

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, December 13, 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=md356cf08962038a551630b790b645dc7>

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/XonAif0TqSY>

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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 Andrew Cromwell – Koinonia Church
PLEDGE OF ALLEGIANCE



II. UNSCHEDULED APPEARANCES

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

III. APPROVAL OF MINUTES

- A. Report out of Closed Session from the regular meeting for December 6, 2022.
- B. Approval of the minutes from the regular meeting for December 6, 2022.

IV. CONSENT CALENDAR

A. Behavioral Health Department:

- 1. Consider adopting a Resolution authorizing the Director of Behavioral Health to sign the Grant Agreement with the California Health Facilities Finance Authority for the investment in mental health wellness grant program for children and youth.

B. Fire Department:

- 1.
 - a. Consider approving the Fire Department to accept the 2022 Emergency Management Performance Grant;
 - b. Adopt a Resolution designating the Fire Chief, or the County Administrative Officer, or the Assistant County Administrative Officer to execute all grant documents.
- 2.
 - a. Consider approving the Fire Department to accept the 2022 Homeland Security Program;
 - b. Adopt a Resolution designating the Fire Chief, or the County Administrative Officer, or the Assistant County Administrative Officer to execute all grant documents.

C. Public Works Department:

- 1. Consider approving the Right of Entry Agreement with River Ranch Farms, LLC to access the site to perform the services specified in the Right of Entry Agreement.

D. Sheriff's Office:

- 1.
 - a. Consider adopting a Resolution authorizing participation in the Alcohol Policing Partnership grant;
 - b. Authorize the Sheriff to sign the Grant Agreement;
 - c. Adopt the budget change. **(4/5 vote required)**

E. Administration:

- 1. Consider approving the cancellation schedule for the Board of Supervisors' meetings for 2023.
- 2. Consider denying the Claim for Damages filed by Johnathan Harper.
- 3.
 - a. Consider authorizing the County Administrative Officer to sign the Agreement with Koinonia Church for the mandatory requirement pass through for a non-governmental community based organization for services provided in the County jail effective December 13, 2022 through December January 31, 2023;
 - b. Adopt the budget change. **(4/5 vote required)**



V.

REGULAR AGENDA ITEMS

A. Assessor/Clerk/Recorder – Kristine Lee

1. Consider adopting and waiving the second reading of an Ordinance adding Article IX of Chapter 22 of the Ordinance Code, pertaining to low-value assessments.

B. Behavioral Health Department – Lisa Lewis/Christi Lupkes/Katie Arnst

1. Consider approving the Amended Agreement with Seng Leang Tang for Depression Reduction Achieving Wellness retroactively effective from July 1, 2022, through June 30, 2024.
2.
 - a. Consider approving the Agreement with the Tulare County Superintendent of Schools to accept this funding to implement the Friday Night Live program, retroactively effective from July 1, 2022, through June 30, 2023;
 - b. Authorize the Director of Behavioral Health to sign the Agreement with Tulare County Superintendent of Schools;
 - c. Adopt the budget change. **(4/5 vote required)**

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

1.
 - a. Consider approving an Agreement with California Health Collaborative for COVID-19 Preventative Services;
 - b. Adopt the budget change. **(4/5 vote required)**

D. Administration – Edward Hill/Kyria Martinez

1. Consider approving the first Amendment with Paragon Government Relations, Inc. to perform federal legislative advocacy services for Kings County through December 31, 2023.
2.
 - a. Consider receiving an update on the Kings County American Rescue Plan Act Small Business Assistance program;
 - b. Direct staff on the Kings County American Rescue Plan Act Small Business Assistance program.

VI.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VII.

CLOSED SESSION

- ◆ **Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(5)]**

VIII.

ADJOURNMENT

The next regularly scheduled meeting will be held Tuesday, December 20, 2022 at 9:00 AM.

FUTURE MEETINGS AND EVENTS

December 20	9:00 AM	Regular Meeting
December 20	12:00 PM	Swearing-In Ceremony
December 27	---	Regular Meeting Canceled due to Holiday closure
January 3, 2023	9:00 AM	Regular Meeting – Board Reorganization

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, December 6, 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 – Pastor Sylvia Gaston – Koinonia Church
PLEDGE OF ALLEGIANCE
MEMBERS PRESENT: JOE NEVES, RICHARD VALLE, DOUG VERBOON, CRAIG PEDERSEN
MEMBERS ABSENT: RICHARD FAGUNDES



II. UNSCHEDULED APPEARANCES

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

Jamie Bell, Kings County resident stated his concerns for the voting machine black box being connected to the internet when they were not supposed to be and when he requested to check the connection with a device he was advised, he could not do so.

Dominic Tyburski, Public Works Director introduced Natalie Brinson, Parks & Grounds Superintendent to the Board. Natalie Brinson stated that she is from Indiana and excited to live in California and the opportunity to work with the Board of Supervisors.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for November 29, 2022.

REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at the November 29, 2022 meeting.

B. Approval of the minutes from the regular meeting for November 29, 2022.

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

IV. CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider allocating 1.0 Full-Time Equivalent Program Specialist position in Budget Unit 422500.

B. Community Development Agency:

1. Consider adopting a Resolution authorizing updates to the Kings County First Time Homebuyer Program Guidelines as outlined in Exhibit A to the Resolution. **[RESO 22-077]**

C. Fire Department:

1. Consider allocating 1.0 Full-Time Equivalent Office Assistant I/II in Budget Unit 241000.

D. Information Technology Department:

1. a. Consider authorizing purchase of two fixed asset Dell Servers;
b. Adopt the budget change. **(4/5 vote required)**

E. Public Works Department:

1. a. Consider awarding the bid from Granite Construction for 3/8" and 1/4" chip seal as per the County Purchasing Division's Request for Quotations for County roads projects;
b. Authorize the Purchasing Manager to sign the purchase order.

F. Administration:

1. a. Consider approving the Agreement with the Hanford Cemetery District for American Rescue Plan Act relief funding; **[AGMT 22-208]**
b. Approve the Agreement with the Lemoore Cemetery District for American Rescue Plan Act relief funding. **[AGMT 22-209]**
2. Consider approving the Public Safety Realignment & Post Release Community Supervision 2022 Plan to meet the requirement of Assembly Bill 109.

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

V. REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis/Katie Arnst/Christi Lupkes

1. a. Consider approving the Agreement with Kings United Way for 211 services, retroactively effective from July 1, 2022 through June 30, 2024; **[AGMT 22-211]**
b. Approve the Agreement with Kings United Way for oversight of the Homeless Management Information System Services, retroactively effective from July 1, 2021 through June 30, 2024. **[AGMT 22-210]**

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



2. Consider approving the Agreement with California Mental Health Services Authority and Kings County for participation to the State Hospital Program, retroactively effective from July 1, 2022, through June 30, 2023. [AGMT 22-212]

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

B. Elections Department – Lupe Villa

1. Consider accepting the Certified Statement of Vote, as submitted by the Registrar of Voters for the November 8, 2022, General Election.

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

C. Department of Finance – James Erb

1. Consider adopting the Resolution delegating investment authority to the Kings County Director of Finance. [RESO 22-078]

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

2. Consider approving the 2023 Director of Finance’s Statement of Investment Policy.

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

VII.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Valle thanked everyone for their work on Operation Gobble events this year.

Supervisor Neves stated that he attended the Kings Waste & Recycling Authority meeting, attended the Maddy Institute event, attended the West Hills College men’s basketball game, attended the Kings Partnership for Prevention breakfast, thanked staff who worked on the State of the County brownbag luncheon, attended the Sweets for Seniors American Legion post 100 event and is in full Santa season with visits

- ◆ **Board Correspondence: Edward Hill stated that the Board received a letter dated November 29, 2022 from the Corcoran Irrigation District regarding the Water Commission and Groundwater Exportation Ordinance.**
- ◆ **Upcoming Events: Edward Hill stated that the 13th Annual Winter Open House will take place on Wednesday, December 7, 2022 from 4:00 p.m. - 6:00 p.m. at the Kings County Library - Avenal Branch (501 E. Kings Street) There will be Raffles, Refreshments, Face Painting, and a visit from Santa! The Lemoore Parks and Recreation Department will host a Breakfast with Santa event at the Lemoore Recreation Center at 721 Cinnamon Drive on December 10, 2022 from 8:00 a.m.- 11:00 a.m. The cost is \$10 entry fee which includes breakfast with Santa Claus. There will be a free craft station and photos with Santa Clause. Kings County Department of Child Support Services is having its annual Slipper Sock Drive for senior citizens in Kings County. Donations of any slipper socks with skid proof bottom, one size fits all can be dropped off at various locations including Child Support Services located at 317 W. 7th Street, Suite. 201 in Hanford. The deadline for donations is December 16, 2022. On Saturday, December 17, 2022 the Bethel Ballet Academy presents The Nutcracker at the Hanford Fox Theater. Doors open at 4:30 p.m. Curtain at 5:00pm \$25 tickets available at the box office now! The Rockin’ Rudolph Run will take place in Hanford at 400 N. Douty Street on December 18, 2022 at 8:00 a.m. Come experience the 2-mile run/walk, costume contest event. Proceeds support Hanford’s Police Activities League. The Kids Fun Run tickets are \$15 and the 2-mile run/walk tickets are \$35. The first New Year's Eve Masquerade Ball will take place on December 31, 2022 at 8:00 p.m. at the Civic Auditorium. The evening will include hors d’oeuvres, champagne toast at midnight, the magic of Elder, and live music by the Valley Cats. Tickets are \$100.**
- ◆ **Information on Future Agenda Items: Edward Hill stated that the following items would be on a future agenda: Administration – Board meeting schedule for 2023; claim for damages;**



Agreement with Koinonia Church for the BSCC Grant; Agreement for Federal Legislative Advocacy Services from Paragon; and Small Business Assistance Grant Program; Assessor - second reading of a Low Value Ordinance; Behavioral Health - Resolution for an Agreement with CA HEALTH FACILITY FINANCE AUTHORITY (CHFFA) for investment in mental health grant program for children and youth, first amendment to Agreement for depression reduction achieving wellness; and Agreement for Friday Nigh Live program with Tulare County Superintendent of Schools, Community Development Agency – updates to the Kings County first time homebuyer program guidelines; Fire - Acceptance of the 2022 Emergency Management performance grant, and Acceptance of the Fiscal year 2022 Homeland and Security grant program; Public Health - Agreement for COVID 19 Prevention Services; Public Works – Kings County Fire Department, Fire Station No. 4 – site assessment; Sherriff’s Office - Resolution and Grant Agreement with the California Department of Alcoholic Beverage Control and first Amendment to the Agreement with Praeses, LLC.

Supervisor Valle stated that the City of Avenal is hosting the City/County Coordinating Council meeting on December 7, 2022 at Avenal Theater & Event Center, 233 East Kings Street in Avenal at 6:00 p.m.

VIII. CLOSED SESSION

- ◆ Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(5)]

IX. ADJOURNMENT

The next regularly scheduled meeting will be held Tuesday, December 13, 2022 at 9:00 AM.

X. 10:00 AM BOARD OF EQUALIZATION

FUTURE MEETINGS AND EVENTS

December 13	9:00 AM	Regular Meeting
December 20	9:00 AM	Regular Meeting
December 27	---	Regular Meeting Canceled due to Holiday closure
January 3, 2023	9:00 AM	Regular Meeting – Board Reorganization

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 13, 2022

SUBMITTED BY: Behavioral Health- Lisa Lewis/Katie Arnst

SUBJECT: RESOLUTION FOR THE AGREEMENT WITH CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY FOR INVESTMENT IN MENTAL HEALTH WELLNESS GRANT PROGRAM FOR CHILDREN AND YOUTH

SUMMARY:

Overview:

Kings County Behavioral Health is seeking approval of the Resolution for the Grant Agreement Number CY Kings-01 with California Health Facilities Financing Authority for the investment in mental health wellness grant program with children and youth.

Recommendation:

Adopt a Resolution authorizing the Director of Behavioral Health to sign the grant agreement with the California Health Facilities Finance Authority for the investment in mental health wellness grant program for children and youth.

Fiscal Impact:

The \$227,365 agreement that this resolution authorizes was previously approved by the Board at the September 20, 2022 meeting.

BACKGROUND:

On September 20, 2022, the Board approved the Agreement between Kings County Behavioral Health (KCBH) and the California Health Facilities Authority (CHFFA) for the Investment in Mental Health Wellness Grant Program for Children and Youth grant and authorized the budget change. At the time that the agreement was presented, the Department did not request a formal resolution authorizing the Director of Behavioral Health to sign the agreement. Therefore, KCBH is correcting this by bringing this resolution before the Board for approval now. The approval of the resolution will ensure formalized approval of acceptance of the agreement according to grant requirements. This resolution has been approved as to form by County Counsel.

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.

**CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY
INVESTMENT IN MENTAL HEALTH WELLNESS GRANT PROGRAM
FOR CHILDREN AND YOUTH
GRANT AGREEMENT NUMBER CY KING-01**

COUNTY OF KINGS

460 KINGS COUNTY DRIVE, SUITE 101, HANFORD, CA 93230

THIS AGREEMENT (the “Agreement”) is made this 20th day of September 2022, between County of Kings (“Grantee”) and the California Health Facilities Financing Authority (“CHFFA” or the “Authority”).

RECITALS:

- A. Grantee has applied to CHFFA for a grant from the Investment in Mental Health Wellness Grant Program for Children and Youth to fund the hereinafter defined Project.
- B. CHFFA has determined that Grantee’s Application meets eligibility requirements of the hereinafter defined Regulations. The grant award letter is attached to this Agreement as Exhibit A.
- C. Subject to the availability of grant monies, CHFFA proposes to grant \$227,365.00 (the “Grant”) to Grantee and provide at least some of the Grant funds directly to the Designated Grantee, if any, in lieu of the Grantee in consideration of, and on condition that the Grant be used for the purposes of the Project as described in Exhibit B attached hereto and on the terms and conditions contained herein.
- D. The purpose of this Agreement is to set forth the terms and conditions upon which CHFFA will provide the Grant for the Project.

NOW, THEREFORE, CHFFA and Grantee agree as follows:

ARTICLE I – DEFINITIONS

Section 1.1 – ACTUAL EXPENDITURES REPORT FORM means Actual Expenditures Report Form No. CHFFA 7 CY-03 (09/2018).

Section 1.2 – DESIGNATED GRANTEE means the nonprofit corporation or public agency designated by the Grantee to receive Grant funds for real property acquisition and construction or renovation on such real property.

Section 1.3 – GRANT DOCUMENTS means this Agreement, Grant Agreement between CHFFA and Designated Grantee, if any, and the Grantee’s Application, including all exhibits to such documents.

Section 1.4 – GRANT PERIOD

(a) For Capital Costs as referenced in the Resolution of the Authority in its C, Section 1, Grant Period means the period beginning on February 24, 2022 and ending on May 31, 2023, as such period may be extended upon the prior written approval of CHFFA, which shall become incorporated into this Agreement. This Agreement has retroactive application from February 24, 2022.

(b) For Personnel Costs as referenced in the Resolution of the Authority in its Exhibit A, Section 2, Grant Period means the period beginning on February 24, 2022, for up to five years. Annual grant amounts subsequent to the initial amount granted are subject to availability of annual budget appropriations by the Legislature. The Executive Director, or the Deputy Executive Director, are hereby authorized and directed, for and on behalf of the Authority, to continue to disburse those funds as may be available under the State Budget Act for each fiscal year.

Section 1.5 – LEAD GRANTEE means the county or joint powers authority with a county as a member designated on the Application to have the primary responsibility for the fiscal management of Grant funds, records retention, reporting and all of the other aspect of compliance with this Chapter and the Grant Agreement.

Section 1.6 – PROJECT means the project to be funded with the Grant as more particularly described in Grantee's Application and other Grant Documents, although the scope of the Project may be clarified in a report prepared by Authority Staff. The Authority may broaden the definition of the Project at its discretion to ensure the Project can provide the intended services, so long as the broadening of the definition of the Project does not result in additional Grant funds to complete the project or in the misuse of Grant funds. Any written approval of CHFFA to expand the Project shall become incorporated into this Agreement.

Section 1.7 – REGULATIONS means the Investment in Mental Health Wellness Grant Program for Children and Youth regulations at Sections 7313 through 7329 of Title 4, Division 10 of the California Code of Regulations, as may be amended from time to time.

Section 1.8 – RESOLUTION means Resolution number CY 2022-01 adopted by CHFFA on February 24, 2022 approving a grant for \$227,365 to the Grantee to complete the eligible project as described in the Investment in Mental Health Wellness Grant Program for Children and Youth application and in Exhibit A to the Resolution and attached hereto as Exhibit C. Any amendment to the Resolution shall become incorporated into this Agreement.

Section 1.9– REQUEST FOR DISBURSEMENT FORM means Request for Disbursement Form No. CHFFA 7 CY-02 (09/2018).

Section 1.10– STATUTE means the Investment in Mental Health Wellness Act of 2013 (Welfare and Institutions Code Sections 5848.5 and 5848.6) as supplemented by Chapter 30, Statutes of 2016 (SB 833), Section 20, the Investment in Mental Health Wellness Grant Program for Children and Youth and implementing regulations (California Code of Regulations, Title 4, Division 10, Chapter 7 (commencing with Section 7313)).

Section 1.11– Any capitalized terms used but not otherwise defined in this Agreement shall have the meaning set forth in the Regulations.

ARTICLE II – REPRESENTATIONS AND WARRANTIES

Grantee makes the following representations and warranties to CHFFA as of the date of execution of this Agreement and throughout the Grant Period:

Section 2.1 – LEGAL STATUS. Grantee is an “eligible applicant” as described in the eligibility requirements of Section 7314 of the Regulations and has full legal right, power and authority to enter into this Agreement and the other Grant Documents to which it is a party and to carry out and consummate all transactions contemplated hereby and by the other Grant Documents.

Section 2.2 – VALID AND BINDING OBLIGATION. This Agreement has been duly authorized, executed and delivered by Grantee, and is a valid and binding agreement of Grantee.

Section 2.3 – PROJECT AND ELIGIBLE COSTS. The Project and the eligible costs relating to the Project meet the requirements of the Regulations.

Section 2.4 – PROPERTY OWNERSHIP. Grantee or Designated Grantee, as applicable, will have obtained good and marketable fee title to the real property upon acquisition or prior to construction or renovation as applicable. If the Project includes construction or renovation located on real property to be leased by Grantee or otherwise not owned in fee title by Grantee, the requirements of Section 7326 of the Regulations will be satisfied prior to the initial disbursement of Grant funds for construction or renovation.

Section 2.5 – GRANT DOCUMENTS. Grantee has access to professional advice to the extent necessary to enable Grantee to comply with the terms of the Grant Documents.

ARTICLE III - CONDITIONS PRECEDENT TO EACH DISBURSEMENT

CHFFA’s obligation to make each disbursement of Grant funds during the Grant Period under this Agreement is subject to all of the following conditions:

Section 3.1 – DOCUMENTATION. This Agreement shall be fully executed and delivered by Grantee and CHFFA in form and substance satisfactory to CHFFA.

A Grant Agreement shall be fully executed and delivered by Designated Grantee, if any, and CHFFA in form and substance satisfactory to CHFFA.

Section 3.2 – REPRESENTATIONS AND WARRANTIES. The representations and warranties contained in Article II of this Agreement are true and correct as of the date of such disbursement and as certified by Grantee in the applicable Request for Disbursement Form.

Section 3.3 – DISBURSEMENT REQUEST. Grantee shall have delivered to CHFFA a completed Request for Disbursement Form and any other information required by Sections 7325, 7325.1 and 7328 of the Regulations, satisfactory to the Authority.

Section 3.4 – READINESS, FEASIBILITY, AND SUSTAINABILITY. Grantee has submitted to the Authority sufficient documentation to enable Authority staff to conclude the Project is ready, feasible, and sustainable as more particularly described in Section 7325 (a)(2) and (a)(3) of the Regulations. The Authority Staff shall determine Project readiness, feasibility, and sustainability at the time of Initial Allocation or within Nine (9) months following Final Allocation. Limited extensions beyond Nine (9) months may be granted as set forth in Regulations Section 7325(a)(3)(C). Upon request, Grantee shall provide updated information necessary for the Authority to determine Project readiness, feasibility, and sustainability. Failure to demonstrate readiness, feasibility, and sustainability within the timeframes dictated by the Authority may cancel the Grant. In the event Grantee fails to complete the Project by the end of the Grant Period (inclusive of any extensions permitted by the Authority), the Authority may require remedies, including forfeiture and return of the Grant to CHFFA in accordance with the Regulations as set forth in Article VI below.

ARTICLE IV – GRANT DISBURSEMENT PROCEDURES

Section 4.1 – DISBURSEMENT PROCESS

(a) **Initial Disbursements:** Initial disbursement of Grant funds shall be released upon the Authority’s receipt of a completed Request for Disbursement Form and other information required by Section 7325(a)(2) and 7325.1 of the Regulations, satisfactory to the Authority.

(b) **Subsequent Disbursements:** Subsequent disbursements of Grant funds shall be released upon receipt of a completed Request for Disbursement Form, a status report pursuant to Section 7328(a) of the Regulations, an Actual Expenditures Report Form, and any other information required by Sections 7325, 7325.1 and 7328 of the Regulations, satisfactory to the Authority.

(c) **Reports and Reconciliations:** CHFFA shall notify Grantee in writing within ten (10) business days of any deficiencies or discrepancies in the information, forms and reports submitted by Grantee, including any reconciliations the Authority deems necessary as may occur due to projected expenditures exceeding actual expenditures for any of the reporting periods. The Authority will not disburse any funds until Grantee addresses to the Authority’s satisfaction, any deficiencies or discrepancies in the information, forms and reports submitted by Grantee. CHFFA may deduct the difference between actual expenditures and the disbursed amount from the next disbursement or the Grantee shall submit a refund for the difference.

Section 4.2 – AMOUNT OF DISBURSEMENT. The total amount of the Grant shall not exceed the amount authorized under this Agreement and may only be spent for eligible costs. Grant funds are subject to the availability of funds and may be rescinded or reduced. Grantee shall establish an account to deposit the Grant funds and shall maintain this account for purposes of payments of Project expenditures. A segregated sub-account may be used by Grantee provided the statement allows for the accounting of the receipt and expenditure of Grant funds, and the interest earned from these funds, separately from other funds in the account. Upon request, Grantee shall submit copies of all statements for such account or sub-account to CHFFA. At the end of the Grant Period (inclusive of any extensions permitted by CHFFA), any unused Grant funds, interest and investment earnings on such Grant funds revert to and shall be paid to the Authority

Section 4.3 – REAL PROPERTY ACQUISITION BY DESIGNATED NONPROFIT CORPORATION OR PUBLIC AGENCY (DESIGNATED GRANTEE, IF ANY)

(a) Grantee affirmatively supports Grantee’s designation of and collaboration with a designated nonprofit corporation or public agency in lieu of Grantee directly receiving Grant funds to acquire real property. Grantee may request the Authority to release Grant funds to the Designated Grantee, or to the Grantee for disbursement to the Designated Grantee. The Authority will not release Grant funds until and unless the following are met:

- (1) An appraisal completed within the previous six months by a state certified appraiser.
- (2) Evidence of (or execution plan to obtain) legally required zoning for the Program(s).
- (3) Designated Grantee shall provide the Program(s) services.
- (4) Designated Grantee shall execute a Grant Agreement and agree to comply with the Authority’s requirements set forth below and in the Grant Agreement executed by Designated Grantee.

(i) Designated Grantee shall execute a Grant Agreement with the provisions required in Section 7324 of the Regulations. The Grant Agreement shall also provide that in the event Designated Grantee fails to provide any of the services under the Program(s), title to the real property shall be given to Grantee. In addition, the Grant Agreement shall also provide that in the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property.

(ii) Designated Grantee shall provide, upon request, Audited Financial Statements and shall retain all Project and financial records necessary to substantiate the purposes for which the Grant funds were spent for a period of three (3) years after the certification of Project completion has been submitted.

(iii) Designated Grantee shall provide, upon request, a current title report that shows all of the following:

- (A) No easements, exceptions or restrictions on the use of the site that shall interfere with or impair the operation of the Project.
- (B) A fee title subject to the lease agreement described below.
- (C) A deed of trust recorded in the chain of title against the real property that contains the lease agreement described below.

(iv) Designated Grantee shall enter into a lease agreement with Grantee for use of the real property for Crisis Residential Treatment, Crisis Stabilization, or Family Respite Care for the useful life of the Project, including any renewals. The lease agreement shall provide that in the event Designated Grantee fails to provide Crisis Residential Treatment, Crisis Stabilization, or Family Respite Care as provided in the Grant Agreement, title to the real property shall be given to Grantee. In addition, the lease agreement shall also provide that in the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property.

(b) Grant funds shall be returned to the Authority if Grantee and/or Designated Grantee fails to comply with the Authority's requirements.

(c) In the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property. Grantee will assist in facilitating the transfer of title to the real property, and provide any documents and information requested by the Authority for this purpose.

(d) Grantee acknowledges that as Lead Grantee, Grantee is responsible for the completion of the Project and that Grantee shall ensure that the Designated Grantee complies with the requirements of the Grant (including Regulations and Statute). Failure by Grantee and/or Designated Grantee to comply with the requirements of the Grant (including Regulations and Statute) shall constitute an Event of Default under this Agreement.

Section 4.4 – REAL PROPERTY CONSTRUCTION OR RENOVATION BY DESIGNATED NONPROFIT CORPORATION OR PUBLIC AGENCY (DESIGNATED GRANTEE, IF ANY).

(a) Grantee affirmatively supports Grantee's designation of and collaboration with a designated nonprofit corporation or public agency in lieu of Grantee directly receiving Grant funds for construction or renovation of real property acquired with Grant funds under Section 4.3. Grantee may request the Authority to release Grant funds to the Designated Grantee, or to the Grantee for disbursement to the Designated Grantee. The Authority will not release Grant funds until and unless the following are met:

(1) Grantee or Designated Grantee shall provide:

(i) Detail of building plans, costs, and timelines.

(ii) Executed construction contract.

(iii) Architect, design and engineering contracts, if applicable.

(iv) Building permits and conditional use permits, if applicable.

(v) Evidence of compliance with the California Environmental Quality Act.

(vi) Evidence of compliance with prevailing wage law under Labor Code Section 1720 et seq.

(vii) Evidence of property ownership, such as grant deed, title report, or lease agreement and title report.

(2) Requirements under Section 4.3(a).

(b) Grant funds shall be returned to the Authority if Grantee and/or Designated Grantee fails to comply with the Authority's requirements.

(c) In the event Grantee does not act timely, as determined by the Authority, to take and hold title to the real property, the Authority may take any action necessary to take and hold title to the real property. Grantee will assist in facilitating the transfer of title to the real property, and provide any documents and information requested by the Authority for this purpose.

(d) Grantee acknowledges that as Lead Grantee, Grantee is responsible for the completion of the Project and that Grantee shall ensure that the Designated Grantee complies with the requirements of the Grant (including Regulations and Statute). Failure by Grantee and/or Designated Grantee to comply with the requirements of the Grant (including Regulations and Statute) shall constitute an Event of Default under this Agreement.

ARTICLE V – AFFIRMATIVE AND NEGATIVE COVENANTS

Section 5.1 – CERTIFICATE OF COMPLETION. Within sixty (60) days following completion of the Project, Grantee shall certify to CHFFA that the Project is complete by submitting a Certificate of Completion and Final Report Form No. CHFFA 7 CY-04 (09/2018), and any other information required by Section 7328 of the Regulations, to the satisfaction of CHFFA.

Section 5.2 – COMPLIANCE WITH STATUTE AND REGULATIONS. Grantee shall comply with the requirements of the Investment in Mental Health Wellness Grant Program for Children and Youth, Welfare and Institutions Code Section 5848.5, the Regulations, and all other applicable laws of the State of California. Grantee agrees that continued compliance with these requirements is Grantee's responsibility.

Section 5.3 – AUDIT AND RECORDKEEPING PROVISIONS. Grantee shall maintain satisfactory financial accounts, documents and other records for the Project and shall retain all documentation necessary to substantiate the purposes for which the Grant funds were spent for a period of three (3) years after the certification of Project completion has been submitted. Grantee agrees that the California State Auditor and Authority staff may conduct periodic audits and inspections to ensure that Grantee is using the Grant consistent with Program requirements and the terms of this Agreement.

Section 5.4 – NOTICE TO CHFFA. Grantee shall promptly give notice in writing to CHFFA of any pending or threatened action related to the Project in which the amount claimed is in excess of twenty-five thousand dollars (\$25,000). Grantee shall promptly give notice in writing to CHFFA of any uninsured or partially uninsured loss related to the Project through fire, theft, liability, or otherwise in excess of an aggregate of twenty-five thousand dollars (\$25,000).

Section. 5.5 – RELEASE. Grantee shall waive all claims and recourse against CHFFA 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, Grantee's use of the Grant funds, Grantee's operations, or the Project. The provisions of this Section 5.5 shall survive termination of this Agreement.

Section 5.6 – INDEMNIFICATION. Grantee shall defend, indemnify and hold harmless CHFFA and the State, and all officers, trustees, agents and employees of the same, from and against any and all claims, losses, costs, damages, or liabilities of any kind or nature, whether direct or indirect, arising from or relating to the Grant, the Project or the Program. The provisions of this Section 5.6 shall survive termination of this Agreement.

Section 5.7 – NON-DISCRIMINATION CLAUSE. Grantee shall comply with state and federal laws prohibiting discrimination, including those prohibiting discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Section 5.8 – PREVAILING WAGE. Grantee shall comply with California's prevailing wage law under Labor Code Section 1720 et seq. for public works projects.

Section 5.9 – PROJECT COMPLETION. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.

Section 5.10 – PAYMENT OF RENT. If any portion of the Project (except for equipment acquisition projects) is located on any real property leased by Grantee, Grantee shall budget for payment of rent each year (unless Grantee pays a nominal yearly rent or has paid full rent under the lease agreement).

Section 5.11 – USE OF FUNDS. Grantee will not, without prior consent of CHFFA, do any of the following: (1) use any Grant funds for purposes other than for the Project unless a change in the use of the Grant is approved in writing by CHFFA; (2) make any changes to the Project as described in the Application or any of the Grant Documents; or (3) dispose of a capital asset before the end of the useful life of the asset.

ARTICLE VI – DEFAULT AND REMEDIES

Section 6.1 – EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

(1) Any representation or warranty made by Grantee, hereunder or under any other Grant Document, that proves to be incorrect in any material respect;

(2) Grantee's failure to perform any term or condition of this Agreement, the Regulations, or any other Grant Document;

(3) Any construction or renovation portion of the Project is located on real property leased by Grantee and the lease agreement terminates before the end of the useful life of the Project and the real property is not simultaneously re-leased under a new lease agreement that complies with the Regulations, or fee title to the property is not simultaneously transferred to Grantee; or

(4) As provided under Section 4.3 or 4.4.

Section 6.2 – NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. CHFFA shall provide written notice to Grantee of any Event of Default by specifying: (1) the nature of the event or deficiency that gave rise to the Event of Default; (2) the action required to cure the Event of Default, if an action to cure is possible; and (3) a date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible, provided, however, so long as Grantee has commenced to cure within such time, then CHFFA may allow the Grantee a reasonable period thereafter within which to fully cure the Event of Default.

Section 6.3 – REMEDIES. If an Event of Default has occurred and is continuing, CHFFA shall have the right to pursue remedies in accordance with Section 7327 of the Regulations and to take any other actions in law or in equity to enforce performance and observance of any obligation, agreement or covenant of Grantee under this Agreement. CHFFA shall also have the right to take and hold title to the real property as provided in Section 4.3 or 4.4.

ARTICLE VII – MISCELLANEOUS

Section 7.1 – ENTIRE AGREEMENT. This Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire agreement of the parties and may be amended, changed or modified in a writing signed by Grantee and CHFFA.

Section 7.2 – NOTICES. Unless otherwise agreed upon in writing by CHFFA and Grantee, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first-class mail, postage prepaid and addressed as follows:

(i) If to Grantee:

Kings County Behavioral Health

460 Kings County Drive, Suite 101

Hanford, CA 93230

Attention: Lisa D. Lewis, PhD., Director of Behavioral Health

(ii) If to the Authority:
California Health Facilities
Financing Authority
915 Capitol Mall, Suite 435
Sacramento, California 95814
Attention: Executive Director

Section 7.3 – COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one (1) instrument.

Section 7.4 – GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement shall be enforceable in the State of California and any action arising hereunder shall (unless waived in writing by the Authority) be filed and maintained in the County of Sacramento.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first hereinabove written. Grantee certifies that the Authorized Officer below is authorized to execute and deliver this Agreement, and the Authorized Officer or his or her designee is authorized to carry out and consummate all transactions contemplated hereby.

GRANTEE:

COUNTY OF KINGS

By: _____ [Authorized Officer]

Print Name/Title: Lisa D. Lewis, PhD., Director of Behavioral Health

Date: _____

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY:

By: _____
Executive Director

Date: _____

Exhibit A to Agreement



CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

915 Capitol Mall, Suite 435
Sacramento, CA 95814
p (916) 653-2799
f (916) 654-5362
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MEMBERS

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ROBERT CHERRY, M.D.

VACANT

KATRINA KALVODA

KERI KROPKE, M.A., M.A., CCC-SLP

EXECUTIVE DIRECTOR
Frank Moore

March 11, 2022

Lisa Lewis
Behavioral Health Director
County of Kings
Behavioral Health Department
460 Kings County Drive, Suite 101
Hanford, CA 93230

RE: Investment in Mental Health Wellness Grant Program for Children and Youth
Final Allocation – Third Funding Round
County of Kings
Total Approved Grant Award: \$227,365.00

Dear Ms. Lewis:

I am pleased to inform you that the California Health Facilities Financing Authority (Authority) approved a final allocation to the County of Kings (County) under the Investment in Mental Health Wellness Grant Program for Children and Youth Grant Program (Program) at its February 24, 2022 meeting. The final allocation is set forth in the attachment to this letter.

Please be advised that funding of this grant is conditioned upon the County meeting certain requirements as specified in the Program regulations, including signing a grant agreement and providing requested documentation acceptable to the Authority prior to disbursement of funds. The Authority reserves the right to modify or cancel the commitment of grant funds upon failure to execute a grant agreement or other failure to comply with the Program regulations. The Authority may also modify or cancel the grant award if the Authority becomes aware of any matter which, if known at the time of application review and approval, would have resulted in the rejection of the application or the grant not being approved. The grant is also subject to availability of funds. The Authority is not liable in any manner whatsoever should such funding not be provided for any reason.

The grant period begins on February 24, 2022 and ends on May 31, 2023, unless the grant period is extended by the Authority. The County must be determined “ready, feasible, and

sustainable” as per the Program regulations (California Code of Regulations, Title 4, Section 7319 (a)(4)) within 9 months after February 24, 2022, which is November 24, 2022. A Request for Disbursement form with accompanying documents as per California Code of Regulations, Title 4, Sections 7325 and 7325.1, as applicable, must be received by the Authority no later than January 31, 2023, or you must submit a reasonable justification for an extension to be considered by the Authority board. Eligible costs are described in the Program regulations (California Code of Regulations, Title 4, Section 7315) and are limited to the project as further detailed in the grant agreement and attachment to this letter.

Kylie Stasko will serve as the grant officer to assist you throughout the grant period. The grant officer will be contacting you to discuss the next steps in the grant disbursement process, including the Authority’s request for a resolution from your governing board authorizing the acceptance of the grant and all responsibilities flowing therefrom. If there are material changes to the project, please contact your grant officer immediately. Also, please feel free to contact your grant officer directly with questions or concerns by telephone at (916) 653-2771 or e-mail at Kylie.Stasko@treasurer.ca.gov.

In closing, on behalf of the Authority, I want to congratulate you and wish you success with this project. We look forward to working with you to improve and expand mental health crisis services in California.

Sincerely,



Frank Moore
Executive Director

Attachment

ATTACHMENT
PROJECT DESCRIPTION

The proceeds of the grant will be used by the County of Kings (County) as follows:

Mobile Crisis Support Team

The County will add at least one new mobile crisis support teams by purchasing one new vehicle and hiring two full-time equivalent staff that may include one full-time lead youth crisis clinician and one full-time peer support specialists. The County may use the grant funds, in accordance with Section 7315 of the Children and Youth Program regulations, to finance eligible costs in support of the County's mobile crisis support team program for children and youth.

Summary of Amounts:

Program	Approved Grant Amount
Mobile Crisis Support Team – Capital Funding	\$ 66,310.00
Mobile Crisis Support Team – Personnel Funding	\$ 161,055.00
Total:	\$ 227,365.00

Exhibit B to Agreement

PROJECT DESCRIPTION

The proceeds of the grant will be used by the County of Kings (County) as follows:

Mobile Crisis Support Team

The County will add at least one new mobile crisis support team by purchasing one new vehicle and hiring two full-time equivalent staff that may include one full-time lead youth crisis clinician and one full-time peer support specialist. The County may use the grant funds, in accordance with Section 7315 of the Children and Youth Program regulations, to finance eligible costs in support of the County’s mobile crisis support team program for children and youth.

Summary of Amounts:

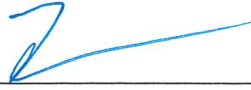
Program	Approved Grant Amount
Mobile Crisis Support Team – Capital Funding	\$ 66,310.00
Mobile Crisis Support Team – Personnel Funding	\$ 161,055.00
Total	\$ 227,365.00

Exhibit C to Agreement

I hereby certify that the attached is a true and exact copy of Resolution No. CY 2022-01 adopted by the California Health Facilities Financing Authority on February 24, 2022 for County of Kings (Investment in Mental Health Wellness Grant Program for Children and Youth-3rd FR).

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

BY



Frank Moore
Executive Director

Date: February 24, 2022

RESOLUTION NO. CY 2022-01

**A RESOLUTION OF THE CALIFORNIA HEALTH
FACILITIES FINANCING AUTHORITY APPROVING
EXECUTION AND DELIVERY OF GRANT FUNDING UNDER
THE INVESTMENT IN MENTAL HEALTH WELLNESS
GRANT PROGRAM FOR CHILDREN AND YOUTH
TO THE COUNTY OF KINGS**

WHEREAS, The California Health Facilities Financing Authority (the “Authority”), a public instrumentality of the State of California, is authorized by the Investment in Mental Health Wellness Act of 2013 (Welfare and Institutions Code Section 5848.5) as supplemented by Chapter 30, Statutes of 2016 (SB 833), Section 20, the Investment in Mental Health Wellness Grant Program for Children and Youth (“Children and Youth Program”) and implementing regulations (California Code of Regulations, Title 4, Division 10, Chapter 7 (commencing with Section 7313)) to award grants for capital funding and personnel funding to finance eligible projects; and

WHEREAS, Authority staff reviewed the application submitted by County of Kings (“Grantee”) against the eligibility requirements of the Children and Youth Program and implementing regulations, and pursuant to the Children and Youth Program and implementing regulations, recommends approval of a grant for the eligible project (the “Project”), which consists of mobile crisis support team capital costs and mobile crisis support team personnel costs, as described in the Grantee’s application and as more particularly described in Exhibit A to this Resolution (Exhibit A is hereby incorporated by reference); and

WHEREAS, the Legislature has and may continue to appropriate funds for mobile crisis support team personnel costs in future fiscal years;

NOW, THEREFORE, BE IT RESOLVED by the California Health Facilities Financing Authority as follows:

Section 1. The Authority hereby approves a grant for capital costs in a total amount not to exceed \$66,310.00 to the Grantee to complete the Project within a grant period that ends on May 31, 2023. Within this grant period, Grantee shall provide evidence acceptable to Authority staff demonstrating the Project shall be open and operational on or before November 30, 2022. Funds shall not be disbursed if Grantee is unable to provide evidence acceptable to Authority staff that the Project is on track to be open and operational on or before November 30, 2022. Grantee must submit all capital cost disbursement requests, including required supporting documentation, to the Authority no later than January 31, 2023.

Section 2. The Authority hereby approves a grant for mobile crisis support team personnel costs in the annual amount not to exceed \$161,055.00 for the Project for up to five years. Annual grant amounts subsequent to the initial amount granted are subject to availability of annual budget appropriations by the Legislature. The Executive Director, or the Deputy Executive Director, are hereby authorized and directed, for and on behalf of the Authority, to continue to disburse those funds as may be available under the State Budget Act for each fiscal year.

Exhibit C to Agreement

Section 3. The Executive Director, or the Deputy Executive Director, are hereby authorized and directed, for and on behalf of the Authority, to approve any minor, non-material changes in the Project described in the application submitted to the Authority. Nothing in this Resolution shall be construed to require the Authority to provide additional funding, even if more grants are approved, exceeding available funding. Any notice to the Grantee shall indicate that the Authority shall not be liable to the Grantee in any manner whatsoever should such funding not be available for any reason whatsoever.

Section 4. The Executive Director, or the Deputy Executive Director, are hereby authorized and directed, for and on behalf of the Authority, to disburse funds not to exceed those amounts approved by the Authority for the Grantee. The Executive Director, or the Deputy Executive Director, are further authorized and directed, for and on behalf of the Authority, to execute and deliver to the Grantee any and all documents necessary to complete the disbursement of funds that are consistent with the Children and Youth Program and implementing regulations.

Section 5. The Executive Director, or Deputy Executive Director, are hereby authorized and directed, for and on behalf of the Authority, to do any and all things and to execute and deliver any and all documents which the Executive Director, or the Deputy Executive Director, deems necessary or advisable in order to effectuate the purposes of this Resolution and the transactions contemplated hereby.

Section 6. All funds from this grant must be used in support of the County's mobile crisis support team program for children and youth.

Section 7. This resolution expires on May 31, 2023

Date Approved: February 24, 2022

EXHIBIT A

PROJECT DESCRIPTION

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Mobile Crisis Support Team

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March 11, 2022

Lisa Lewis
Behavioral Health Director
County of Kings
Behavioral Health Department
460 Kings County Drive, Suite 101
Hanford, CA 93230

RE: Investment in Mental Health Wellness Grant Program for Children and Youth
Final Allocation – Third Funding Round
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Total Approved Grant Award: \$227,365.00

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Please be advised that funding of this grant is conditioned upon the County meeting certain requirements as specified in the Program regulations, including signing a grant agreement and providing requested documentation acceptable to the Authority prior to disbursement of funds. The Authority reserves the right to modify or cancel the commitment of grant funds upon failure to execute a grant agreement or other failure to comply with the Program regulations. The Authority may also modify or cancel the grant award if the Authority becomes aware of any matter which, if known at the time of application review and approval, would have resulted in the rejection of the application or the grant not being approved. The grant is also subject to availability of funds. The Authority is not liable in any manner whatsoever should such funding not be provided for any reason.

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KATRINA KALVODA

KERI KROPKE, M.A., M.A., CCC-SLP

EXECUTIVE DIRECTOR
Frank Moore

sustainable” as per the Program regulations (California Code of Regulations, Title 4, Section 7319 (a)(4)) within 9 months after February 24, 2022, which is November 24, 2022. A Request for Disbursement form with accompanying documents as per California Code of Regulations, Title 4, Sections 7325 and 7325.1, as applicable, must be received by the Authority no later than January 31, 2023, or you must submit a reasonable justification for an extension to be considered by the Authority board. Eligible costs are described in the Program regulations (California Code of Regulations, Title 4, Section 7315) and are limited to the project as further detailed in the grant agreement and attachment to this letter.

Kylie Stasko will serve as the grant officer to assist you throughout the grant period. The grant officer will be contacting you to discuss the next steps in the grant disbursement process, including the Authority’s request for a resolution from your governing board authorizing the acceptance of the grant and all responsibilities flowing therefrom. If there are material changes to the project, please contact your grant officer immediately. Also, please feel free to contact your grant officer directly with questions or concerns by telephone at (916) 653-2771 or e-mail at Kylie.Stasko@treasurer.ca.gov.

In closing, on behalf of the Authority, I want to congratulate you and wish you success with this project. We look forward to working with you to improve and expand mental health crisis services in California.

Sincerely,



Frank Moore
Executive Director

Attachment

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

IN THE MATTER OF APPROVING AND
AUTHORIZING THE DIRECTOR OF THE
KINGS COUNTY BEHAVIORAL HEALTH
DEPARTMENT TO SIGN AGREEMENT WITH
THE CALIFORNIA HEALTH FACILITIES
FINANCING AUTHORITY

Resolution No. _____

WHEREAS, California Health Facilities Financing Authority (“CHFFA”) seeks to enter into an agreement with the County of Kings (“County”), through its Department of Behavioral Health (“Behavioral Health”), to grant the County funds from the Investment in Mental Health Wellness Grant Program for Children and Youth from February 24, 2022, through May 31, 2023 (“Grant Agreement”), and;

WHEREAS, the Kings County Board of Supervisors approved of the acceptance of the funds from CHFFA, approved the Grant Agreement, and authorized the Director of Behavioral Health to execute said agreement at a regular board meeting held on or about September 20, 2022; and

WHEREAS, CHFFA requires a resolution of the Kings County Board of Supervisors approving the Grant Agreement and the acceptance of the grant funds.

NOW, THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. That the Kings County Board of Supervisors approves of the Grant Agreement between the County of Kings and CHFFA and accepts the grant funds.
2. That the Kings County Board of Supervisors authorizes the Director of Kings County Behavioral Health to sign the Grant Agreement between the County of Kings and CHFFA.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Joe Neves, Chairman of the Board of Supervisors
County of Kings, State of California

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

Clerk of the Kings County Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 13, 2022

SUBMITTED BY: Fire Department –William Lynch/Abraham Valencia

SUBJECT: ACCEPTANCE OF THE 2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT

SUMMARY:

Overview:

The purpose of the Emergency Management Performance Grant (EMPG) is to support comprehensive emergency management efforts at the local level and to encourage the improvement of mitigation, preparedness, response, and recovery capabilities for all hazards the County might face. Funds provided under the EMPG must be used to support activities that improve the Operational Area’s ability to prevent, prepare for, mitigate, respond to, and recover from emergencies and disasters, whether natural or man-made.

Recommendation:

- a. Approve the Fire Department to accept the 2022 Emergency Management Performance Grant;
- b. Adopt a Resolution designating the Fire Chief, or the County Administrative Officer, or the Assistant County Administrative Officer to execute all grant documents.

Fiscal Impact:

The total allocation for Fiscal Year 2022-2023 is \$164,281 and is already included in the County’s Adopted Budget. This grant requires a dollar-for-dollar match, which \$155,605 will come from General Funds and \$8,676 has been allocated from Fire Department funds for the fiscal year. The grant allocation and match will result in the combined program total of \$328,562 for Fiscal Year 2022-2023. The EMPG is a reimbursement grant, and all expenditures are to be administered by the Kings County Office of Emergency Services, and Office of Emergency Services (Cal-OES) for review and approval, and the Kings County Office of Emergency Services will process reimbursement funds.

(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

ACCEPTANCE OF THE 2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT

December 13, 2022

Page 2 of 2

BACKGROUND:

Kings County receives EMPG funding each year from Cal-OES, the pass-through State entity awarded by the Department of Homeland Security, for performing tasks to improve disaster preparedness, mitigation, response, and recovery efforts within the Kings County Operational Area. Activities include working with community partners for planning efforts, participating in and hosting trainings and exercises to assure responders' skills are kept up-to-date, and revising the County's mitigation and response plans when needed.

In Fiscal Year 2021-2022, the EMPG program funded salaries for two positions in the Kings County Office of Emergency Services. Additional program expenses included operating costs, such as educational and outreach materials, communication services, and other related expenses associated with operating and sustaining the office and grant procured equipment as well as the Operational Area (OA) Emergency Operations Center (EOC).

Planned activities for Fiscal Year 2022-2023 include the salaries and operating expenses for three personnel working in the program. Additional proposed training activities include additional trainings related to disaster cost recovery, public information, alerting and warning, and general EOC training in line with the Cal-OES position-credentialing program. The grant will be used to continue to support the operational costs for the County EOC and associated equipment and services.

The Fiscal Year 2022-2023 EMPG performance period is July 1, 2022, through June 30, 2024, which has changed from a 12 month to a 24-month performance period to allow more project time to execute projects.

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

Governing Body Resolution

BE IT RESOLVED BY THE _____
(Governing Body)
OF THE _____ THAT
(Name of Applicant)
_____, OR
(Name or Title of Authorized Agent)
_____, OR
(Name or Title of Authorized Agent)
_____,
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named Applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California for the following Grant Award:

(List Grant Year and Program)

Passed and approved this _____ day of _____, 20 _____

Certification

I, _____, duly appointed and
(Name)

_____ Of the _____
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the
_____ day of _____, 20 _____

(Official Position)

(Signature) (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 December 13, 2022

SUBMITTED BY: Fire Department – William Lynch/Abraham Valencia
SUBJECT: ACCEPTANCE OF THE 2022 HOMELAND SECURITY GRANT PROGRAM
SUMMARY:

Overview:

The State Homeland Security Grant Program (SHSGP) is awarded by the California Governor's Office of Emergency Services (CalOES) through the Department of Homeland Security to Operational Areas throughout the State. The grant supports local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. This is an annual grant, which funds Homeland Security related activities for first responder agencies within the Kings County Operational Area.

Recommendation:

- a. Approve the Fire Department to accept the 2022 Homeland Security Program;
- b. Adopt a Resolution designating the Fire Chief, or the County Administrative Officer, or the Assistant County Administrative Officer to execute all grant documents.

Fiscal Impact:

This year's 2022 State Homeland Security Grant allocation to the county is \$220,013 and was included in the Adopted Fiscal Year 2022-2023 Budget Unit 242000. The grant is a reimbursement grant. Approximately \$115,450 of the total allocation will be distributed among County Agencies, while the remainder \$104,563 is to be distributed among the municipal public safety partners.

(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

ACCEPTANCE OF THE 2022 HOMELAND SECURITY GRANT PROGRAM

December 13, 2022

Page 2 of 2

BACKGROUND:

This grant is offered by CalOES to assist local first response agencies to purchase the needed equipment, training, and services that would be required in responding to a terrorist activity. This year's request includes funding to the Hanford Police Department (HPD), Hanford Fire Department (HFD), Kings County Fire Department (KCFD), Kings County Information Technology Department (KCITD), and Kings County Sheriff's Office (KCSO). The project awarded to Hanford Police Department will provide forty-five (45) iPads that will replace old equipment installed in department vehicles that are now outdated and obsolete. The projects awarded to the Hanford Fire Department will provide three (3) thermal imaging unmanned aircrafts (drones) and Mastering Command – From Hometown to Homeland Training. The project awarded to the Kings County Fire Department will provide twenty-five (25) gas monitors that will be used for risk management to maintain safety and security during a hazardous threat or attack. The project awarded to the Kings County Information Technology Department will provide the capability to hire an Information Security Firm (Novacoast) to perform a penetration test in the County's Network to protect and enhance Elections Security in Kings County. This will test the County's network for any vulnerabilities and ensure any future Elections are not compromised. The project awarded to the Kings County Sheriff's Office will partially fund a Multipurpose Response Vehicle. This vehicle will be used to respond to all incidents that exceed the capability of patrol within the jurisdiction (including natural disasters, terrorist attacks, hostage situations and mass shooting incidents, etc.).

The Office of Emergency Services Division of Fire has projected for funding the 5% allowable management and administration cost for administering the grant. All purchases will be executed by the respective sub-recipient agency awarded by the Kings County Approval Authority, and those agencies will provide the Kings County Fire Department with an invoice. The Fire Department will invoice the State, and then track the expenditures and reimbursements. Payments from CalOES are to be paid within 30 to 45 days after the receiving of the invoice.

The Kings County State Homeland Security Grant Program application was executed and agreed to by the Approval Authority representatives from the City of Lemoore Police Department, City of Hanford Fire Department, as well as the Kings County Sheriff's Office, Kings County Health Department, and Kings County Fire Department.

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

Governing Body Resolution

BE IT RESOLVED BY THE _____
(Governing Body)
OF THE _____ THAT
(Name of Applicant)
_____, OR
(Name or Title of Authorized Agent)
_____, OR
(Name or Title of Authorized Agent)
_____,
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named Applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California for the following Grant Award:

(List Grant Year and Program)

Passed and approved this _____ day of _____, 20 _____

Certification

I, _____, duly appointed and
(Name)

_____ Of the _____
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the
_____ day of _____, 20 _____

(Official Position)

(Signature) (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 December 13, 2022

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: KINGS COUNTY FIRE DEPARTMENT, FIRE STATION NO. 4 – SITE ASSESSMENT

SUMMARY:

Overview:

On April 12, 2022, the Board approved and authorized the Public Works Director to sign the consultant agreement with Provost and Pritchard Consulting Group to provide Environmental and Land Acquisition Services for the relocation of the Kings County Fire Station No. 4. A potential property for the relocation of Fire Station No. 4 has been identified and access to the site is necessary to collect samples, perform site surveys and other activities necessary to determine site feasibility. River Ranch Farms, LLC., is the owner of the identified property located at 8748 Idaho Avenue, Hanford, CA., being considered for the relocation of Fire Station No. 4. The Public Works Department is recommending that the Board approve and sign the Right of Entry agreement between the County of Kings and River Ranch Farms, LLC.

Recommendation:

Approve the Right of Entry Agreement with River Ranch Farms, LLC to access the site to perform the services specified in the Right of Entry Agreement.

Fiscal Impact:

This project is a Capital project and will not impact the General Fund. The project will use funding secured from the High Speed Rail Authority which resulted from the need to relocate the existing Fire Station. The funding for this project has been allocated as shown in account 94006, project 070020.

BACKGROUND:

Construction of the California High Speed Rail has created the need to relocate the existing County of Kings Fire Station No. 4 with funding secured from the High Speed Rail Authority. The County of Kings intends to use these funds to relocate the existing fire station and provide a partial remodel for improvements at Fire Station No.5 needed to accommodate additional stuff and the extended latter truck.

(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

KINGS COUNTY, FIRE STATION NO. 4 – SITE ASSESSMENT

December 13, 2022

Page 2 of 2

The project is intended to provide the environmental site assessment and land acquisition services to secure the proposed location for the relocation of Fire Station No. 4. The proposed location for Fire Station No. 4 will encompass an area of approximately four acres to house staff and equipment.

The Right of Entry Agreement has been reviewed and approved to form by County Counsel.

Project: Kings County – Fire Station Site
APN: 016-270-043
Owner: River Ranch Farms, LLC

RIGHT OF ENTRY
(Project Planning Surveys, Soil Testing, & Investigations)

River Ranch Farms, LLC, a California limited liability company (“Owner”) hereby grants the County of Kings, its Board of Supervisors, commissions, boards, officers, departments, employees, contractors, representatives, agents, and assigns (hereinafter “County”), a license (“Right of Entry”) to enter that portion of Owner’s property known as Assessor’s Parcel Number 016-270-043, located at 8748 Idaho Avenue, Hanford, California 93230 (the “Property”). The parties agree as follows:

This Right of Entry is granted to County and its agents and contractors specifically for the purposes of conducting surveys, soil testing, and pre-construction investigations, including a Phase 1 environmental Site Assessment. All work will be visual and non-invasive except for soils testing and any potholing work. County will notice Owner in advance before proceeding with any soils testing and potholing work. Any and all soils test locations shall be re-filled once the soils testing work is complete. Any and all improvements on Owner’s property will be protected in place.

County shall indemnify, defend and hold Owner harmless from and against any allegation, claim, suit, petition, injury, liability, damage, or losses that may result from the exercise by County of the rights granted under this Right of Entry, and shall protect the condition of the Property and replace or repair any portion of the Property that is damaged by County while performing the above-described work. The County’s duty shall arise at the first allegation, claim, petition, suit, or action brought against the Owner. The County shall, upon request of the Owner, defend any action suit or proceeding arising hereunder at County’s expense.

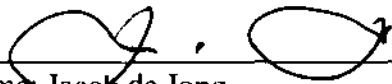
This Right of Entry shall commence on the date signed by the Owner and continues in full force and effect until County completes above-described work. This agreement shall automatically expire on December 31, 2022, or upon completion of the aforementioned, whichever occurs sooner. The parties may extend or modify this Right of Entry only by mutual written agreement of the parties.

(Signatures on following page)

The undersigned warrants that he/she is authorized to grant these rights to County on behalf of all parties holding an ownership or possessory interest in the Property.

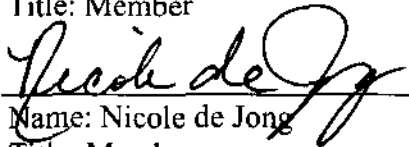
GRANTOR:

River Ranch Farms, LLC, a California limited liability company

By: 
Name: Jacob de Jong

10/20/2022
Date

Title: Member

By: 
Name: Nicole de Jong
Title: Member

10/20/2022
Date

6127 Jackson Avenue, Hanford, California 93230
Mailing Address

Phone # (559) 707-3766

jack@rrfarms.org
Email address

ACCEPTED BY:

COUNTY OF KINGS

By: _____
Name: _____ Title _____

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 December 13, 2022

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: RESOLUTION AND GRANT AGREEMENT WITH THE CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

SUMMARY:

Overview:

The Kings County Sheriff's Office is asking for approval to participate in the Alcoholic Beverage Control Alcohol Policing Partnership program grant.

Recommendation:

- a. Adopt a Resolution authorizing participation in the Alcohol Policing Partnership grant;
- b. Authorize the Sheriff to sign the grant agreement;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There will be no impact to the General Fund. The Kings County Sheriff's Office is being awarded with \$35,000 to cover all costs associated with the program including deputy overtime and equipment costs.

BACKGROUND:

In 1995, the Alcoholic Beverage Control agency (ABC) embarked on a new and innovative approach to broaden and increase the level of alcoholic beverage law enforcement by working in partnership with cities and counties through a grant assistance project. The mission of the Alcohol Policing Partnership Program is to work with law enforcement agencies to develop an effective, comprehensive, and strategic approach to eliminating the crime and public nuisance problems associated with problem alcoholic beverage outlets and then institutionalize those approaches within the local police agency. This agreement shall be for the term beginning retroactively from October 1, 2022 and ending August 31, 2023. The agreement is retroactive because the Kings County Sheriff's Office did not receive the agreement until November 1, 2022. The agreement has been reviewed and approved by County Counsel.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF IMPLEMENTING
THE DEPARTMENT OF ALCOHOLIC
BEVERAGE CONTROL'S ALCOHOL
POLICING PARTNERSHIP PROGRAM

RESOLUTION NO. _____

WHEREAS, the Kings County Sheriff's Office ("Sheriff") desires to accept funding from the Department of Alcoholic Beverage Control ("ABC") to implement its Alcohol Policing Partnership Program ("APP");

WHEREAS, the Board of Supervisors of the County of Kings ("Board") agrees that funds received for the APP shall not be used to supplant other expenditures controlled by this body; and

WHEREAS, the Board of Supervisors and Sheriff agree any liability arising out of the Sheriff's participation in the App, including civil court actions for damages, shall be the responsibility of the County of Kings and that the State of California and ABC disclaim responsibility for any such liability.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Sheriff of the County of Kings is authorized to sign and enter into the agreement, including any extension or amendments thereof, with the Department of Alcoholic Beverage Control to implement the APP program and accept the funding as set forth in the agreement.

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

By: _____
_____, Chairman of the
Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors, this _____ day of _____, 2022.

By: _____
Clerk of said Board of Supervisors

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-OTS105

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

County of Kings through the Kings County Sheriff's Office

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

August 31, 2023

3. The maximum amount of this Agreement is:

\$35,000.00 Thirty five thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages	
Exhibit A	Scope of Work	3	
Exhibit B	Budget Detail and Payment Provisions	1	
Exhibit C *	General Terms and Conditions (GTC 04/2017)	4	
+ -	Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Kings through the Kings County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

PO Box 986

CITY

Hanford

STATE

CA

ZIP

93232

PRINTED NAME OF PERSON SIGNING

David Robinson

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Pattye Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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	Operations	Overtime	100000	222000	91003	\$35,000
					TOTAL	\$35,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff	St Aid - Alcohol Bev	100000	222000	85096	\$35,000
					TOTAL	\$35,000

(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 overtime appropriation for the Dept of ABC - Mini grant of \$35,000. Revenues recognized in State Aid account.

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 December 13, 2022

SUBMITTED BY: Administration – Edward Hill/ Kyria Martinez
Board of Supervisors Office – Catherine Venturella

SUBJECT: BOARD MEETING CANCELLATION SCHEDULE FOR 2023

SUMMARY:

Overview:

Each year, the County issues a holiday schedule identifying the dates it will be closed for business. Your Board has, over the last several years, cancelled Board meetings on the following days: Tuesdays that follow Monday holidays; the first Tuesday in May for the Employee Recognition barbecue; the meetings that coincide with the National Association of Counties (NACo) Legislative Conference; the California State Association of Counties (CSAC) Annual Meeting; and during the week between Christmas and New Years.

Recommendation:

Approve the cancellation schedule for the Board of Supervisors’ meetings for 2023.

Fiscal Impact:

None.

BACKGROUND:

Your Board has recognized holidays each year by issuing a schedule of meeting cancellations in advance, so that staff can plan accordingly and to advise outside agencies whose meetings follow the Board meetings. Staff is recommending a schedule of meetings every Tuesday in 2023 except for the following dates:

- January 17, 2023 – Tuesday after Martin Luther King Day
- February 14, 2023 - National Association of Counties (NACo) Legislative Conference
- February 21, 2023 – Tuesday after President’s Day
- May 9, 2023 – Employee Recognition Barbeque
- May 30, 2023 – Tuesday after Memorial Day
- July 4, 2023 – Independence Day Observance
- September 5, 2023 – Tuesday after Labor Day
- November 14, 2023 – California State Association of Counties Annual Conference
- December 26, 2023 – Tuesday after Christmas Day Observance on December 25, 2023

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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 13, 2022

SUBMITTED BY: Administration – Edward D. Hill/Sarah Poots
SUBJECT: CLAIM FOR DAMAGES FOR JOHNATHAN HARPER

SUMMARY:

Overview:

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

Recommendation:

Deny the Claim for Damages filed by Johnathan Harper.

Fiscal Impact:

None with this action.

BACKGROUND:

On October 19, 2022, a claim for damages was filed by Johnathan Harper, claiming that money was withdrawn from his bank account for basic welfare sundries while incarcerated in the Kings County Jail. After investigation of the claim, County Counsel's office finds that the County is not liable for any damages. Pursuant to Government Code section 912.6, staff recommends your Board find that the claim is without merit and deny the claim.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ **OTHER:** _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 13, 2022

SUBMITTED BY: Administration – Edward D. Hill/ Kyria Martinez

SUBJECT: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SUBRECIPIENT AGREEMENT

SUMMARY:

Overview:

On March 4, 2020, Governor Gavin Newsom declared a State of Emergency in California to help combat the spread of the Coronavirus (COVID-19). In support of these efforts, the Board of Community Corrections released a non-competitive, formula-based Request for Applications (RFA) for the Coronavirus Emergency Supplemental Funding (CESF) Program. Kings County Administration and various stakeholders collaborated on a grant proposal. The grant was to fund efforts to enhance technology in incarcerated settings. A mandatory requirement of the grant was to pass through 20 percent of the CESF award to non-governmental community-based organization impacted by coronavirus and impacted services provided to the County.

Recommendation:

- a. Authorize the County Administrative Officer to sign the agreement with Koinonia Church for the mandatory requirement pass through for a non-governmental community based organization for services provided in the County jail effective December 13, 2022 through December January 31, 2023;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to the County General Fund. Kings County was awarded \$198,072 over the grant period of March 1, 2021 and ends January 31, 2023. The agreement with Koinonia is in the amount of \$39,614. The county has received the total grant funds however, the allocated amounts for this agreement were not rolled over into the Adopted Budget for FY 2022/23 and are being requested in order to expense the Koinonia agreement.

BACKGROUND:

The Coronavirus Emergency Supplemental Funding Program is administered by the California Board of State and Community Corrections (BSCC) and its purpose is to fund approaches that prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SUBRECIPIENT AGREEMENT

December 13, 2022

Page 2 of 2

(including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates and detainees in state, local, and tribal prisons, jails, and detention centers. The grant requires no match funding.

In order to apply, the Lead Agency, Administration, had to develop a Local Advisory Steering Committee that included local stakeholders who have experience and expertise in the prospective programs. Since Administration had worked closely with another steering committee for the Edward Bryne Memorial Justice Assistant Grant (JAG) Program and had an existing advisory committee that already met annually, Administration corresponded with the existing committee to participate in this grant's advisory committee process for this CESF grant. The committee met on December 16, 2020 and unanimously recommended to upgrade technology equipment, this included laptops, scheduling software, conferencing equipment, staff time control log in, and inmate welfare check equipment in the jail to reduce direct exposure risks to inmates and staff. This also improved the technology equipment for inmates for their outside services, including court attendance, faith based activities, and social health services.

Additionally, the committee recommended the mandatory pass through organization be the Koinonia Church. Koinonia Church was providing bible and curriculum to inmates and baptism services on Mondays, Tuesdays and Fridays, and has been providing services for years in the county jail since the 80's and most recently started an inmate visitation program in 2017. Unfortunately, when COVID-19 hit in the Spring of 2020, all services came to halt. Koinonia was not equipped to provide tele-services without the enhanced technologies. Koinonia will serve as a resource for all surrounding faith based organizations to use the equipment purchased to be able to provide services. Koinonia will reach out to other organizations to offer their new equipment. The County has done a sole source for the agreement and has been reviewed and approved by the purchasing division.

The County was awarded the grant and since had expensed all the funds, the remaining amount to be distributed is the Koinonia Church pass through.

Agreement No. ____

**COUNTY OF KINGS
SUBRECIPIENT AGREEMENT**

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into this _____, 2022 (the “Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”), and The Koinonia Christian Fellowship, a California nonprofit corporation (“Koinonia”) (singularly a “Party,” collectively the “Parties”).

RECITALS

WHEREAS, the purpose of the Coronavirus Emergency Supplemental Funding (“CESF”) Program is to provide federal funding, in part, to local governments to prevent, prepare for and respond to coronavirus;

WHEREAS, the CESF Program is through the U.S. Department of Justice, Bureau of Justice Assistance, and administered by the Board of the State and Community Corrections (“BSCC”).

WHEREAS, the County submitted a request for CESF Program grant funds and was allocated a certain amount of funding on the condition that the County pass-through a minimum of twenty percent (20%) of the CESF grant funds (“Pass-Through Funds”) received to a Non-Governmental Organization;

WHEREAS, the County desires to provide Pass-Through Funds to Koinonia for activities and services (“Program”), as more fully described herein and subject to the terms and conditions of this Agreement;

WHEREAS, Koinonia is a non-profit religious organization, exempt from taxation under Section 501(3)(c) of the Internal Revenue Code; and

WHEREAS, the County and Koinonia have worked in partnership for five years to serve the incarcerated population of Kings County.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TYPE OF AWARD

This Agreement is a subaward of federal funds awarded by County to Koinonia. County will pay Koinonia for allowable/eligible costs as provided for in the BSCC Grant Administration Guide.

2. SCOPE OF WORK

- a. Koinonia will be responsible for administering services in a manner satisfactory to County and consistent with any standards required as a condition of providing

these funds. Koinonia will perform the services set forth in the Scope of Work, attached hereto as **Attachment A** and incorporated herein by reference.

- b.** Koinonia shall administer the Program for the entire term of this Agreement and in compliance with the BSSC and the CESF Program requirements. Koinonia hereby assures and certifies compliance with all applicable local, state and federal statutes, regulations, policies, guidelines and requirements, including those relevant portions of the Federal Award Conditions, which are attached hereto as **Attachment B**, and incorporated herein by reference.

3. FINANCIAL PROVISIONS

- a.** County will disburse Pass-Through Funds to Koinonia. It is expressly agreed and understood that the total amount to be paid by County under this Agreement shall not exceed Thirty-Nine Thousand Six Hundred Fourteen Dollars and Fifty-Five Cents (\$39,614.55), provided that funds are available for this purpose under the CSEF Program and Koinonia is in compliance with all terms and conditions of this Agreement.
- b.** County shall make a one-time lump sum payment to Koinonia upon receipt of CESF grant funds. In accordance with Section 5 below, Koinonia shall keep detailed documentation of its spending of CESF grant funds.
- c.** All funds are paid contingent upon Koinonia's continuous compliance with all applicable Uniform Administrative Requirements, program regulations, and the terms of this Agreement. Any unspent funds remaining at the end of the Agreement term must be returned to County within fifteen (15) days of the termination of this Agreement.
- d.** Koinonia understands and agrees that the availability of CSEF Program funds is subject to the control of U.S. Department of Justice, the BSCC or other federal and state agencies, and should the CSEF Program funds be encumbered, withdrawn or otherwise made unavailable to County, whether earned by or promised to Koinonia, County shall not provide said funds unless and until they are made available for payment to County by BSCC and County receives said funds. No other funds owned or controlled by County shall be obligated under this Agreement to the Program.

4. TERM

This Agreement shall commence on the Effective Date and shall continue until January 31, 2023, unless otherwise sooner terminated in accordance with this Agreement.

5. RECORDS AND REPORTING

- a. Reporting.**

- i.** Koinonia shall maintain and furnish to County financial and programmatic information and reports (in such forms as County may reasonably prescribe) as required under the Federal Office of Management and Budget (OMB) Uniform Guidance at 2 CFR Part 200.300 or BSCC/CESF requirements, as applicable.
- ii.** Koinonia shall cooperate with and, as reasonably requested, assist County in the development and preparation of those portions of required reports, which pertain to Koinonia's activities under this Agreement. Such reports shall be prepared according to the timeframes established by the County and shall be reviewed and revised in accordance with the directives of County. Such reports shall be approved, signed and submitted to BSCC, or the appropriate authorities, by County.
- iii.** Notwithstanding Section 3, in the event that Koinonia fails to deliver the required reports at the designated times, or otherwise comply with the terms of this Agreement, the Parties agree that County may terminate this Agreement in accordance with Section 6 below.

b. Record Keeping and Access.

- i.** Koinonia shall maintain full, complete, and accurate fiscal and project books, records, documents, and other evidence with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. Records shall be maintained for five (5) years after submission of the final expenditure report of the funds awarded hereunder, or for such other periods as may be specifically required by the OMB Guidance at 2 CFR Part 200.333 and the BSCC/CESF requirements, as applicable, except in the following cases:

 - 1.** If any litigation, claim or audit is begun before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit finding involving the records have been resolved and final action taken.
 - 2.** When Koinonia is notified in writing by County to extend the retention period.
 - 3.** Records for real property and equipment acquired with federal funds must be retained for three years after final disposition.

- ii. Koinonia shall make available to County, BSCC, the Department of General Services, the Department of Finance, the California State Auditor, or their duly authorized representatives, upon appropriate notice, such records that are pertinent to the award for audit, examination, excerpt, transcript, and copying purposes, for as long as such records are retained. This right also includes timely and reasonable access to Koinonia's facility and personnel for the purpose of interview and discussion related to such documents. Koinonia shall, upon request, transfer certain records to the custody of County or BSCC.
- c. **Monitoring, Oversight and Assessment.** County shall monitor and evaluate Koinonia's performance under this Agreement to determine compliance with this Agreement and BSCC/CESF requirements. If County identifies any instances of Koinonia's non-compliance with the terms of this Agreement, County shall notify Koinonia of such deficiencies and ask for a corrective action plan. County, in its sole discretion, may offer to provide technical assistance to Koinonia in order to correct or eliminate such deficiencies. Additionally, County shall grant Koinonia a reasonable time period to correct or eliminate deficiencies. Nothing contained in this section shall limit or alter the rights which the County may have for termination of this Contract under any other provision of this Contract or any other right which County may have for default or breach of contract by Koinonia.
- d. **Audit.** In conformance with OMB CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, if Koinonia does not expend Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in total federal awards during any fiscal year that coincides with the term of this Agreement it will be exempt from Federal audit requirements for the Pass-Through Funds. However, Koinonia understands and agrees that it must keep and maintain records in accordance with this Section 5 and make them available for review or audit by appropriate officials.

6. 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.** This Agreement may be terminated prior to the completion of the term described in Section 4 if the Parties mutually agree in writing to its termination and the termination conditions, including the effective date and in the case of partial termination, the portion of the Agreement to be terminated. If the CSEF Program funds under this Agreement become unavailable, the County may terminate this Agreement effective immediately.
- b. **With Cause.** County may suspend or terminate this Agreement if Koinonia materially fails to comply with the terms of this Agreement.

- i. If Koinonia fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly uses funds provided under this Agreement, or if Koinonia violates any of the covenants, agreements, or stipulations of this Agreement, County shall thereupon have the right to terminate this Agreement by giving written notice to Koinonia of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by Koinonia under this Agreement shall, at the option of County, become County's property.
- c. **Effects of Termination.** Termination of this Agreement shall not terminate Koinonia's obligations or liability to the County for damages sustained by the County because of the Koinonia's breach, nor Koinonia'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. Further, upon termination of this Agreement, Koinonia will return any unused Pass-Through Funds to County.
- d. **No Waiver of Breach or Default by Forbearance.** In no event will County's act of forbearance regarding previous acts by Koinonia: i) constitute a breach or default of the County's obligations under this Agreement; ii) waive County's right to assert breach or default; nor iii) impair or prejudice any remedy available to County.

7. CONFLICT OF INTEREST

Koinonia shall maintain a written conflict of interest policy that includes provisions to ensure that no employee, director, officer, or agent shall participate in the administration of CESF Program funds if an actual, apparent or potential conflict of interest would be involved. Such a conflict would arise when, for example, the employee, director, officer or member of Koinonia's Board of Directors uses their position for purposes that are, or give the appearance of being, motivated by the possibility of private gain for their self, or others, such as those with whom they have family, business, or personal ties.

8. CLOSEOUT PROCEDURES

Upon expiration of this Agreement, or earlier termination, Koinonia agrees to comply with the following closeout procedures:

- a. Koinonia shall submit all financial, performance and other reports as required by the terms and conditions of this Agreement. At its sole discretion, County may approve or deny extensions for the submission of required documents when requested by Koinonia.
- b. Koinonia shall liquidate all obligations incurred pursuant to this Agreement.

- c. Notwithstanding the termination of this Agreement, Koinonia's obligations to County shall not terminate until all closeout requirements are completed. Further, those provisions listed in Section 25 shall survive the termination of this Agreement.

9. SPECIAL TERMS AND CONDITIONS

Koinonia affirms that it is not currently debarred by any federal, state or local entity from applying for or receiving federal, state or local grant funds. Additionally, Koinonia affirms that it has not been convicted of any crimes involving theft, fraud or embezzlement of federal, state or local grant funds within the last three (3) years. Koinonia will notify County should such debarment or conviction occur during the term of this Agreement.

10. CONFIDENTIALITY

In accordance with prevailing local, state and federal statutes, regulations, policies, guidelines and requirements the Parties shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements, including but not limited to personally identifiable information (PII), collected and maintained in the course of carrying out responsibilities under this Agreement, unless either Party receives prior written authorization to do so from the other Party or as authorized or required by law. However, nothing contained herein shall be construed to prohibit County or any authorized entity from obtaining, reviewing and auditing any information, record, data, and data elements to which it is lawfully entitled. All confidential obligations contained herein shall survive termination of this Agreement.

11. INDEPENDENT CONTRACTOR

All services performed pursuant to this Agreement by Koinonia shall be performed as an independent contractor. Under no circumstances shall Koinonia, its officers, employees, or agents, look to County as its employer, or as a partner, agent, or principal. Koinonia shall not be entitled to any benefits accorded to County's employees. Koinonia shall be responsible for providing, at its own expense, and in its name, disability, worker's compensation, or other insurance as well as licenses or permits usual or necessary for conducting the services hereunder.

12. INDEMNIFICATION

To the furthest extent allowed by law, Koinonia shall indemnify, defend, and hold harmless County and each of its Board members, officers, officials, employees, agents and volunteers from any and all loss, liabilities, damages, costs, and expenses, including attorney's fees, arising or alleged to have arisen directly or indirectly out of the performance of this Agreement. Koinonia's obligations under the preceding sentence shall apply regardless of whether County or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or willful misconduct of County or any of its officers, officials,

employees, agents or volunteers. If Koinonia should contract or subcontract all or any portion of the work to be performed under this Agreement, Koinonia shall require each subrecipient and/or subcontractor to indemnify, hold harmless and defend County and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph. The obligations of this section shall survive termination of this Agreement.

13. INSURANCE

Without limiting the County's right to obtain indemnification from Koinonia or any third parties, prior to the commencement of work or execution of this Agreement, Koinonia shall purchase and maintain the following types of insurance for the minimum limits indicated below throughout the term of this Agreement. Koinonia shall provide an Endorsed Additional Insured page from Koinonia's Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Koinonia shall deliver proof of insurance and all endorsements in accordance with Section 16, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide proof of insurance coverage is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County. Insurance is to be placed with admitted insurers rated by A.M. Best Co. A:VII or higher. Koinonia shall cause each of the below insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. Exceptions to the insurance requirements within this Section must be approved in writing by the County's Risk Manager.

- a.** Commercial General Liability in the amount of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage.
- b.** Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident, and not less than One Hundred Thousand Dollars (\$100,000) for property damage, or such coverage with a combined single limit of One Million Dollars (\$1,000,000).
- c.** Workers Compensation, if and as required according to the California Labor Code.
- d.** Professional Liability in the amount of One Million Dollars (\$1,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Koinonia's wrongful acts, errors, and omissions.

14. AMENDMENTS

- a.** This Agreement may be modified only by a written amendment signed by both Parties. Except for the specific provision(s) of this Agreement which

thereby may be amended, this Agreement shall continue in full force and effect after such amendment.

- b.** Notwithstanding subsection a., County may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other necessary reasons. If such amendments result in a change in the amount of funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated by written amendment signed by both County and Koinonia.

15. UNFORSEEN CIRCUMSTANCES

The Parties shall not be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a Party's reasonable control, provided written notice is provided to the other Party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

16. NOTICE

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

County

Kyria Martinez
Assistant County Administrative Officer
Administration
County of Kings
1400 West Lacey Blvd.
Hanford, CA 93230

Koinonia

Andrew Cromwell
Lead Pastor
The Koinonia Christian Fellowship
P.O. Box 1378
Hanford, CA 93232

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

17. ASSIGNMENT

The rights, obligations and responsibilities established herein shall not be assigned, subcontracted, or transferred by either Party without the express written consent of the other Party.

//

18. ATTORNEY'S FEES

If either party to this Agreement shall bring or participate in any action for relief arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney's fees incurred in bringing such action or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

19. SUCCESSION AND ASSIGNMENT

Unless otherwise expressly provided in this Agreement, all of the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives. Except as otherwise provided herein, neither party shall assign, sublet or transfer its interest in this Agreement, or any part thereof or delegate its duties hereunder without the prior written consent of the other party.

20. CUMULATIVE REMEDIES

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

21. HEADINGS AND CONSTRUCTION

The section headings, enumeration, and sequence of sections appearing herein are for convenience purposes only and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

22. NO WAIVER

Performance of any obligation required of a Party hereunder may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The waiver of a breach of any provision shall not operate or be construed as a waiver of any subsequent breach.

23. CHOICE OF LAW

The Parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

24. SEVERABILITY

In the event that one or more provisions of this Agreement may be deemed unenforceable, the remainder of the Agreement shall continue in full force and effect.

25. SURVIVAL

The following sections of this Agreement shall survive its termination: Section 5 (Records and Reporting), Section 10 (Confidentiality), and Section 12 (Indemnification).

26. NO THIRD-PARTY BENEFICIARY

The rights, interests, duties and obligations defined within this Agreement are intended for the specific Parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties other than as expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by Koinonia shall have any rights hereunder and shall look to Koinonia as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against County under any circumstances. Except as provided by law, or as otherwise agreed to in writing between County and any such person, each such person shall be deemed to have waived in writing all right to seek redress from County under any circumstances whatsoever. Koinonia shall include this paragraph in all contracts/subcontracts.

27. ENTIRE AGREEMENT; CONTRIBUTIONS OF ALL PARTIES

This Agreement constitutes the entire Agreement between the parties. Each Party had the opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived by Koinonia.

28. IMAGED AGREEMENT

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. No party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

29. COUNTERPARTS

The parties may execute this Agreement in one or more counterparts. All counterparts shall be construed together and shall constitute one (1) agreement.

30. AUTHORITY


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

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


COUNTY OF KINGS

CONTRACTOR NAME


By: _____
Edward D. Hill
County Administrative Officer

By:  _____
Name Andrew Cromwell
Title Lead Pastor
Koinonia Christian Fellowship

RISK MANAGEMENT APPROVED AS TO
INSURANCE

By:  _____
11/23/2022
Risk Management

APPROVED AS TO FORM
Diane Freeman, County Counsel

By:  _____

Exhibits/Attachments:

Attachment A: Scope of Work

Attachment B: Federal Award Conditions

Exhibit B: Scope of Work

The partnership with Koinonia church will also equip the jail and Koinonia to be able to have inmate visitation for recovery type programs for post incarcerated men and women. The proposed project is to upgrade technology equipment. The new purchases will improve the technology equipment for inmates for their outside services, including court, faith based activities and social health services.

- The partnership with Koinonia will help provide the inmates telecommunication on classes that are designed to equip individuals with the skills needed to find and maintain jobs, build their finances, rebuild relationships, identify and connect with healthier social networks, etc.
- These funds will allow the partnership to expand on these services at the church which in return help inmates post incarceration and help reduce re-entry into the jail.
- The workplan reads that Koinonia will:
 - a. Develop a digital visitation group to facilitate inmate visitation, support and connection;
 - b. Develop video content for inmates to be accessible via their tablets to provide social and spiritual support and education;
 - c. Explore adding additional groups on other church campuses, and;
 - d. Koinonia Church will provide social services program accessibility to inmates.
- Funds must be spent and invoiced to KCSO prior to January 31, 2023.
- The amount of the pass through award is \$39,615.

Koinonia Church was providing bible and curriculum to inmates and baptism services on Mondays, Tuesdays, and Fridays. Unfortunately, when Covid-19 hit in the Spring of 2020, all services came to a halt. Koinonia is not equipped to provide tele-services without the enhanced technologies. Koinonia will start providing services and serve as a resource for all surrounding faith-based organizations to use this equipment to be able to provide services. Koinonia will reach out to other organizations to offer use of their new equipment.

Exhibit B Federal Award

Appendix C: Criteria for Non-Governmental Organizations Receiving CESF

The Coronavirus Emergency Supplemental Funding (CESF) Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving CESF. The RFP describes these requirements as follows.

Any non-governmental organization that receives CESF (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the CESF grantee.
- In either instance (applicant or subgrantee), non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee Name:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

			Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--	--	--

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the CESF RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE		TELEPHONE
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement. The authorized signatory may sign with a digital signature <u>OR</u> a wet blue ink signature.) X			DATE

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.

Koinonia Church already has been providing services for the county jail when they began a new visitation program in 2017 , they also have had a team going weekly for extra curricular activities since the late 80's.

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

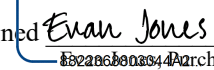
4. List below the names of each individual who was involved in the evaluation, if conducted, and in making the recommendation to sole source this purchase.

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
Kyria Martinez, Assistant CAO

Date
12-6-22

Purchasing Manager: Approved as written Rejected Signed  12/7/2022
Evan Jones, Purchasing Manager

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	0

Funding Sources:						
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
					TOTAL	0

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
General	Contingencies	Appr. For Contignencies	100000	990000	99000	39,615
					TOTAL	39,615

Transfer To:						
FUND NAME	DEPT.NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred In
General	Local Response	BSCC CESF Expenditures	100000	110911	92136	39,615
					TOTAL	39,615

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

Auditor Approval _____ Department Head

Kyria Martinez

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 December 13, 2022

SUBMITTED BY: Assessor/Clerk/Recorder – Kristine Lee

SUBJECT: ADD ARTICLE IX LOW VALUE ORDINANCE TO CHAPTER 22 TO THE COUNTY CODE OF ORDINANCES

SUMMARY:

Overview:

Kings County currently does not have a low value ordinance. Consequently, The Assessor is obligated under the law to assess property even when the cost to assess and collect is greater than the taxes generated. Revenue and Taxation codes permit the county Board of Supervisors to set by ordinance, value thresholds for the issuance of values for annual tax bills, supplemental assessments, and roll corrections. The Assessor is requesting a comprehensive low value ordinance be adopted into the county ordinance code, thereby relieving the burden primarily to small businesses, some boat owners, and other small value property owners, permitting staff additional time to pursue the accuracy of more substantial assessments.

Recommendation:

Adopt and waive the second reading of an ordinance adding Article IX of Chapter 22 of the Ordinance Code, pertaining to low-value assessments.

Fiscal Impact:

Taxes for low-value assessments, supplemental bills, and escape assessments would not be billed or collected, resulting in modest decreased revenues. Offsetting savings in staff time and other resources will sufficiently exceed the revenue loss. Based on a preliminary review, approximately 7,300 assessments will be affected. Eliminating these assessments will reduce the county's assessed value by an anticipated 0.1% of total for 2023/24. Consequently, the General Fund would be reduced by approximately \$29,406 The cost to assess these taxes is estimated to be \$430,000 annually. Through the associated savings, Assessor staff will pursue the accuracy of more substantial assessments. There will be no net county cost.

(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

ADD ARTICLE IX LOW VALUE ORDINANCE TO CHAPTER 22 TO THE COUNTY CODE OF ORDINANCES

December 13, 2022

Page 2 of 2

BACKGROUND:

Revenue and Taxation Code section 75.55 permits the Board of Supervisors to adopt an ordinance allowing the Assessor to cancel any supplemental property tax bill of which the taxes due would be less than the cost of assessing and taxing them, provided the amount of taxes would not exceed \$50.

Similarly, Revenue and Taxation Code section 531.7 provides that the Board of Supervisors may, by ordinance, prohibit the Assessor from making an escape assessment that would result in an amount of taxes due which is less than the cost of assessing and collecting them, provided the amount of taxes resulting from the escape assessment does not exceed \$50.

Kings County does not presently have an ordinance under either statute. The proposed ordinance would allow the Board of Supervisors to provide relief to low value property owners within Kings County.

In addition, Revenue and Taxation Code section 155.20 permits the Board of Supervisors to exempt from property taxation all real property with a base year value, as adjusted for inflation, and all personal property with a full value so low that, if not exempt, the total taxes, special assessments, and applicable subventions on the property would amount to less than the cost of assessing and collecting them, except that the board may not exempt property with a value of more than \$10,000 (\$50,000 in the case of certain possessory interests).

Although the statute does not require the threshold to be set by ordinance, the Assessor believes a singular, comprehensive ordinance would better contain all three low-value exemptions and consolidate the legal authority in one place.

The ordinance would also set the amount of the exemption for a regular assessment to the maximum under the statute of \$10,000. All the maximum assessments in the ordinance code would be adjusted automatically if the statutes are amended.

The ordinance has been reviewed and approved by County Counsel.

ORDINANCE NO. _____

AN ORDINANCE ADDING ARTICLE IX, PERTAINING TO LOW VALUE ASSESSMENTS, TO CHAPTER 22 OF THE KINGS COUNTY CODE OF ORDINANCES

The Board of Supervisors of the County of Kings ordains as follows:

SECTION 1: Article IX is added to Chapter 22 of the Kings County Code of Ordinances is added, to read as follows:

ARTICLE IX. LOW VALUE ASSESSMENTS

Section 22-141. Assessor's authority to exempt low value assessments.

A. The Assessor may exempt from taxation all real property or combined personal property and fixture value, subject to the limits set forth in Section 155.20 of the Revenue and Taxation Code. Possessory interests may be exempt from taxation if they are for a temporary and transitory use, in a publicly owned fairground, fairground facility, convention facility, or cultural facility.

B. Pursuant to Revenue and Taxation Code Section 52, this section does not apply to:

1. Property that is enforceably restricted,
2. Property restricted to timberland use,
3. Property used exclusively for nonprofit golf course purposes, and
4. Property owned by a local government which is located outside of its boundaries.

Section 22-142. Supplemental assessments:

The Assessor may cancel any supplemental assessment where that assessment would result in an amount of taxes due which is less than the cost of assessing and collecting them. No supplemental assessment shall be canceled pursuant to this section if the amount of taxes resulting from that supplemental assessment would exceed the amount allowed by section 75.55 of the Revenue and Taxation Code.

Section 22-143. Escape assessments

The Assessor is hereby prohibited from making an escape assessment of an appraisal unit where that assessment would result in an amount of taxes due which is less than the cost of assessing and collecting them. This section shall not apply to any escape assessment of an appraisal unit if the amount of taxes resulting from the escape assessment would exceed the amount set forth in section 531.9 of the Revenue and Taxation Code.

SECTION 2. Section 1 of this ordinance shall apply to all assessments occurring on or after January 1, 2023.

SECTION 3. Sections 22-128 through 22-140 of the Kings County Code of Ordinances are hereby reserved.

SECTION 4: This ordinance shall take effect and be in force thirty days after its adoption by the Board of Supervisors.

SECTION 5: Prior to the expiration of fifteen (15) days from the passage hereof, this ordinance shall be published once in its entirety in the Hanford Sentinel, a newspaper printed and published in the County of Kings, State of California, together with the names of the members of the Board of Supervisors voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the Board of Supervisors of the County of Kings, State of California, on the ____ day of December, 2022, at a regular meeting of said Board duly and regularly convened on said day by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF KINGS

By: _____
Chairman, Board of Supervisors

WITNESS my hand and seal of said Board of Supervisors this ____ day of December, 2022.

Catherine Venturella
Clerk of the Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 13, 2022

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

SUBJECT: FIRST AMENDMENT TO AGREEMENT FOR DEPRESSION REDUCTION
ACHIEVING WELLNESS WITH SENG LEANG TANG

SUMMARY:

Overview:

On November 10, 2020, the Board approved an agreement with Seng Leang Tang to provide Depression Reduction Achieving Wellness (DRAW) services from Fiscal Years (FY) 2020-2023. Kings County Behavioral Health (KCBH) is seeking approval to amend the Agreement with Seng Leang Tang and extend the agreement to June 30, 2024.

Recommendation:

Approve the Amended Agreement with Seng Leang Tang for Depression Reduction Achieving Wellness retroactively effective from July 1, 2022, through June 30, 2024.

Fiscal Impact:

The amended agreement amount for DRAW for FY 2022-2023 is \$66,640 and \$66,640 in FY 2023-2024. Sufficient revenues and expenditures for this agreement were included the department's 2022-2023 Adopted Budget in Budget Unit 422200, Mental Health Services Act (MHSA).

BACKGROUND:

Under the Amended Agreement for DRAW services, Seng Leang Tang will continue to provide services to Behavioral Health. As per the MHSA Prevention and Early Intervention (PEI) component, the contractor provides mental health services to institutes of higher education through the DRAW program. The original contract term was from July 1, 2020-June 30, 2023. Through this amendment an increased budget is requested for the FY 2022-2023 and extended contract term through June 30, 2024.

(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

FIRST AMENDMENT TO AGREEMENT FOR DEPRESSION REDUCTION ACHIEVING WELLNESS WITH SENG LEANG TANG

December 13, 2022

Page 2 of 2

The DRAW program is a screening and brief intervention program for college students in Kings County. The program is offered to any student at West Hills College in Lemoore, San Joaquin Valley College at the Hanford Campus, and College of the Sequoias at the Hanford Campus, at no cost to the participants. The contractor will screen program participants for mental illness, provide brief intervention, and refer participants to further services as needed. The program is expected to serve roughly 50 students each year.

Under this Agreement, KCBH provides oversight of the program services to comply with Federal, State, and County contract guidelines. Program oversight is also designed to meet countywide needs and State mandates.

This Agreement for DRAW services includes budgetary changes and is retroactive due to increased volume of contracts Behavioral Health is managing and staffing shortages within the Contracts unit.

A sole source was completed for Seng Leang Tang who facilitates the DRAW program as she has developed this unique evidence-based program to serve our community and has created a therapeutic alliance with students and administration in our local schools. The Sole Source has been signed for this contract and is attached for reference as to form.

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

Agreement No. ____

**COUNTY OF KINGS
1st AMENDMENT TO AGREEMENT**

This first amendment (“1st Amendment”) to Agreement No. 20-131 (“Agreement”) is entered into on _____, 2022, by and between the County of Kings, a political subdivision of the State of California (“County”) and Seng Leang Tang, LMFT (“Contractor”) (singularly a “Party” and collectively the “Parties”).

R E C I T A L S

WHEREAS, the County and Contractor entered into the Agreement on or about November 10, 2020, for the provision of Depression Reduction Achieving Wellness (“DRAW”) program services, that commenced on July 1, 2020, and terminates on June 30, 2023;

WHEREAS, the County intends to exercise its option to extend the Agreement for one (1) additional year under Section 4 of the Agreement;

WHEREAS, the County requires additional hours of DRAW services;

WHEREAS, Section 6 of the Agreement authorizes the Parties to modify the Agreement’s terms by a written amendment, executed by the Parties; and

WHEREAS, the Parties intend to extend the term of the Agreement for one (1) additional year, and increase the number of DRAW service hours.

NOW, THEREFORE, the Parties agree as follows:

1. Section 1 of the Agreement is replaced in its entirety with the following:

The County engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A** for fiscal year (“FY”) 2020/2021 and FY 2021/2022, and **Exhibit A-1** for FY 2022/2023 and FY 2023/2024. Each FY referenced begins on July 1st and ends on June 30th.

2. Section 2 of the Agreement is replaced in its entirety with the following:

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 for FY 2020/2021 and FY 2021/2022, and **Exhibit A-1** for FY 2022/2023 and FY 2023/2024 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. Section 3 of the Agreement is replaced in its entirety with the following:

County shall pay Contractor the following maximum amounts:

FY 2020/2021	\$37,500 in accordance with Exhibit A of the Agreement
FY 2021/2022	\$37,500 in accordance with Exhibit A of the Agreement
FY 2022/2023	\$66,640 in accordance with Exhibit A-1 , attached to this 1 st Amendment
FY 2023/2024	\$66,640 in accordance with Exhibit A-1 , attached to this 1 st Amendment

Contractor is not entitled to, and County shall not pay Contractor 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** and **Exhibit A-1**, 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. Section 4 of the Agreement is replaced in its entirety with the following:

This Agreement commences on July 1, 2020, and terminates on June 30, 2024, unless otherwise terminated in accordance with its terms.

5. The recitals and exhibits are integral to this 1st Amendment and are incorporated into this 1st Amendment by this reference.

6. All other terms and conditions of the Agreement remain in full force and effect.

7. The Parties may execute this 1st Amendment by electronic means, and in two (2) or more counterparts that together constitute one (1) agreement.

8. Each signatory to this 1st Amendment represents it is authorized to enter into this 1st Amendment and bind the Party to which its signature represents.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties executed this 1st Amendment on the day and year first written above.

COUNTY OF KINGS

SENG LEANG TANG, LMFT

By: _____
Joe Neves, Chairman
Kings County Board of Supervisors

By: Seng Leang Tang
B173E6571F75B0C08106EAAE3B5F59AA readysign 11/28/2022
Seng Leang Tang, LMFT

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED
AS TO INSURANCE

By: Sarah Poots
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: Cindy Crose Kliever
40EEBBA45D223D6ED0E56156269F917 readysign 11/28/2022
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments
Exhibit A-1: Scope of Work & Compensation/Fees

Exhibit A-1

Seng Leang Tang
SCOPE OF WORK
July 1, 2022 – June 30, 2024

Contractor will provide mental health services to institutes of higher education through the Depression Reduction Achieving Wellness (DRAW) program, as outlined in the Kings County Mental Health Services (MHSA) Prevention and Early Intervention (PEI) Program.

A. Program Intent

- a. The DRAW program is a screening and brief intervention program for college students in Kings County. The program is offered to any student of West Hills College Lemoore, San Joaquin Valley College—Hanford Campus, and/or College of the Sequoias, Hanford Campus at no cost to the participants. The purpose of the program is to screen program participants for mental illness, provide brief intervention, and refer participants to further services as needed.

B. Description of Services

DRAW Program

- a. Program therapist will serve as a clinician and case manager to students identified with depressive symptoms or another mental health disorder that may place them at potential risk for suicide.
- b. Contractor possesses skills in assessment, short term crisis intervention, brief clinical treatment, and linkage to appropriate community resources for students of these institutions.
- c. Contractor will provide students with up to (6) individual therapeutic sessions to stabilize any crisis, assess student needs and refer accordingly to appropriate community settings.
- d. Contractor will conduct outreach events and communicate with contacts at individual sites regularly.
- e. Contractor will maintain documentation of contacts with all students.
- f. Documentation and reports will be submitted monthly.
- g. Contractor will attempt to maintain at least 25% direct clinical contact.
- h. Contractor shall establish quarterly meetings with the Clinical Services program manager to ensure Contractor and KCBH maintain collaborative communication related to the DRAW program.
- i. Contractor shall work with KCBH to conduct collection of demographic information and participant satisfaction survey.
- j. Contractor shall adhere to the general Cultural and Linguistically Appropriate Services (CLAS) Standards in rendering therapeutic services.
- k. Contractor shall notify KCBH of planned service interruptions longer than five days.

Exhibit A-1

C. Outcomes

DRAW Program

- a. Based on projections, the DRAW program is expected to serve roughly (50) students each school year.
 - i. If circumstances arise to cause unexpected fluctuations in numbers, Contractor will meet with the KCBH Clinical Services Program Manager to discuss solutions.
- b. Contractor will report the following data on a monthly basis
 - i. Demographic data of all participants
 - ii. Outreach activities, including tabling events and presentations to staff and students
 - iii. A time study of the following
 1. Outreach hours
 2. Provision of Direct Services, including mental health assessments and individual therapy sessions
 3. Case Management and Linkage Activities
 4. Training and Meeting hours
 5. Administration, Management, and General Time hours
- c. Contractor will maintain all client records in an Electronic Health Records system.
- d. Contractor will email monthly reports to the KCBH Clinical Services Program Manager. In the event that the Clinical Services Program Manager is unavailable, reports shall be provided to the Mental Health Services Act Program Manager.

D. Compensation

DRAW Program

- a. Payment for service provided under this Agreement is limited to the maximum amount of **\$66,640** for FY 2022-2023 and FY 2023-2024. The County shall not be liable to the Contractor for any amount in excess of the maximum amount for this program.
- b. Contractor shall be compensated for the services provided under this Agreement as follows:

FY 2022-2024	
Total Maximum Hours:	833 hours
<u>Hourly rate:</u>	<u>\$80.00 per hour</u>
Maximum billable amount	\$66,640

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). See attachment

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

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. Fil Leanos KCBH Program Manager

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 UnChong Parry

085547477F130CC95A652E47BF666D31

readysign

Printed Name and Title

Date

UnChong Parry, Deputy Director

06/20/2022

Purchasing Manager: Approved as written Rejected Signed Evan Jones
E995D04DB1361DD9F768A1CBE19DA184 readysign
Evan Jones, Purchasing Manager

SUBJECT: Sole Source request for Seng Leang Tang MBA, LMFT #92343

RATIONALE:

Kings County Behavioral Health (KCBH) is seeking a sole source agreement with Seng Leang Tang, a Licensed Marriage and Family Therapist, to facilitate Depression Reduction Achieving Wellness (DRAW) program services aimed at reducing the amount of depression and suicide risk in adult students (18) years and older in Kings County.

Clinician Tang has provided Prevention and Early Intervention (PEI) Suicide Prevention services for KCBH since September 2013 and has developed a therapeutic alliance with students and administration at the school sites receiving services.

The contractor developed this unique evidence-based program for Kings County's specific needs in adult learning environments. Recruiting and retaining an outside mental health clinician to perform these unique and highly niche services with high quality continuity would be difficult. KCBH requests the sole source request of this contracted service be awarded to Mental Health Clinician Tang.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 13, 2022

SUBMITTED BY: Behavioral Health Department– Lisa Lewis/Katie Arnst
SUBJECT: AGREEMENT FOR FRIDAY NIGHT LIVE PROGRAM WITH TULARE COUNTY SUPERINTENDENT OF SCHOOLS

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the agreement with Tulare County Superintendent of Schools to receive funding to implement the program Friday Night Live to satisfy the Substance Use Disorder (SUD) component part of Substance Abuse Prevention & Treatment Block Grant (SABG).

Recommendation:

- a. Approve the Agreement with the Tulare County Superintendent of Schools to accept this funding to implement the Friday Night Live program, retroactively effective from July 1, 2022, through June 30, 2023;
- b. Authorize the Director of Behavioral Health to sign the Agreement with Tulare County Superintendent of Schools;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

This Agreement allows for the county to receive funding from Tulare County Superintendent of Schools in the amount of \$19,000 to implement the Friday Night Live program which is part of the SUD component for SABG prevention. With the approval of the budget appropriation and transfer form, \$19,000 in revenue and \$19,000 in expenditures will be added to Budget Unit 422100, BH-Alcohol and Other Drug Services (AOD) Program.

(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 FOR FRIDAY NIGHT LIVE PROGRAM WITH TULARE COUNTY SUPERINTENDENT OF SCHOOLS

December 13, 2022

Page 2 of 2

BACKGROUND:

Tulare County Superintendent of Schools is the statewide administrator of the Friday Night Live program. As such, this Agreement will allow Kings County to contract with Tulare County Superintendent of Schools to receive Friday Night Live funding to implement this component of SABG primary prevention. These funds will be used to start clubs and coalitions in schools within Kings County to bring awareness and focus on drug and alcohol use disorders by promoting healthy lifestyles and healthy communities through opportunities for leadership, advocacy, and engagement. This funding is a pass through and utilized to fund the Friday Night Live program, which will be operated and implemented by California Health Collaborative who facilitates these activities and focuses on drug and alcohol awareness for 4th grade to high school youth in Kings County.

The term of this Agreement is retroactive effective July 1, 2022, through June 30, 2023. This item is being presented retroactively due to late receipt of this agreement from Tulare County Superintendent of Schools which did not occur until August 31, 2022, after the agreement term began.

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

For TCOE Office Use	
Vendor #	_____
Req. #	_____
PO #	_____
Contract #	230336

AGENCY AGREEMENT

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Kings County Behavioral Health**, referred to as **CONTRACTOR**.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as July 1, of 2022 and shall expire on June 30, 2023
2. **SERVICES:** CONTRACTOR shall provide services as set forth: (See attach Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)
3. **COST OF SERVICES:** SUPERINTENDENT shall pay CONTRACTOR the sum of \$19,000. Payments will be made when evidence is provided that all deliverables have been complete.
4. **METHOD OF PAYMENT:**

A CONTRACTOR shall submit an invoice upon the completion of deliverables. CONTRACTOR shall send the invoice no later than July 15, 2023 by one of the three following methods:

MAIL: Tulare County Office of Education
 California Friday Night Live Partnership
 Attn: Azulie Wilson
 6200 South Mooney Blvd., PO Box 5091
 Visalia, California 93278-5091

EMAIL: azulie.wilson@tcoe.org

FAX: 559-737-4231

5. **INDEMNIFICATION:** SUPERINTENDENT and Contractor shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or Contractor or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). 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.

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

- Implement Friday Night Live (FNL) program(s): Friday Night Live (FNL) , Club Live (CL), Friday Night Live Kids (FNLK), and/or Friday Night Live Mentoring (FNLM) by supporting existing chapters and developing new chapters.
- Demonstrate efforts to become a Member in Good Standing (MIGS).
- Utilize the Primary Prevention SUD Data System (PPSDS), to report all FNL, CL, FNLK, FNLM.
- Establish an FNL chapter that specifically supports the engagement of special populations (i.e., tribal, system involved [foster youth, justice, etc.], LGBTQIA+, and/or youth experiencing homelessness) with the supplemental funds (\$10,000).

2. RESPONSIBILITIES OF SUPERINTENDENT:

EXHIBIT A

FEE SCHEDULE

The contract total for services to be provided are estimated to be \$19,000.00, including travel or other expenses.

Payment will be made at the conclusion of the project year.

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
BH - Aod Program	Behavioral Health	Prof & Spec	0001	422100	92037	19,000
					TOTAL	19,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
BH - Aod Program	Behavioral Health	Other Revenue	0001	422100	88025	19,000
					TOTAL	19,000

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

Dept. of Finance Approval _____
Administration Approval *Luzia Martinez*

Department Head *Lisa DeVos PhD*
Board Approval _____

BOS meeting date: December 13, 2022



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 13, 2022

SUBMITTED BY: Department of Public Health - Rose Mary Rahn/Heather Silva

SUBJECT: COVID-19 PREVENTATIVE SERVICES

SUMMARY:

Overview:

Kings County residents continue to test positive for COVID-19 and spread the virus, which has led to illness, hospitalizations, and in some cases, death. COVID-19 preventative services, including testing, community outreach, and a Promotor/Community Health Worker Network will reduce the spread of COVID-19 throughout the communities of Kings County.

Recommendation:

- a. Approve an Agreement with California Health Collaborative for COVID-19 Preventative Services;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The recommended action will decrease Computer Software account 92036 and increase Contractual Services account 92047 by \$450,000 under budget unit 411300. The maximum cost of the recommended agreement (\$1,200,000) over an 18-month term and will be offset using the Epidemiology and Laboratory Capacity Enhancing Detection Expansion Funding to address the COVID-19 pandemic and future infectious outbreaks.

BACKGROUND:

As of November 2022, the total amount of Kings County residents who have received the bivalent booster and are up to date on COVID-19 vaccination is 7.8% of the total eligible county population. During the calendar year of 2022 there have been 27,202 probable and confirmed COVID-19 cases in Kings County, which is higher than the totals reported in 2020 and 2021.

(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 PREVENTATIVE SERVICES

December 13, 2022

Page 2 of 2

This difference exists despite the rise of at home antigen testing and one less month for cases counted in 2022. In addition, 173 residents have been hospitalized for COVID-19 and 78 residents have died of the virus in 2022.

Request for Proposal (RFP) No. 23-10 for COVID-19 Preventative Services, was issued September 26, 2022, and sought proposals from qualified vendors to provide COVID-19 prevention and intervention services for Kings County residents. The RFP was sent to vendors registered with the county's purchasing department and eight community-based organizations that have experience providing the requested services. Two bids were received, with all proposals deemed responsive by Kings County Purchasing Manager. The proposals were evaluated by a review panel comprised of two Kings County Department of Public Health (KCDPH) staff and one Kings County Department of Behavioral Health staff. The California Health Collaborative (CHC) proposal was unanimously recommended for funding.

The RFP indicated KCDPH had the intent to enter a contract with one selected Proposer, however the RFP reserved the right of the county to enter a contract with two or more Proposers if it better meets the needs and is in the best interests of Kings County residents. After thorough review and discussion, the review committee recommended providing funding for both proposals, provided each organization enters contract negotiations with KCDPH. The department is currently in contract negotiations with the second vendor and will be brought to your board once finalized.

The CHC proposal demonstrated experience with programming centered on reducing health disparities, promoting health equity among California's underserved and underrepresented communities, and is currently operating eight public health programs in Kings County. Services are intended to prevent the spread of the disease as well as reduce COVID-19 related disparities by advancing health equity in underserved and disproportionately affected populations of Kings County.

The services provided by CHC shall include providing self-administered COVID-19 Polymerase Chain Reaction testing to the public, hosting community COVID-19 testing and vaccine events, providing community outreach services, and creating a Promotor/Community Health Worker (PCHW) network to provide health education and health referrals to underserved populations residing in Kings County.

The term of the agreement will be 18 months with services commencing January 1, 2023, and ending on June 30, 2024, provided adequate funding is available, and contracted services continue to meet established benchmarks as well as the needs of Kings County and the expectations of KCDPH. Services will be funded through the Epidemiology and Laboratory Capacity Enhancing Detection Expansion Grant with funding for these services expected to be up to \$1,200,000 over an 18-month term.

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

Agreement No. _____

AGREEMENT FOR SERVICES BETWEEN THE COUNTY OF KINGS

AND

CALIFORNIA HEALTH COLLABORATIVE

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2022, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”), on behalf of its Department of Public Health; and California Health Collaborative, a California nonprofit public benefit corporation (CA Secretary of State entity No. 1124972) (hereinafter “Contractor”) (individually, a “Party”; collectively, the “Parties”).

R E C I T A L S

WHEREAS, County, on behalf of its Department of Public Health, requires services related to the prevention of the spread of COVID-19; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM

This Agreement shall be in full force and effect January 1, 2023, and shall terminate on June 30, 2024, unless otherwise terminated in accordance with its terms.

2. SCOPE OF SERVICES

County hereby engages Contractor and Contractor shall do, perform, and carry out the services as set forth in the Summary of Services attached as **Exhibit A**. Wherever the term “CONTRACTOR” is used in **Exhibit A**, it shall be understood to include all employees, agents, and subcontractors of Contractor engaged in the performance of the Agreement.

3. CONTRACTOR QUALIFICATIONS

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

Contractor affirms that it possesses all necessary and required licensure to perform the work under this Agreement. Such licensure may include, but is not limited to: Driver's license, professional license, certificate of tax-exempt status, and permits. Contractor affirms that all necessary and required licensure is current and valid and shall remain so for the term of the Agreement.

Contractor affirms that it has reviewed **Exhibit A** and agrees that, in Contractor's professional judgment, the work can and shall be completed within the maximum amount of costs and time as set forth in this Agreement.

4. COMPENSATION

A. County shall pay Contractor in accordance with the Operating Budget attached as **Exhibit B**. Contractor shall not be entitled to, nor shall County pay, any additional consideration, compensation, or other remuneration beyond that set forth in **Exhibit B**. Contractor shall expend all funds in accordance with this Agreement by June 30, 2024.

B. Invoicing and Payment.

1. Contractor shall invoice County monthly for amounts equal to the actual costs incurred for allowable items within thirty (30) calendar days following the end of the month in which services were delivered. For County's auditing purposes, the invoice for June 2023 must be received by County on or before July 10, 2023, and the invoice for June 2024 must be received by County on or before July 10, 2024.

2. Content of Invoices:

a. Invoices shall be in a format specified by or otherwise approved by County

b. Invoices shall be documented in sufficient detail for County's Auditor to determine that funds were expended for the intended purposes of the Agreement. Invoices shall include:

- (1) Descriptions of the service(s) rendered,
- (2) Recipient(s) of services,
- (3) Date(s) and time(s) of services, and
- (4) Charges for services.

c. Contractor shall support its costs through properly executed payrolls, time records, attendance records, invoices, contracts, detailed general ledgers, vouchers, orders, receipts, or any other documents pertaining in whole or in part to this Agreement.

d. No reimbursement for travel or per diem shall be made until actually incurred and paid by Contractor.

e. Reimbursement shall only be for expenditures that directly benefit County.

3. Contractor shall submit all invoices and audits electronically to County's Program Manager or his designee, unless the Program Manager directs that they be submitted differently.

4. County payments under this Agreement shall be on a cost reimbursement basis. Total payments over the term of the Agreement shall not exceed the "Term Total" established in **Exhibit B**.

5. County shall pay Contractor monthly in arrears within thirty (30) days of County's timely receipt of Contractor's invoice. Invoices will be reviewed and approved by County prior to payment.

6. County will make final payment upon its receipt of the reconciled expenditure and statistical reports for the period ending June 30, 2024, and the final invoice for all costs of the Agreement must be submitted no later than July 10, 2024. Final payment may be held until any necessary termination audit is completed.

C. **Audit Exceptions**. Contractor is responsible for the repayment to County of all audit exceptions resulting from audits performed by County, or by state or federal agencies, related to the Agreement. County reserves the right to recover such exceptions through offsets against future payments.

D. **Funding Source**. County's obligation to make payments to Contractor is contingent upon the appropriation of funds from various sources. Both program activities and funding allocations are subject to immediate reduction or termination in the event of the reduction or termination of funding or authorization.

5. **RECORDS AND INSPECTIONS.**

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

B. All financial records shall be prepared in accordance with generally accepted accounting procedures. Records shall properly accumulate and segregate expenditures by line item.

C. Contractor acknowledges that records under the Agreement may be subject the California Public Records Act (“CPRA”). Contractor will maintain records in a manner that facilitates compliance with the CPRA.

6. AMENDMENTS

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

7. BREACH AND TERMINATION

A. **Preservation of Rights Upon 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, equity, or under this Agreement.

B. **Termination Without Cause.** Either Party may terminate this Agreement without cause by giving the other Party at least 30 calendar days’ prior 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, County may terminate this Agreement effective immediately.

C. **Termination For Cause.**

1. **Notice of Breach.** This Agreement may be terminated by either Party should the other Party materially breach this Agreement. 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 or not the breach is able to be cured.

2. **Breach Subject to Cure.**

a. Unless otherwise specifically noted in the Notice of Breach, all breaches shall be deemed subject to cure.

b. 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 and written notice specifying the date of termination.

c. In the event the nature of the breach requires more time to cure than allowed in the Notice of Breach, 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:

- (1) Terminate the agreement immediately,
- (2) Terminate the agreement effective the date specified in the Notice of Breach, or
- (3) Grant the breaching Party additional time to cure.

d. If Contractor is the breaching Party, County may elect to cure the breach on its own. If County elects to cure the breach on its own, Contractor shall be liable for and bear all expenses County incurs curing the breach.

3. **Breach Not Subject to Cure.** If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate the Agreement, including the date the non-breaching Party intends the Agreement to terminate.

D. **No Waiver of Breach by Forebearance.** In no event will either Party's act of forbearance regarding previous acts by the other Party:

1. Constitute a breach of the non-breaching Party's obligations under this Agreement.
2. Waive the non-breaching Party's future right to assert the breach during the term of the Agreement.
3. Waive a Party's right to assert any future breach.
4. Impair or prejudice any remedy available to the non-breaching Party.

E. **Effects of Termination.** Termination of this Agreement shall not terminate Contractor's obligations or liability to County for any of the following:

1. Damages sustained by County because of Contractor's breach.
2. Contractor's duty to indemnify County.
3. Contractor's duty to maintain and make available to County any records pertaining to the Agreement.
4. Contractor's duty to confidentiality as described in Section 12 of this Agreement.
5. Contractor's duty to cooperate with any audit.
6. Contractor's subjection to offset.

7. Contractor's duty to report pre-termination contract activities.

8. INSURANCE

A. Contractor shall purchase prior to commencement of work on this Agreement, and maintain during the term of this Agreement, the following types of insurance for the minimum limits indicated:

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

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

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

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

B. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier, guaranteeing the coverage above to County. Such page shall be mailed as set forth under Section 19 of this Agreement prior to the execution of this Agreement. In the event Contractor fails to maintain insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

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

D. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be

construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

E. Contractor's purchase and maintenance of the above insurance policies, or any policies in addition to those listed above, does not limit County's right to obtain indemnification from Contractor or any third parties.

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 County in the performance of professional services under this Agreement. Contractor shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

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

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

D. The County's rights to indemnification are in addition to and shall not limit any other rights or remedies that County may have under law or this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of County. This Agreement is by and between 2 independent contractors. It is not intended to, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint-venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug-free workplace, and all health and safety standards set forth by the State and County.

12. CONFIDENTIALITY

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

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

13. CONFLICT OF INTEREST

Contractor warrants that neither its employees, Board of Directors, or officers, nor their immediate families have any financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) in its employ 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, or sexual orientation. 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. 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 have available a copy of County's

ADA grievance procedures as set forth in County's ADA Self-Evaluation, attached to this Agreement as **Exhibit D**.

16. SUBCONTRACTORS

If Contractor subcontracts any portion of its Scope of Work under the Agreement, Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors:

- A. Section 5, Records and Inspections,
- B. Section 8, Insurance
- C. Section 9, Indemnification
- D. Section 11, Compliance with Law
- E. Section 12, Confidentiality
- F. Section 13, Conflict of Interest
- G. Section 14, Nondiscrimination
- H. Section 15, ADA Compliance

17. ASSIGNMENT

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

18. UNFORESEEN CIRCUMSTANCES

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

19. OWNERSHIP OF DOCUMENTS

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

20. NOTICE

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

COUNTY: Kings County Public Health
Attn: Nicholas Montoya, Program Manager
330 Campus Drive
Hanford, CA 93230
Nicholas.Montoya@co.kings.ca.us

**WITH
COPY TO:** Heather.Silva@co.kings.ca.us

CONTRACTOR: California Health Collaborative
Attn: Daisy Lopez, Senior Director of Program Services
206 W. Eighth Street
Hanford, CA 93230
DLopez@healthcollaborative.org

B. Effective Date of Notice.

1. If notice is given by personal delivery, notice is effective as of the date of personal delivery.
2. If notice is given by fax, notice is effective as of the date of transmission.
3. If notice is given by overnight carrier, notice is effective as of the date of delivery.
4. If notice is given by e-mail, notice is effective as of the date it was sent.
5. If notice is given by mail, notice is effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

21. CHOICE OF LAW

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

22. SEVERABILITY

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

23. SURVIVAL

The following sections shall survive the termination of this Agreement:

- A. Section 5, Records and Inspections
- B. Section 8, Insurance
- C. Section 9, Indemnification
- D. Section 12, Confidentiality

24. NO THIRD-PARTY BENEFICIARIES

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

25. CONTRIBUTIONS OF BOTH PARTIES

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

26. AUTHORITY

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

27. COUNTERPARTS

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

28. ELECTRONIC SIGNATURES

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

29. IMAGED AGREEMENT

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

30. INCORPORATION OF RECITALS AND EXHIBITS

The attached Recitals and Exhibits are fully incorporated into and are integral parts of this Agreement.

31. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by County or Contractor other than those contained herein.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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


COUNTY OF KINGS

CALIFORNIA HEALTH
COLLABORATIVE

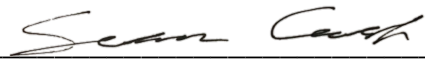
By: _____
Joe Neves, Chairman of the Board

By: DeAnne Blankenship
DeAnne Blankenship,
Interim CEO

Approved and Endorsements Received:

 12/2/2022
Sarah Poots, Risk Manager

APPROVED AS TO FORM:
Diane Freeman, County Counsel

By: 
Sean Cash, Deputy County Counsel

Exhibits /Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Budget
- Exhibit C:** HIPAA Business Associate Agreement & Data Security Standards
- Exhibit D:** Grievance Procedure under ADA or CA State Disability Civil Rights Laws

SUMMARY OF SERVICES

CONTRACTOR: California Health Collaborative
ADDRESS: 206 W. Eighth Street Hanford, CA 93230
SERVICES: COVID-19 Preventive Services
TELEPHONE: (559) 244-4526
CONTACTS: Daisy Lopez, Senior Director of Program Services
EMAIL: dlopez@healthcollaborative.org

OVERVIEW

California Health Collaborative (CONTRACTOR) shall provide COVID-19 prevention and intervention services that will assist KCDPH protect and serve the county's residents. Services are intended to prevent the spread of the disease as well as reduce COVID-19 related disparities by advancing health equity in underserved and disproportionately affected populations of Kings County. The services provided by the vendor shall include providing self-administered COVID-19 Polymerase Chain Reaction (PCR) testing to the public, hosting community COVID-19 testing and vaccine events, providing community outreach services, and creating a Promotor/Community Health Worker network to provide health education and health referrals to underserved populations residing in the County.

I. TARGET POPULATION

Services will be restricted to persons residing in Kings County.

II. SCHEDULE AND LOCATION OF SERVICES

Services shall be provided at the locations and during the schedule listed below, except holidays that are observed by the KCDPH. KCDPH may approve other holidays or closures as requested in advance by CONTRACTOR.

A. Office Location and Hours of Operation

1. CONTRACTOR shall have an office location in Kings County
2. Hours of Operation shall include at minimum unless otherwise approved by KCDPH:
 - a) Monday through Friday, 8 am – 5 pm
 - b) Weekend hours as needed and agreed upon between KCDPH and CONTRACTOR

3. CONTRACTOR will work with KCDPH to create a staffing schedule to meet service needs in out of office locations that includes weekend and hours outside of 8 am-5 pm.

III. KCDPH RESPONSIBILITIES

KCDPH shall:

- A. Provide CONTRACTOR with updates on COVID-19 policies
- B. Partner with CONTRACTOR on creating Promotor and Community Health Worker (CHW) network
- C. Meet with CONTRACTOR's staff as often as needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services

IV. PROGRAM GOAL

The program shall have as its goal reducing the spread and limiting the harm of the COVID-19 virus by providing prevention and intervention services throughout Kings County, with a focus on removing health disparities and a promotion of health equity. The program shall accomplish this goal by providing services that include:

- A. **COVID-19 Self-Administered Polymerase Chain Reaction (PCR) testing for the public**
- B. **Community Outreach**
- C. **Development of a Promotor/Community Health Workers (PCHW) Network**

IV. PROGRAM SERVICES

CONTRACTOR shall provide services supporting the prevention of the spread of COVID-19 listed below. CONTRACTOR shall follow standard protocols and shall maintain confidentiality of sensitive personal and protected health information.

- A. **COVID-19 Testing**

CONTRACTOR shall:

1. Work with KCDPH to become eligible to provide COVID-19 testing
2. Once eligible, provide COVID-19 testing at mutually agreed upon sites, as well as pick-up and drop-off COVID-19 tests to KCDPH

B. Community Outreach

Outreach is defined as engagement with Kings County residents to provide education and resources addressing COVID-19 and social determinants of health (SDoH). The objective is for CONTRACTOR to establish rapport with clients to become a trusted fixture within the community. Outreach will include, but not be limited to, COVID-19 vaccine and testing promotion and services that address SDoH via:

1. Canvasing
2. Social Media
 - a) All social media expenditures and activities associated with this agreement require KCDPH prior approval
3. Phone banking
4. Tabling
5. TV, radio, and billboard advertisement (must be individually approved by KCDPH)
6. COVID-19 testing and vaccine events

C. PCHW Network

PCHW model provides health education, screening, and linkages to services to the public that address SDoH. This innovative model for community engagement highlights the role of grassroots and community leaders engaging families to improve their lives by increasing awareness about factors that affect their health. Services shall include:

1. Partner with KCDPH to establish PCHW network in Kings County that consists of PCHW from each City in Kings County
2. Host monthly meetings in both
 - a) English
 - b) Spanish (upon KCDPH request)
3. Provide education to address SDoH and COVID-19 related disparities, chronic disease management and prevention
4. Provide appropriate community linkages to wrap around services by using appropriate SDoH screening or assessment tools to determine barriers of individual community members
5. Address cultural, linguistic, and literacy needs of the identified target population within Kings County
6. Provide referrals and linkages to health services including:
 - a) Use appropriate screening or assessment tools to determine barriers of individual community members
 - b) Develop a care plan, when appropriate, to address identified barriers of the client
 - c) Provide linkages and referrals to services based on identified needs
 - d) Provide appropriate level of care coordination to ensure care plan goals are met

7. Address health issues that include (not limited to) the control and prevention of chronic conditions; Preventive health services include:
 - a) Health Education
 - b) Health Navigation
 - c) Screening and Assessment
 - d) Individual Support and Advocacy
8. Enter and track all data (assessments, follow up, material distribution, etc.) in a designated tracking tool and/or use an assigned data management system as determined by the KCDPH

V. REPORTING REQUIREMENTS

A. HIPAA Business Associate

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”).
2. CONTRACTOR shall meet all requirements of Exhibit C “HIPAA Business Associate Exhibit” and “Business Associate Data Security Standards.”

B. Meeting with KCDPH

CONTRACTOR will be responsible for meeting virtually, or in person, with KCDPH monthly, or more often as requested by KCDPH, for contract and performance monitoring.

C. Monthly Reporting

With its monthly invoices, CONTRACTOR will be required to submit a monthly report to KCDPH that will include CONTRACTOR’s activity over the previous month, as well as other program information requested by KCDPH

VI. PERFORMANCE MEASURES

For each contract period, CONTRACTOR shall meet the following performance measurements and levels. Performance measures are subject to change, and can be modified in writing by KCDPH:

A. Outcome 1: Decrease the Spread of COVID-19 in Kings County

A minimum of 18 testing or vaccination events will be hosted throughout Kings County by June 30, 2024.

1. Progress will be measured by the completion of 18 vaccine or testing events hosted by CONTRACTOR
2. CONTRACTOR shall host a minimum of 4 testing or vaccination events, approved by KCDPH, per month over the term of the Agreement

B. Outcome 2: Community Outreach

By June 30, 2024, the CONTRACTOR will provide a minimum of 200 instances of Community Outreach (tabling, canvassing and/or formal vaccination and testing events) throughout Kings County.

1. Progress will be measured by the completion of 200 community outreach events
2. CONTRACTOR will complete 2-3 outreach events per week

C. Outcome 3: Kings County PCHW Network

1. CONTRACTOR will complete a PCHW training (if needed)
2. CONTRACTOR/PCHW will participate in/host, at minimum, 16 community events promoting health and wellbeing approved by KCDPH (25% of outcome)
3. CONTRACTOR will complete a total of 400 screenings for SDoH (25% of outcome)
4. CONTRACTOR will link 200 county residents to services that address SDoH (25%)
5. 100 county residents screened by CONTRACTOR will successfully access services that address SDoH (25%)

BUDGET

ORGANIZATION: California Health Collaborative
SERVICES: COVID-19 Prevention Services
CONTRACT TERM: 12/31/2022 – 6/30/2024
TERM AMOUNT: \$ 1,200,000

BUDGET CATEGORY	TOTAL
SALARIES	\$429,585.00
Positions Project Director (.45 FTE) Program Manager (1.0 FTE) Communications Coordinator (1.0 FTE) Community Health Worker (3.0 FTE) *may include parttime staff Any deviation in FTE requires KCDPH approval.	
BENEFITS AND PAYROLL TAXES (32.5% of Salaries)	\$ 100,403.00
Includes Health Insurance, Retirement, Life Insurance, FICA, SUI	
INSURANCE	\$0.00
Includes costs are included in the indirect rate of this budget proposal.	
COMMUNICATIONS	\$9,000.00
Includes costs associated with telephones, server access and maintenance, computer maintenance and updates, email hosting, cloud-based expense tracking software for budgeted staff. Estimated at \$500.00 per month x 18 months= \$9000	
OFFICE EXPENSES	\$2,500.00
Includes general office supplies to support program and youth activities such as pens, pencils, paper, paperclips, binders, notepads, easel pads, mailing labels, markers, highlighters, tape, glue, staples, file folders, laser and color printer cartridges, etc. Estimated at \$138 per month x 18 months=\$2,500	
OFFICE LEASE	\$4,000.00
Includes Office space, utilities, and communications cost for share of Kings County Office. Office will be used by program staff and Community Health Workers to prepare for program activities, host meetings with community members and store materials. Estimated at \$222 per month x 18 months= \$4000	
EQUIPMENT PURCHASE	\$14,400.00
Includes purchase of laptops or other mobile computer device (such as an iPad with keyboard) for program staff and community health workers to connect residents to resources while out in community, organize referrals and data tracking, host outreach activities online via social media or phone banking, among other activities. Estimated cost is \$2400 per community health worker (5) and one additional laptop for the program manager. \$2400 x 5= \$14,400	
TRANSPORTATION	\$ 10,000.00
Includes travel costs associated with completing outreach or community engagement activities with community health workers throughout Kings County. Mileage is paid at 0.625 per mile and estimated at 850-900 miles combined travel per month for all staff and community health workers. Miles x 0.625 x 18 months= \$10,000	
PROGRAM SUPPLIES	\$11,500.00
Program supplies to include:	

Printing- Expenses for in-house and outside vendor printing and duplicating of COVID-19 outreach materials, such as flyers, community outreach calendars, educational brochures, screening tools, forms for documentation, and community resources. Printing of outreach materials, such as a project tablecloth, project canopy, and project banners that will support in creating branding for the project. Estimated at \$500 per month x 18 months= \$9,000

Educational Materials and Resources: Manuals, packets or resources for Community Health Workers to use in community and/or during training to ensure they are prepared when meeting with community residents. May include information and educational materials related to COVID-19 Vaccine and testing information, resources for distribution to the community, or other resource materials. Estimated at \$2,500.

OTHER	\$20,564.00
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Includes costs for staff training and additional KCDPH approved costs to respond to agreement services.

SUBCONTRACTS	\$502,500.00
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Subcontract with Kings United Way in the amount of \$110,000 to include
Call Center Contracted Services to provide screening on all 211 callers regarding vaccine and testing access, 211 Intelliful™ mobile app to ensure contractor updates vaccine resources in mobile app (in English and Spanish), iCarol API key/customization to enable vaccine access workflows on 211 platforms, Website Customization to create custom workflow on 211kingscounty.org (home page) detailing COVID prevention activities including, but not limited to, vaccine clinics, tabling events, prevention information, food and housing services if your household is affected by COVID, etc, Community Outreach (211 Coordinator), 211 Database Specialist to ensure resource information in 211 database is current, and accurate, in both English and Spanish for call center, website, mobile app, etc. Work with over 650 resource agencies in 211 database to set-up tabling events for COVID prevention activities and author monthly Community Outreach Calendar, Referral Exchange Specialist for facilitating community resource referrals for COVID-related services on the Referral Exchange platform.

Subcontract with CBO for CHW/P program support \$42,500
Training and Technical Assistance from the Community Health Worker Training Center supports organizations in developing or deploying evidence based CHW/P programs.

Subcontract with CBO for Promotor and additional COVID-19 preventative services \$250,000
To provide Promotor and additional COVID-19 preventative services.

Subcontract for advertisement \$100,000
TV, radio, billboard advertisement approved by KCDPH

INDIRECT COSTS	\$95,548.00
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Indirect costs claimed

TERM TOTAL	\$1,200,000.00
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Exhibit C
HIPAA Business Associate Exhibit

I. Recitals.

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

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

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

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

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

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

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

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

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

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

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

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

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

2) **Services to be Provided by the Business Associate.** Business Associate will provide COVID-19 testing services. Said services are set forth in the Exhibit A.

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

1) Complying with all of the data system security precautions listed in

the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

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

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

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

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

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

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

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

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

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

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

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

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

IV. Obligations of County.

County agrees to:

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

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

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

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

VI. Termination.

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

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

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

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

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

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from

County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

Attachment 2
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

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

release.

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

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

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

II. **System Security Controls.**

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than five (5) minutes of inactivity.

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

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

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

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

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

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

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

Exhibit D

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but not later than sixty (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.)

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				
TOTAL						

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

(B) Budget Transfer:

Transfer From:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Health – Communicable Disease Clinic	Computer Software	100000	411300/ 401200	92036	\$450,000
TOTAL						\$450,000

Transfer To:			FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Health – Communicable Disease Clinic	Contractual Services	100000	411300/ 401200	92047	\$450,000
TOTAL						\$450,000

Explanation: To fund the California Health Collaborative agreement of \$1,200,000 a budget transfer of \$450,000 is requested from Computer Software 92036 to Contractual Services 92047. Currently the Contractual Services is \$750,000.

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 December 13, 2022

SUBMITTED BY: Administration – Edward D. Hill/ Kyria Martinez

SUBJECT: AGREEMENT EXTENSION FOR FEDERAL LEGISLATIVE ADVOCATE SERVICES

SUMMARY:

Overview:

Kings County has contracted for Legislative Advocacy at the federal level for the past fifteen years. To continue this relationship, a one-year contract amendment with the current consultant, Paragon Government Relations, Inc. (PGR), through December 31, 2023 is requested. The County entered into a new agreement with Paragon on January 2022 and is current active, this amendment would extend the contract for an additional year.

Recommendation:

Approve the first Amendment with Paragon Government Relations, Inc. to perform federal legislative advocacy services for Kings County through December 31, 2023.

Fiscal Impact:

The cost of the Agreement is for an amount not to exceed \$7,648 monthly for the third contract period, through December 31, 2023. There is no increase to the contract. The contract cost is reflected in the Fiscal Year 2022-2023 Adopted Budget for the County Administration budget 111000.

BACKGROUND:

Kings County first contracted with PGR (previously known as Waterman & Associates) beginning on January 1, 2007. The firm provides professional federal advocacy on behalf of Kings County, which includes representation of the County’s interests before Congress and federal agencies. PGR specializes in representing county interests and has done so for over three decades. Paragon has worked effectively with Kings County over the years to establish legislative and regulatory priorities, assist with strategic planning, and advocate to advance and protect the County’s interests at the federal level.

As the County’s eyes and ears in the nation’s capital, the firm keeps a close watch on congressional and regulatory activities. They work closely with the CAO’s office on how best to respond to federal activity, as well as how to navigate complex policy and political debates. When appropriate, Paragon will draft official correspondence on behalf of the Board.

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AGREEMENT EXTENSION FOR FEDERAL LEGISLATIVE ADVOCATE SERVICES

December 13, 2022

Page 2 of 2

In addition, PGR provides the County with a number of written federal updates, including a weekly legislative outlook when Congress is in session, as well as a quarterly report detailing recent legislative and regulatory activities.

Paragon also provides frequent and targeted information to the Board, including a detailed analysis of legislative proposals and regulations that may impact the County.

Many of the funding opportunities available through the State would not be available if the programs were not first adequately funded at the federal level.

Paragon Government Relations has helped schedule and coordinate meetings for County officials with key members of Congress, committee staff, and federal agency officials. Among other things, the firm drafts issue briefs and other pertinent documentation that help advance the County's priorities. Following these meetings, the Paragon team conducts the necessary follow-up with congressional staff and agency officials.

While there may be other associations and groups that advocate on similar issues, Paragon has a direct line of communication to the County's congressional delegation, as well as the expertise and knowledge, to know how to respond on behalf of the Board. In addition, the team at PGR has an outstanding relationship with the County's congressional representatives.

The County's presence at the federal level since 2007 has been significantly enhanced by its partnership with PGR. As a result, staff recommends continuing the current agreement for an additional year through December 31, 2023. Staff recommends the Board approve the new agreement with PGR through December 31, 2023.

County Counsel has reviewed and approved the agreement as to form.

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS AND PARAGON GOVERNMENT RELATIONS**

This first amendment to that Agreement commencing on January 1, 2022, (“Amendment I”) is made on the _____ day of, December 2022, by and between the County of Kings (“County”) and Paragon Government Relations (“Contractor”) upon the following terms and conditions:

RECITALS

WHEREAS, the County and Contractor entered into that Agreement commencing January 1, 2022, for professional federal advocacy and related services on behalf of Kings County;

WHEREAS, as set forth on Page 4 of that Agreement, the parties may modify the Agreement by a written document duly signed by the County and the President and Vice President of Contractor; and

WHEREAS, the parties intend to modify this Agreement to extend its term for one additional year.

NOW, THEREFORE, the parties agree as follows:

1. Section III titled “DURATION OF AGREEMENT” shall be amended as follows:

This Agreement shall commence on January 1, 2022, and continue through December 31, 2023. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

2. Section IV titled “CONSIDERATION” shall be amended as follows:

As consideration for the services to be provided by PGR, Kings County shall pay PGR a monthly fee as follows:

\$7,468 monthly during the period of January 1, 2022 through December 31, 2023.

Direct expenses incurred by PGR on behalf of Kings County will be reimbursed by receipts, including travel approved by the County, as well as incidental costs such as taxicabs, etc.

3. The recitals are an integral part of this Amendment and are incorporated herein.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES ON PAGE TO FOLLOW

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

COUNTY OF KINGS

PARAGON GOVERNMENT RELATIONS

By: _____
Joe Neves, Chair

By:  _____
Joe Krahn, President

ATTEST

By:  _____
Tom Joseph, Vice President

By: _____
Catherine Venturella, Clerk to the Board

**APPROVED BY RISK MANAGEMENT
AS TO INSURANCE**

By:  12/1/2022
Sarah Poots, Risk Manager

APPROVED AS TO FORM:

By:  _____
Diane Freeman, County Counsel



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM December 13, 2022

SUBMITTED BY: Administration – Edward D. Hill/Kyria Martinez

SUBJECT: KINGS COUNTY AMERICAN RESCUE PLAN ACT SMALL BUSINESS ASSISTANCE PROGRAM

SUMMARY:

Overview:

The Kings County Board of Supervisors authorized \$6 million in funding for small business support in Kings County. The allocation is a portion of the more than \$29.7 million of American Rescue Plan Act funding that County received to assist with response to and recovery from the COVID-19 public health emergency. On August 3, 2021 the Board approved the allocation of \$500,000 for Small Business assistance in a form of a grant program. On June 21, 2022, the Job Training Office brought a study session on the proposed program to receive feedback from the Board on the original allocation of \$500,000 at that time the Board voted to increase the allocation from \$500,000 to \$6 million. County staff is presenting an update on the program since the inception of the program following that increased allocation.

Recommendation:

- a. Receive an update on the Kings County American Rescue Plan Act Small Business Assistance program;
- b. Direct staff on the Kings County American Rescue Plan Act Small Business Assistance program.

Fiscal Impact:

Total funding approved by the Board of Supervisors through the adopted fiscal year 2022/23 budget is \$6,000,000. Funding for this program resides within the ARPA Budget unit 110100. To date staff has distributed approximately \$2,133,391 million dollars. This program has a remaining balance of \$3,866,069.

BACKGROUND:

The State and Local Coronavirus Fiscal Recovery Funds legislation, part of the American Rescue Plan Act (ARPA), was signed into law by President Biden on March 11, 2021. The bill includes \$65.1 billion in direct, flexible aid to every county in America. Kings County was allocated \$29,706,802 and since 2021 have designated funds through the ARPA Committee.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

KINGS COUNTY AMERICAN RESCUE PLAN ACT SMALL BUSINESS ASSISTANCE PROGRAM

December 13, 2022

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In late August of this year the notification of the Small Business Assistance Program was announced pursuant to ARPA final rules as issued by the United States Department of the Treasury, “small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, or increased costs” in response to these challenges, and as part of a continued dedication to support small businesses in Kings County. The County developed a Notice of Funding Availability (NOFA) and the program began accepting applications online only through the County website. The award was up to \$25,000 per household. As of December 7, 2022 the County has received and reviewed all applications to date in the amount of 398. The county still can receive applications. The county has approved 118 applications, disqualified 237 because criteria was not met, out of those 118 applications approved 100 have received their award, and 18 are pending to receive funds.

The County allocated the funding amounts per city with the following amounts: City of Avenal allocation is \$540,000 with \$9,674 allocated with \$530,326 still available for funding; City of Corcoran allocation of \$840,000 with \$210,501 allocated with \$629,499 still available for funding; City of Hanford allocation of \$2,280,000 with \$794,364 still available for funding; City of Lemoore allocation of \$1,020,000 with \$281,864 allocated with \$738,136 still available for funding and in the unincorporated county allocated amount of \$1,320,000 with \$143,511 allocated with \$1,176,489 remaining.

County staff is presenting the results of the status of the program and concludes all applications submitted have been reviewed. The purpose of the program is no longer being met and staff is recommending the program be discontinued effective 12/31/2022.