target stakeholder audience was County staff and contracted service providers that utilize the current EHR system and will be affected by the transition to the new EHR system in July 2023. A Presentation describing the details of the EHR Innovation Project was administered and qualitative and quantitative survey was offered to stakeholders to receive their valuable feedback.

Summary of Results

There were thirty-one (31) respondents to the Kings County Behavioral Health (KCBH) Mental Health Services Act (MHSA) Electronic Health Record (EHR) Innovation Project Community Program & Planning Process Survey conducted in late August 2022 online via Qualtrics, sent to all KCBH EHR users and their supervisors.

About the Respondents

Of the 31 respondents

- **Roles:** Eight (8) identified as administrators, seven (7) as clinicians, five (5) as rehab specialists, four (4) as supervisors, three (3) as fiscal/billing, two (2) as case managers, and two (2) as other and indicated quality assurance.
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- **Use:** Fourteen (14) identified as using the EHR primarily for service documentation, six (6) for reporting/quality assurance, six (6) as other indicating uses such as

intake and care coordination, three (3) as fiscal/billing, and two (2) as using the EHR for supervision.

Current EHR

When asked what they like about the current EHR, twenty-one (21) respondents indicated the following positives which have been generalized and grouped by themes:

- All the various pre-built templates to streamline tasks
- Access to all the various data and ability to include and exclude data for report development
- Ease of logging in and ability to reset own password
- Ability to save report templates for ongoing ease of use
- Reports can be exported to excel and pdfs
- Auto-population of forms with previously collected information
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- Ability to view complete chart (except SUD)
- Can build multiple appointments at once
- Alphabetical client listing
- Multiple routes to get to a desired page/record
- Caseload tab if helpful

When asked what they may find challenging about the current EHR, if anything, twenty-nine (29) respondents indicated the following challenges which have been generalized and grouped by themes:

- Lack of information or resource to resolve technical issues on my own; System is quite helpdesk reliant, and it is difficult to obtain training when needed
- Appears to have a lot of shortcuts and workarounds due to challenges rather than correctly functioning
- Pulling reports specific to the information needed data cannot be queried through analytics software rather multiple reports must be exported into excel then analyzed by end user

- Running reports is time consuming and tedious as at times reports such as first identifying the information needed (how it's set up in the EHR), then adding those needed fields, and lastly running the reports which can take hours such as the ATP reports and only one report at a time can be run when exporting to excel
- Only one server per subunit
- No reminders/flags for assessment and treatment plan updates
- EHR is not intuitive
- Old, outdated, antiquated system that freezes frequently
- Not easy to navigate, time consuming
- Not easy to retrieve/view documents within especially scanned documents as the zoom feature is time-consuming and ineffective and font is too small
- Challenging to enter all clinical time into the EHR such as admin time in the back end of the system
- Design of system does not flow well
- Running reports, client search, opening assignments and treatment episodes, documenting notes, generally cumbersome and not very user friendly
- Hard to train others, and hard to learn
- Takes a long time to load and too many entries to complete one task
- Cannot multitask within EHR
- More template forms to eliminate frequently used scanned documents
- Scheduler and Clinicians Homepage schedule are often different and thus must check both schedules

When asked if the challenges expressed if applicable could cause or caused user/provider burnout, twenty-one (21) indicated yes.

When asked if the challenges experienced with the EHR detracts from direct service time with clients/family members, nineteen (19) respondents indicated yes.

New EHR

When asked what would like to be seen improved in the adoption of a new EHR, if anything, thirty-one (31) respondents indicated the following which have been generalized and grouped by themes:

- More resources or quicker access to support when technical needs arise

- Easier access to customize the data to pull in reports and to save the templates
- Better reporting specifically for outcome measures, more intuitive
- Reminders for staff/providers
- Better prompts for documentation that needs to be completed
- Ease of document scanning and viewing
- Easier entry for staff who time study
- Built in analytics
- Less navigation and faster transition
- Easier access to documents within the chart, without having to close them and lose them until I'm done with the task
- Ability to be in more than one chart at a time
- Smoother more streamlined documentation process and administrative workflows
- have more of the forms available electronically (especially the functional assessments)
- An EHR that allows you to multi-task and run a various of reports at the same time. Being able to customize the report you're trying to run that specifies a timeline, a service, type of service, days, insurances, etc. with a user-friendly interface
- Scheduler that is more intuitive so that one cannot schedule when a provider is out of the office
- One place where clinicians can see their schedule (including travel time and service location) as well as documenting the progress note to a particular appointment. In other words, if clinician's homepage and scheduler were combined, that would be very helpful
- Ability to use non-episodic information and forms in mental health so clients don't need to repeat processes that can follow them through their levels of care such as non-episodic assessments, PEs, CANS/ANSAs, but that these are not visible to SUD environment, and vice versa
- A patient portal that has pre-created materials for marketing and education among clients from the EHR company
- A more integrated and well-used scheduler so no-shows, cancelations, urgent appointments, productivity, can be tracked
- Customizable dashboards at every level for providers, clinics/programs, fiscal, administration

- Items such as referral source, closing reason, etc. match what has to be reported to the State
- For a popup to alert to a possible error or empty field

When respondents were asked what they would hope to be achieved with the adoption of a new EHR using the following items to select from (being able to select more than one), below were the results:

- Twenty-nine (29) respondents selected 'Less time spent navigating (less mouse clicks)'
- Twenty-four (24) respondents 'More interoperability with data collected (easier to extract information)'
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- Twenty-one (21) respondents selected 'Built in analytics (ability to query information for real-time reporting)'
- Three (3) respondents selected 'Other' indicating:
 - More template forms especially around assessments
 - Intuitive system
 - Dashboards for workflow management
 - Patient Portal

Patient Portal

When respondents were asked in what manner they felt an EHR may be used by client/family member(s) via a patient portal, they indicated the following (being able to select from multiple statements for which they could select more than one):

- Twenty-six (26) respondents selected 'Scheduling'
- Twenty-four (24) respondents selected 'Communication with treatment team'
- Eighteen (18) selected 'Review medications'
- Three (3) respondents selected 'Other' indicating:
 - Ability to sign-in when arriving at front desk/clinic (kiosk style)
 - Worksheet/homework assignments

- Document completion such as parents/caregivers electronically completing PSC-35, etc.

When respondents were asked if they felt the current patient portal was user friendly for the client/family member(s), they responded as follows:

- Twenty (20) did not know there was a current patient portal
- Eleven (11) selected 'No'

Both Stakeholder meetings (Stakeholder & Steering Committee) were held at the Kings County Behavioral Health main office in Hanford Ca.

The Project will be funded with MHSAs Innovation allocations in Calendar Year (CY) 2022 – 2026 and will then be funded by MHSAs Capital Facilities and Technological Needs (CFTN) in Calendar Years 2027 and 2028. Kings County anticipates an additional \$529,081 for 2027 and \$529,081 for 2028.

Year	MHSA Funding Component	Amount
2022	INN	1,340,885
2023	INN	630,434
2024	INN	605,217
2025	INN	568,904
2026	INN	529,081
2027	CFTN	529,081
2028	CFTN	529,081
Total Innovation Funding		4,732,683
Total Cost Over 7 Years		4,352,285

6. CONTRACTING *(What project resources will be applied to managing the County’s relationship to the contractor(s)? How will the County ensure quality as well as regulatory compliance in these contracted relationships?)*

Quality Assurance Manager will serve as the Co-Lead Contact with the MHSAs Manager for the EHR INN Project.

- Supervises the following team members who will be vital in the facilitation of this EHR INN Project:
 - Business Application Specialists who oversee the Department's EHR
 - Quality Assurance Specialists who are experienced in EHR data extraction and reporting
 - Quality Assurance Clinicians who are experienced in training and supporting staff and providers on the navigation of and documentation within the EHR to include monitoring compliance with and timeliness of clinical documentation

MHSA Manager will serve as the Co-Lead Contact for the EHR INN Project.

- Experienced in stakeholder engagement, conducts the community program and planning process (CPPP) in collaboration with the Department's CPPP consultant, and chairs the MHSA Advisory Meeting
- Manages the MHSA 3-Year Plan and Annual Updates to include the PEI and INN Evaluations

7. COMMUNICATION AND DISSEMINATION PLAN *(Describe how you plan to communicate results, newly demonstrated successful practices, and lessons learned from your INN Project. How do you plan to disseminate information to stakeholders within your County and (if applicable) to other Counties? How will program participants or other stakeholders be involved in the communication efforts?)*

Upon approval of the INN project, the Quality Assurance Program Manager will create an EHR Community Stakeholder group. Stakeholders engaged in the EHR Community Stakeholder Group may include: staff, providers, consumers, and family members. The stakeholder group will play a critical role to serve as an essential feedback loop to program design, system design and evaluation alike.

The EHR Community Stakeholder Group will be included as a subcommittee to Quality Improvement Committee (QIC) Stakeholders to solidify commitment to the stakeholder process. The subcommittee will be scheduled on the agenda on a monthly basis to provide ongoing progress and quarterly feedback from the Stakeholder committee.

KCBH will work with CaIMHSA and its program partners to disseminate information regarding the EHR Multi-County Innovation Project to local stakeholders and counties. In

general, communication pertaining to evaluation findings, or the publication of research studies will occur through the following steps:

KCBH will post a public announcement to the MHSA Stakeholder e-mailing list and associated stakeholder body lists a link to the KCBH Website.

Link to KCBH Mental Health Services Act (MHSA) Public Notice & Comments
<http://www.kcbh.org/public-notices.html>

MHSA Coordinator and/or program staff will provide annual presentation to stakeholder committees (Behavioral Health Advisory Board, Mental Health Task Force, and Quality Improvement Committee on progress of the innovation project.

8. COUNTY BUDGET NARRATIVE *(Include description of expenses for local Personnel, Operating and Consultant Costs, as well as the source(s) of funds to be used to support this multi-County collaborative. Provide a brief budget narrative to explain how the total budget is appropriate for the described INN project. The goal of the narrative should be to provide the interested reader with both an overview of the total project and enough detail to understand the proposed project structure. Ideally, the narrative would include an explanation of amounts budgeted to ensure/support stakeholder involvement (For example, "\$5000 for annual involvement stipends for stakeholder representatives, for 3 years: Total \$15,000") and identify the key personnel and contracted roles and responsibilities that will be involved in the project (For example, "Project coordinator, full-time; Statistical consultant, part-time; 2 Research assistants, part-time..."). Please include a discussion of administration expenses (direct and indirect) and evaluation expenses associated with this project. Please consider amounts associated with developing, refining, piloting and evaluating the proposed project, and the dissemination of the Innovative project results.*

Expenditure Category	Expenditure Item	Description/Explanation of Expenditure Item	Total Project Cost
Personnel Costs	Salaries	.14 MHSA Coordinator will provide oversight and manage the implementation of the new Semi-Statewide EHR system to include stakeholder engagement	\$ 115,366 (\$19,606 -\$ 26,822, Annually)

		<i>and collaboration within our county. (Cost Based Allocation)</i>	
		<i>.06– Deputy Director of Clinical Services will provide senior level oversight in the implementation of the new Semi-Statewide EHR system in our county</i>	<i>\$ 54,616 (\$9,282 - \$ 12,698 Annually)</i>
		<i>.06– Deputy Director of Administration will provide senior level oversight in the implementation of the new Semi-Statewide EHR system in our county</i>	<i>\$ 54,616 (\$9,282 - \$ 12,698 Annually)</i>
		<i>.05-.20 Quality Assurance Manger will provide Project Lead support of the new Semi-Statewide EHR system in our county.</i>	<i>\$ 47,407 (\$8,057- \$11,022, Annually)</i>
		<i>1– Business Applications Specialist will provide I.S. Project Lead support of the new Semi-Statewide EHR system in our county.</i>	<i>\$620,542 (\$105,460- \$144,275, Annually)</i>
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		<i>.05-.15 – Quality Assurance Specialist will provide billing system analysis of the new Semi-Statewide EHR system in our county.</i>	<i>\$31,944 (\$5,429-\$7,427, Annually)</i>
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		<i>.05-.15 – Fiscal Analyst will provide billing system analysis support of the new Semi-Statewide EHR system in our county.</i>	<i>\$ 37,310 (\$6,341-\$8,674, Annually)</i>
		<i>05-.15 – Fiscal Specialist will provide billing system analysis support of the new Semi-Statewide EHR system in our county.</i>	<i>\$ 24,537 (\$4,170-\$5,705, Annually)</i>
<i>Contract/ Consultation</i>		<i>Contract/PA Agreement with CalMHSA</i>	<i>\$ 1,273,087 for 5 Year span of INN funds (\$679,166 - \$141m332 Annually)</i>
<i>Indirect Costs</i>		<i>10% Annual Administration costs</i>	<i>\$291,191 (\$95,768-52,236 Annually)</i>

9. BUDGET & FUNDING CONTRIBUTION BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY *(Please complete the Excel file for this portion of the Appendix)*

- *Attached as requested*

10. TOTAL BUDGET CONTEXT: EXPENDITURES BY FUNDING SOURCE & FISCAL YEAR

(Please complete the Excel file for this portion of the Appendix).

- *Attached as requested*

SURVEY SUMMARY ATTACHMENT (*referenced in #3*)

Kings County Behavioral Health (KCBH) Mental Health Services Act (MHSA) Electronic Health Record (EHR) Innovation Project Community Planning Process Survey Summary of Results

There were thirty-one (31) respondents to the Kings County Behavioral Health (KCBH) Mental Health Services Act (MHSA) Electronic Health Record (EHR) Innovation Project Community Planning Process Survey conducted in late August 2022 online via Qualtrics, sent to all KCBH EHR users and their supervisors.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
MHSA- INN	Behavioral Health	Innovation Revenue	01	422200	85101	1,340,885.00
TOTAL						1,340,885.00


Funding Sources:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
MHSA- INN	Behavioral Health	Prof & Spec Services	01	422200	92037	747,082.00
MHSA- INN	Behavioral Health	Admin Allocation	02	422200	93057	593,803.00
TOTAL						1,340,885.00

(B) Budget Transfer:

Transfer From:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
FUND NAME	DEPT. NAME	ACCOUNT NAME				
TOTAL						

Transfer To:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
FUND NAME	DEPT. NAME	ACCOUNT NAME				
TOTAL						

Explanation: (Use additional sheets or expand form for more data entry rows or additional narrative, if needed.)

Dept. of Finance Approval _____ Department Head 

Administration Approval _____ Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 18, 2022

SUBMITTED BY: Fire Department – William Lynch

SUBJECT: APPROVE THE ADDITION OF TWO FIRE CAPTAINS POSITIONS

SUMMARY:

Overview:

The Fire Department is seeking approval to add two additional Fire Captain positions to facilitate improved management and span of control.

Recommendation:

- a. Allocate 2.0 full-time equivalent (FTE) Fire Captains in Budget Unit 241000;
- b. Delete 2.0 full-time equivalent (FTE) Fire Apparatus Engineers in Budget Unit 241000

Fiscal Impact:

The cost of the two new Fire Captain positions would be offset by the deletion of two Fire Apparatus Engineers, so the fiscal impact would be reduced to approximately \$5,200 for the remainder of the fiscal year. The current Fiscal Year 22/23 budget has sufficient funding to absorb the additional costs based on salary savings and budget allocations.

BACKGROUND:

As a result of the 2/0 staffing schedule initiated in 2016, the Fire Department currently has two stations that do not have a shift captain assigned on each shift. This issue results in only one Fire Captain being assigned on one shift leaving the other two shifts without management supervision. This places the responsibility for day-to-day operation and emergency incident decisions on subordinate personnel and displaces management oversight.

(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

APPROVE THE ADDITION OF TWO FIRE CAPTAINS POSITIONS

October 18, 2022

Page 2 of 2

The department is requesting to add two Fire Captain positions and delete two Fire Apparatus Engineer positions from the current position allocations. The budget impact will be negligible since no additional new positions will be required to complete this request. Additionally, the positions will eliminate the current overtime costs at Fire Station 11, by the assignment of one Captain to that location to cover a long-term disability vacancy.

The cost difference between a Fire Captain and a Fire Apparatus Engineer position is approximately \$5.20 per hour with an annual increase of approximately \$20,546 per position. Currently, the department has expended \$41,519 in overtime costs related to the open position at Station 11. It is anticipated that an additional amount of overtime equal to or higher will be needed in the FY 22/23 budget to continue to cover the staffing needs if the positions are not allocated.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 18, 2022

SUBMITTED BY: Information Technology Department - John Devlin

SUBJECT: SERVICE AGREEMENT WITH VALLEY SECURITY AND ALARM

SUMMARY:

Overview:

Kings County is currently running a Honeywell Access Control System that will be replaced by a new system by Digital Monitoring Products (DMP). Valley Security and Alarm is the vendor who already installed the DMP system at the new Sheriff's Operations building.

Recommendation:

Approve the agreement with Valley Security and Alarm (a Geil Enterprises, Inc company) for the replacement of our Access Control System.

Fiscal Impact:

The project was included in the 2022-2023 budget and adopted by the Board of Supervisors on August 9th, 2022, in the amount of \$308,275 in budget unit 195000-92047.

BACKGROUND:

Valley Security and Alarm installed the DMP access control system for the Sheriff operations building and with the issues we were having with the Honeywell access control system we opted to replace it with the DMP solution. If we were to stay with the Honeywell solution and upgrade all county access control locations it would have cost approximately \$30,000 more and still have an old technology platform. The DMP solution gives the county a more robust administration software as well as the ability to upgrade for the future.

County Counsel has reviewed and approved this agreement 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.

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on October 18, 2022 (the “Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and Geil Enterprises, Inc., a California corporation, doing business as Valley Security & Alarm (“Contractor”) (singularly a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS, the County requires the replacement of an existing Honeywell access system at multiple County offices and properties; and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

County shall pay Contractor for its work reflected in attached **Exhibit A**. Contractor is not entitled to, nor will County pay any additional consideration, compensation, or other remuneration.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit A**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor 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.

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

4. TERM

This Agreement commences on the Effective Date and remains in full force and effect until both Parties have completed performance, or this Agreement is otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor 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. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

6. AMENDMENTS

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

7. TERMINATION

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

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

services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

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

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

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

b. Alternatively, the County may elect to cure the breach and Contractor shall bear all expenses incurred the County in curing the breach.

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

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

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert

breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE AND BONDS

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's Commercial General Liability insurance carrier guaranteeing said coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide 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 County may have under the law.

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

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

E. Insurance Limits. Contractor shall obtain the insurance policies in the amounts set forth below, unless the County'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. Such limits may be satisfied in part by an excess or umbrella policy.

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. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) annual aggregate limit.

F. Rating of Insurers. Contractor shall obtain insurance placed with authorized 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 County's Risk Manager.

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

H. General Requirements for Bonds. Before commencing any work under this Agreement, Contractor shall file three (3) of each bond together with three (3) certified copies of said bonds with County. Contractor shall purchase surety bonds, issued by corporations duly and legally licensed to transact business in the State of California, in the amounts and for the purposes specified below. Contractor shall maintain the bonds at Contractor's expense during the entire term of this Agreement, or later as provided.

1. Performance and Maintenance Bond(s). Contractor shall obtain one (1) bond equal to 100 percent (100%) of this Agreement's price that guarantees the faithful performance of this Agreement, and insures County during the term of this Agreement. Contractor shall obtain a maintenance bond equal to 100 percent (100%) of this Agreement's price, that remains in full force and effect through the guarantee period. Both bonds shall insure against faulty or improper materials and/or workmanship.

2. Payment Bond. Contractor shall obtain one (1) bond equal to 100 percent (100%) of this Agreement's price, guaranteeing the payment in full of all claims for labor and materials in accordance with the provisions of the laws of the State of California.

3. Change of Surety. If at any time a surety on any of these bonds becomes irresponsible or loses its right to do business in the State of California, County may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice. Evidence of authority of an attorney-in-fact acting for the

corporate surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bonds. The form of said bonds is subject to County's approval.

9. INDEMNIFICATION

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

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

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

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

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) 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

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

Contractor understands and agrees that the work performed under this Agreement is subject to prevailing wage as set forth in the California Labor Code. Contractor further understands and agrees that it shall bear sole responsibility for ensuring the enforcement thereof including registering with and submitting certified payrolls to the Department of Industrial Relations for compliance monitoring pursuant to Labor Code section 1725.5.

12. CONFIDENTIALITY

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third-party's request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

Contractor 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. Contractor shall not employ, nor retain any such person during the term of this Agreement. Contractor is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. Contractor 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, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

15. SUBCONTRACTORS

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

16. ASSIGNMENT

Contractor shall not assign this Agreement without first obtaining the written consent of the County, subject to any required state or federal approval. Assignment by Contractor 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 County owns and is entitled to possess all computations, plans, correspondence, pertinent data, and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County'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 any notice 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:

County
IT Department
County of Kings
1400 West Lacey Blvd., Building 6
Hanford, CA 93230
itservice.contracts@co.kings.ca.us

Contractor
Josh Gonzalez
Valley Security & Alarm
1945 N. Helm Avenue, #102
Fresno, CA 93727
JGonzalez@valleysecurityandalarm.com

With copy to:
Roy Hernandez, CEO
Geil Enterprises, Inc.
1945 N. Helm Avenue, #102
Fresno, CA 93727
RHenandez@geilenterprises.com

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. Kings County the appropriate venue for bringing any action in connection with this Agreement, whether in law or equity. Contractor 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 the provisions of this Agreement 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 County and Contractor 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. ADA COMPLIANCE

Contractor shall comply with the Americans with Disabilities Act, Title II, and

applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

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

25. ENTIRE AGREEMENT; 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 County or Contractor, other than those contained in this Agreement.

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor 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.

26. 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 execute this Agreement in two (2) or more counterparts that together constitute one (1) Agreement.

27. AUTHORITY

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

SIGNATURES ON FOLLOWING PAGE

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

COUNTY OF KINGS

GEIL ENTERPRISES, INC.

By: _____
Joe Neves, Chairman

By:  _____
Roy Hernandez, CEO

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By:  _____ 9/27/2022
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: _____
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work & Compensation

Exhibit B: Kings County ADA Grievance Procedures

Exhibit A



1945 N. Helm Ave. #102, Fresno, CA 93727 Tel: 559.495.3070 Fax: 559.485.5380 Lic: ACO5718

September 22, 2022

Re: County of Kings – Access Proposal
1400 W. Lacey Blvd., Hanford, CA 93230

Pursuant to our recent conversation, please consider the following proposal to upgrade the access system at the above referenced location.

Scope of work: Replace the existing Honeywell access system at each site with the DMP platform. Utilize the existing wiring and peripheral devices. Install a control panel, 12v power supply, and door interface modules at each site. HSA building 8 will require two panels. Install the DMP Entre software on a customer provided server. Program the software and set up all of the panels. Go over operation with the customer.

Administration

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (4) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$8,930.00**

Behavioral Health

Main System Equipment

Exhibit A

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (14) Wiegand interface module
- (1) Enrollment reader
- (1) Entre client
- (1) Entre software partition
- (1) Entre 16 door add on
- (1) *Entre software support (one year)
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$17,370.00**

Behavioral Health 450

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (6) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$9,925.00**

District Attorney's Office

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (14) Wiegand interface module
- (1) Enrollment reader
- (1) Entre client
- (1) Entre software partition
- (1) Entre 16 door add on
- (1) *Entre software support (one year)
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

Exhibit A

VSA Equipment and labor: **\$17,690.00**

Finance

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (8) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$10,990.00**

Health Annex

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (6) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$9,925.00**

Health Avenal

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (2) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

Exhibit A

VSA Equipment and labor: \$7,660.00

Health Corcoran

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (2) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: \$7,660.00

Health EHS

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (6) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: \$9,925.00

Health Lemoore

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (2) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: \$7,660.00

Exhibit A

Health Main

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (12) Wiegand interface module
- (1) Enrollment reader
- (1) Entre client
- (1) Entre software partition
- (1) Entre 16 door add on
- (1) *Entre software support (one year)
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$16,050.00**

HSA Two Story

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (14) Wiegand interface module
- (1) Enrollment reader
- (1) Entre client
- (1) Entre software partition
- (1) Entre 16 door add on
- (1) *Entre software support (one year)
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$17,415.00**

HSA Building #8

Main System Equipment

- (2) Control with network communicator and battery backup
- (2) 12v power supply with battery backup
- (2) LCD keypad

Exhibit A

- (56) Wiegand interface module
- (2) Enrollment reader
- (1) Entre 64 door add on
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$50,695.00**

HSA Corcoran

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (8) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$10,300.00**

HSA Call Center

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (12) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$13,255.00**

HSA Avenal

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad

Exhibit A

- (2) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$7,660.00**

KART/Calvans

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (10) Wiegand interface module
- (1) Enrollment reader
- (1) Entre client
- (1) Entre software partition
- (1) *Entre software support (one year)
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$14,075.00**

IT Department

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (14) Wiegand interface module
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$13,890.00**

Probation Department

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup

Exhibit A

- (1) LCD keypad
- (16) Wiegand interface module
- (1) Enrollment reader
- (1) Entre client
- (1) Entre software partition
- (1) Entre 16 door add on
- (1) *Entre software support (one year)
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$18,685.00**

Sheriff Dispatch

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (6) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$9,925.00**

Sheriff Kent Station

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (2) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$7,660.00**

Sheriff Morgue

Main System Equipment

Exhibit A

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (6) Wiegand interface module
- (1) Enrollment reader
- (1) Entre 16 door add on
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$11,005.00**

Sheriff Office

Main System Equipment

- (1) Control with network communicator and battery backup
- (1) 12v power supply with battery backup
- (1) LCD keypad
- (6) Wiegand interface module
- (1) Enrollment reader
- (1) Misc. hardware, parts, conduit, and wire as needed

Purchase Price (includes a 1-year warranty on parts and labor)

VSA Equipment and labor: **\$9,925.00**

***Total Purchase Price (includes a 1-year warranty on parts and labor)**

VSA Equipment and labor: **\$308,275.00**

Access Notes and Exclusions:

- Valley Security + Alarm will connect to door access hardware that is provided by others.
- The customer is responsible for supplying an IP address and network connectivity for each access panel.
- The customer is responsible for supplying a stand-alone computer or server for the access software with a full instance of SQL. The specifications are on the included software data sheet.
- The above installation labor rates **include** the use of prevailing wage unless otherwise noted.
- The installation fee includes customer training.
- The customer shall supply a 120vac outlet for the access panel.
- ***The access software includes 256 doors and can manage up to 500 panels. The system can be upgraded for additional doors (up to 400 doors) in the future, if needed.**

Exhibit A

- The systems quoted exclude access cards/ fobs. Access cards/ fobs can also be purchased at a later date in quantities of fifty (50). Additional cards/ fobs are currently \$10.00/each.
- **50% of each project installation cost will be billed upon approval. The remaining 50% will be progress billed until completion of each project.**

The price for this proposal is firm for 14 days.

Thank you for allowing me the time to present this proposal for your consideration. If you have any questions or require additional information, please contact me at (559) 351-2632 or jgonzalez@valleysecurityandalarm.com.

Cordially,

Josh Gonzalez

Josh Gonzalez
Security Consultant

Exhibit B

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

Exhibit B

County of Kings

2016 ADA Self-Evaluation

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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