

**Board Members**

Joe Neves, District 1  
Richard Valle, District 2, Chairman  
Doug Verboon, District 3, Vice Chairman  
Rusty Robinson, District 4  
Richard Fagundes, District 5



**Staff**

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

## Board of Supervisors Regular Meeting Agenda

**Date:** Tuesday, January 24, 2023  
**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](mailto: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=m45a15b8391aa9f0264794921f5aba425>

or by sending an email to [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us) on the morning of the meeting for an automated email response with the WebEx meeting 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](http://www.countyofkings.com) and click on the "Join Meeting" button or by clicking this link:

<https://youtu.be/09KV6P7w5Ns>

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

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for the Board's consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, only the names of who have submitted comments will be read into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will become part of the record of the next meeting. Email is not monitored during the meeting. To submit written comments by email, please forward them to [bosquestions@co.kings.ca.us](mailto: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 January 10, 2023.
- B. Approval of the minutes from the regular meeting for January 10, 2023.
- C. Approval of the minutes from the special meeting for January 10, 2023.

**IV. CONSENT CALENDAR**

**A. Public Health Department:**

- 1. a. Consider approving the Agreement with United Health Centers of the San Joaquin Valley for COVID-19 Services;
- b. Adopt the budget change. **(4/5 vote required)**

**B. Sheriff's Office:**

- 1. a. Consider adopting a Resolution authorizing the participation in the Gun Violence Reduction Program retroactively effective from January 1, 2023 through January 1, 2025;
- b. Authorize the Sheriff to sign the Memorandum of Understanding for the Gun Violence Reduction Program;
- c. Adopt the budget change. **(4/5 vote required)**

**C. Administration:**

- 1. Consider adopting a Resolution approving the financing and the issuance of up to \$450,000,000 in revenue bonds, notes and bond anticipation notes by the California Public Finance Authority for Kendal at Ventura.

**V. REGULAR AGENDA ITEMS**

**A. Behavioral Health Department – Lisa Lewis/Amanda Verhaege**

- 1. Consider approving the Memorandum of Understanding between the California Department of State Hospitals and CalMHSA, retroactively effective from July 1, 2022, through February 28, 2023.

**B. Community Development Agency – Chuck Kinney**

- 1. Consider determining whether to continue the historical practice of having the Department of Alcoholic Beverage Control continue to send Public Convenience or Necessity requests to the Community Development Agency to then agendize for the Boards discretion or delegate the authority to an officer or body to make determinations of Public Convenience or Necessity for persons/premises applying for an ABC license and direct staff to notify the Department of ABC's of the Board's determination.

**C. Public Health Department – Rose Mary Rahn**

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



**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**

- ◆ **Personnel Matter: [Govt Code Section 54957]**  
**Public Employee Appointment: Director of Finance**
- ◆ **Conference with Labor Negotiator: [Govt. Code Section 54957.6]**  
**Negotiator: Edward Hill**
  - Unrepresented Management
- ◆ **Workers Compensation: (1 Case) [Govt. Code Section 54956.95]**
- ◆ **Significant exposure to litigation: (1 Case) Notice of Case Closure and Right to Sue;**  
**CRD Matter 202212-19242728**  
**[Govt. Code Section 54956.9(d)(2)(e)(2)]**

**VIII. ADJOURNMENT**

The next regularly scheduled meeting will be held Tuesday, January 31, 2023 at 9:00 AM.

**IX. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING**

<b>FUTURE MEETINGS AND EVENTS</b>		
January 31	9:00 AM	Regular Meeting
February 7	9:00 AM	Regular Meeting
February 14	--	Regular Meeting Canceled - Board Members participating in National Association of Counties Legislative Conference
February 15,16, 17	9:00 AM	Board of Equalization – Leprino Foods Co. Hearing
February 21	--	Regular Meeting Canceled due to President’s Day Holiday on February 20
February 28	9:00 AM	Regular Meeting

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

**Board Members**

Joe Neves, District 1  
Richard Valle, District 2, Chairman  
Doug Verboon, District 3, Vice Chairman  
Rusty Robinson, District 4  
Richard Fagundes, District 5



**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, January 10, 2023  
**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](mailto:bosquestions@co.kings.ca.us) ❖ website: <https://www.countyofkings.com>

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- I. 9:00 AM **CALL TO ORDER**  
ROLL CALL – Clerk of the Board  
INVOCATION – Pastor Chad Fagundes – Koinonia Church  
PLEDGE OF ALLEGIANCE  
ALL MEMBERS PRESENT



**II. UNSCHEDULED APPEARANCES**

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

**Diane Freeman, County Counsel stated that the Board of Supervisors will take public comment today as agendaized and she advised that the Board has no authority to involve itself in the election process and will not engage over these matters in open session, any discussions on the topic will be in closed session solely on seeking the advise from Counsel on the threat of litigation.**

**Cal Rossi, Southern California Edison Government Relations Manager introduced himself to the Board and stated that he looks forward to working with the Board as the liaison.**

**Mark Devine, Kings County resident and former Hanford City Planning Commissioner and City Council member stated that every vote counts and asked the Board to be transparent and allow all 150 votes that were disputed to be counted for transparency.**

**Barbara Martin, Kings County resident stated that she wanted to learn how the absentee ballots were counted and toured the Kings County Elections Department and witnessed the process and how signature discrepancies are handled and was very pleased with the process and stated her concerns with how the State intervenes in the process and stated that a committee may be able to help to secure the votes are counted.**

**Maxine Bennett, Kings County resident and volunteer who has worked the Elections in Kings County for over 20 years stated that there are 150 ballots for signature discrepancies and those ballots should be counted and matter locally.**

**David Shepard, Tulare County resident stated that the position of Registrar of Voters is a Department Head appointed by the Board of Supervisors, so he asked to have the 150 ballot signature discrepancy votes to be counted going against the decision of the Registrar of Voters.**

**Andreas Borgeas, Fresno County resident requested that the Board of Supervisors review the Registrar of Voters decision on the challenged ballots with signature discrepancies due to a direct violation of the elections code and allow the recount to happen correctly and negate the need for litigation.**

**Catherine Venturella, Clerk to the Board of Supervisors stated that letters were received this morning and all Board members will receive copies and they will become part of the permanent record of today's meeting.**

**Ivette Chaidez, Kings County resident stated that she is a first time voter in this election and became a volunteer in 2020 and watched the ballot counting and the signature verification process and found this to be a positive experience and pleased with what she witnessed and was surprised to hear that a recount was requested.**

**III. APPROVAL OF MINUTES**

**A. Report out of Closed Session from the regular meeting for January 3, 2023.**

**REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at their January 3, 2023 meeting.**

**B. Approval of the minutes from the regular meeting for January 3, 2023.**

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



**IV.**

**CONSENT CALENDAR**

**A. Department of Finance:**

1. Consider approving the Agreement with MGT of America, Inc. to provide State Mandated Program claims assistance and preparation for Fiscal Year 2021-2022 through Fiscal Year 2023-2024. [AGMT 23-002]

**B. Human Services Agency:**

1. Consider approving the Agreement with the University of California, Davis, for the purpose of Eligibility Services, Supportive Services, Employment Services, Adult Protective Services, and Child Welfare Worker trainings, effective January 10, 2023, through January 9, 2024. [AGMT 23-003]

**C. Information Technology Department:**

1. Consider approving the Agreement with Okta for multi-factor authentication and single sign on services. [AGMT 23-001]

**D. Public Health Department:**

1. Consider approving the amendment to Agreement 22-195 between the County and the California Department of Public Health to include the Contractor Certification Clause 04/2017 and Department of General Services Office of Legal Services 04 forms and the terms contained therein. [AGMT 22-195.1]
2. Consider approving the amendment to Agreement 18-10871 between the County and the California Department of Public Health to provide support services to people in Kings County with Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome. [AGMT 19-044.1]

**E. Sheriff's Office:**

1. a. Consider authorizing the Sheriff's Office to allow the Deputy Sheriffs' Association to purchase the service handgun for Deputy Sheriff Jerry Blackburn;
- b. Approve the purchase of a Glock handgun as replacement;
- c. Adopt the budget change. (4/5 vote required)

**F. Administration:**

1. Consider approving the Agreement with the Corcoran Cemetery District for American Rescue Plan Act relief funding. [AGMT 23-004]

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

**V.**

**REGULAR AGENDA ITEMS**

**A. Administration – Edward Hill**

**Chemical Waste Management – Bob Henry**

1. Consider accepting the report from Chemical Waste Management.

**ITEM WAS PULLED AND WILL BE BROUGHT BACK ON THE JANUARY 24, 2023 MEETING AGENDA**

**B. Department of Finance – Jim Erb**

1. Consider adopting the budget adjustment from contingencies to cover the actual loss of \$84,988.

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

**C. Public Works Department – Dominic Tyburski/Mitchel Cabrera**

1. Consider approving the Notice of Completion for the Senate Bill -1 FY 21-22 Funded Kings County Roadway Improvement Project to provide notice to interested parties that the work has been completed.

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



**VI.**

**BOARD MEMBER ANNOUNCEMENTS OR REPORTS**

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

**Supervisor Neves stated that he attended the Agriculture program at Island Elementary School, toured the Fresno County watershed area that feeds into Kings County to prepare for the future, attended the American Legion breakfast, attended a basketball game in Reedley and toured the river and attended the South Fork Kings Groundwater Sustainability meeting.**

**Supervisor Verboon stated that he attended the funeral for Dennis Mann and discussed topics from his eulogy.**

**Supervisor Robinson stated that he attended a meeting with water engineers and stated that he learned that 93% of the water in the Delta System is flushed to the ocean.**

**Supervisor Valle wished his son Kobe Happy 21<sup>st</sup> Birthday tomorrow and stated that he is in his Junior year at Fresno State University.**

- ◆ **Board Correspondence: None**
- ◆ **Upcoming Events: Edward Hill stated that Lemoore Parks & Recreation will be hosting a Mini Music Makers Class on Thursdays. The next class will be January 12, 2023 at 4:15 p.m. Children ages 5 and under will experiment with instruments and learn rhythm and beats. Parents must be present with their child and classes are held in the dance room. Classes are \$25 per month. The Children's Storybook Garden and Museum will be hosting a Mad Hatter Tea Party on Saturday, January 28, 2023 from 10:00 a.m. to 12:00 p.m. The event is for ages 6 & under. There will be games, snacks and face painting. For more information please visit the Children's Storybook Garden & Museum website. Admittance varies depending on membership. The Rotary Club of Hanford will host its 45<sup>th</sup> Annual Crab Feed Fundraiser on Saturday, February 4, 2023 at the Hanford Civic Auditorium. Tickets are \$100. There are also various sponsorship opportunities available ranging from \$1,000 to \$5,000. He stated that the Kings Area Rural Transit (KART) announced that individuals can purchase a three month pass for January, February, and March 2023 for only \$20.00. The pass is good for all local, and out of town routes. For more information contact KART.**
- ◆ **Information on Future Agenda Items: Edward Hill stated that the following agenda items would be on a future agenda: Public Health Department - COVID 19, Influenza, and RSV update, and Administration will have the Waste Management report pulled from today's agenda.**

**VII.**

**CLOSED SESSION**

- ◆ **Significant exposure to litigation: (1 Case)  
[Govt. Code Section 54956.9 (d)(2)(e)(4)]**
- ◆ **Personnel Matter: Public Employee Discipline/Dismissal/Release  
[Govt. Code Section 54957]**



**VIII. ADJOURNMENT**

**The Regular Meeting for the Board of Supervisors for Tuesday, January 17, 2023 has been canceled due to the observance of Martin Luther King Jr. Holiday on January 16, 2023.**

The next regularly scheduled meeting will be held Tuesday, January 24, 2023 at 9:00 AM.

**IX. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING**

**X. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING**

***FUTURE MEETINGS AND EVENTS***

January 17	--	Regular Meeting Canceled due to Martin Luther King Jr. Holiday on January 16
January 24	9:00 AM	Regular Meeting
January 31	9:00 AM	Regular Meeting
February 7	9:00 AM	Regular Meeting

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



I, Carson Macedo cast my ballot for the previous election and I am sending this because I want my vote counted. I am currently out of the country and will be returning at the end of January. I appreciate the cooperation in making sure my vote is accounted for.

Thank you very much,

Carson Macedo

7956 20th Ave

Lemoore CA 93245

Jacob Pepe  
130 Maple Way  
Hanford, Ca 93230

January 9, 2023

RE: mail-in ballot

To whom it may concern,

My name is Jacob Pepe Please accept this letter as a notification that I voted at my home here in Kings County signed and mailed my ballot back to the county. After the election, I received a letter stating that my signature did not match the signature on file. I have spastice diplegia so my signature can be hard to read how ever I signed and sent back the verification form. My question is was my vote counted? I would appreciate any information on this matter.

Thank you,

Jacob Pepe

BELL, McANDREWS & HILTACHK, LLP  
ATTORNEYS AND COUNSELORS AT LAW

455 CAPITOL MALL, SUITE 600  
SACRAMENTO, CA 95814

(916) 442-7757  
FAX (916) 442-7759

January 3, 2023

***BY ELECTRONIC TRANSMISSION***

Diane Freeman, *Esq.*  
County Counsel  
Kings County  
1400 W Lacey Blvd, Bldg 4.  
Hanford, CA 93230-5905

**Re: Senate District 16 Recount**

Dear Ms. Freeman:

This law firm represents David Shepard who has requested a recount for the Senate District 16 race. This letter will serve as a notice of our client's concerns relative to the conduct of the recount in Kings County.

Our client's primary concern involves the review of unopened vote by mail (VBM) ballot envelopes in Kings County for the SD 16 race. The Elections Code provides that "all ballots, whether voted or not, and any other relevant material may be examined as part of any recount if the voter requesting the recount so requests." (Elec. Code §, 15630; e.g., *Americans for Safe Access v. County of Alameda* (2009) 174 Cal. App. 4th 1287, 1292 [Request for examination of four kinds of "other relevant material" was improperly denied by registrar of voters, whose ground for denial was his conclusion that those materials were not relevant].)

**Challenges to VBM Ballots/Ballot Envelopes:** Secretary of State regulation 20823 allows challenges to be made to ballots that have been allegedly improperly included or excluded in the vote count. Regulation 20823 provides that challenges may be made to "[a] voted ballot that was not counted in the official canvass, including a rejected unopened vote by mail or provisional ballot." Regulation 20823 continues that a challenged ballot "may be ... added to the count if the elections official determines that the ballot was properly cast."

**"Presumption" of Validity:** The process for reviewing VBM ballot envelope signatures (including during a recount) is prescribed by the Elections Code and Secretary of State regulations. First, Elections Code section 3019(a)(2)(A) states specifically that "[a] presumption exists that the signature on the [VBM] envelope ... is the voter's signature." Second, when reviewing a challenged signature, "[a]n exact match is not required for an elections official to determine that a voter's signature is valid. The fact that signatures share similar characteristics is sufficient to determine that a signature is valid." (Elec. Code, § 3019(a)(2)(B); see also Cal. Code Regs. Tit. 2, § 20960 ["(d) ... The fact that signatures share similar characteristics is sufficient to determine that a signature is valid. (e) Similar characteristics between a signature being compared and any signature in the voter's registration record are sufficient to determine a signature is valid"].)

## BY ELECTRONIC TRANSMISSION

Letter to Kings County

January 3, 2023

Page 2 of 3

Importantly, Elections Code section 3019(a)(2)(C) provides that in reviewing VBM signatures, the ROV “*shall* consider explanations for discrepancies between signatures that are specified in regulations promulgated by the Secretary of State.” Use of the term “shall” by the Legislature means the ROV *must* consider SOS regulations in conducting signature comparison for VBM ballots. (Elec. Code, § 354 [“‘Shall’ is mandatory....”].)

**Mandatory Secretary of State Regulations:** Secretary of State regulation 20960 provides that “[t]he comparison of a signature shall begin with the basic presumption that the signature on the petition or ballot envelope is the voter’s signature.” Regulation 20960 provides further that “[i]n comparing signatures of vote-by-mail identification envelopes and provisional ballot envelopes, elections officials *shall* consider as explanations for the following discrepancies in signatures:

- Evidence of trembling or shaking in a signature could be health-related or the result of aging.
- The voter may have used a diminutive of their full legal name, including, but not limited to the use of initials, or the rearrangement of components of their full legal name, such as a reversal of first and last names, use of a middle name in place of a first name, or omitting a second last name.
- The voter’s signature style may have changed over time.
- The signature on the vote-by-mail identification envelope or provisional ballot envelope may have been written in haste.
- A signature in the voter’s registration file may have been written with a stylus pen or other electronic signature tool that may result in a thick or fuzzy quality.
- The surface of the location where the signature was made may have been hard, soft, uneven, or unstable.

These criteria clearly call for an in-depth examination of the VBM envelope signature and of the signatures on file for the voter. Significantly, Secretary of State regulations contemplate that the ROV must compare a VBM ballot’s signature with *all* of the voter’s signatures on file in the voter’s registration record. (Cal. Code Regs. Tit. 2, § 20960(e) [“Similar characteristics between a signature being compared and *any signature in the voter’s registration record* are sufficient to determine a signature is valid”].)

**Inadequate Signature Comparison by the ROV:** Here, we are informed and believe recount observers requested a close examination of approximately 150 VBM ballot envelopes. The challenges primarily requested a full and fair review of each voter’s signature history (including *all* of the voters’ prior signatures on record pursuant to regulation 20960(e)) and a close comparison and analysis with the signatures contained on the respective VBM ballots. According to observers, however, instead of considering the Secretary of State’s mandatory criteria, the ROV spent mere seconds rejecting each and every request.

BY ELECTRONIC TRANSMISSION

Letter to Kings County

January 3, 2023

Page 3 of 3

The challenges made by observers were made only to signatures that exhibited similarities to the voters' signatures on file with the ROV's office. However, the ROV apparently refused to engage in any sort of detailed analysis, effectively disenfranchising those voters, and despite the Elections Code's directive that Elections Code provisions governing the comparison of voters' signatures, "shall be liberally construed in favor of the vote by mail voter." (Elec. Code, § 3000.) In the amount of time the ROV spent on evaluating the signatures of the ~150 VBM envelopes challenged by both parties to the recount, there is no conceivable way the ROV could have complied with the six separate mandatory review criteria imposed by the SOS for conducting signature review.

By refusing to meaningfully consider the interposed challenges, the ROV has failed to adequately perform his ministerial duties as set forth in the Elections Code. This has resulted in irreparable harm and prejudice for numerous voters within SD 16, since lawfully cast ballots are likely being withheld from the results which, if counted, could realistically alter the outcome of the election. Effective legislative governance in the State of California is being compromised due to the inaction of the ROV and his summary rejection of voters' VBM ballots.

By this letter, we request the ROV conduct a de novo review of the VBM ballot envelopes at issue here. We further request that during this review, the ROV conduct a full and fair signature comparison with a "presumption" that the signatures are in fact valid, and that the ROV "liberally construe[]" the Elections Code signature comparison criteria in favor of the VBM voter as required by law. This will ensure that every legal ballot is counted in the SD 16 race, which is undoubtedly of critical importance to the voters of Kings County.

**Timing for Resolution of Open Issues:** We understand the Board of Supervisors has decided to consider this issue in closed session during its meeting on January 10, 2023. In light of this, and to give the County the opportunity to resolve this matter, our client's SD 16 recount effort will focus on one or more of the other counties with ballots cast in SD 16. Our client is of course prepared to participate at any time in a full review and analysis of the ~150 VBM ballots at issue in Kings County.

Thank you for your time and attention to this important matter.

Very truly yours,



Brian T. Hildreth

**From:** Brian T. Hildreth bhildreth@bmhlaw.com  
**Subject:** California Senate District 16 Recount  
**Date:** January 6, 2023 at 8:26 AM  
**To:** Villa, Lupe Lupe.Villa@co.kings.ca.us, David Shepard davideshpard@gmail.com  
**Cc:** Austin Gilbert austinhgilbert14@gmail.com



Mr. Villa: This email will serve as notice that my client Mr. Shepard is requesting to manually review the voted ballots (and related materials) in Kings County precincts 1203, 1205, 1407, 1209, and 1403 in connection with his ongoing recount, pursuant to Elections Code section 15630 ["All ballots, whether voted or not, and any other relevant material, may be examined as part of any recount if the voter filing the declaration requesting the recount so requests"]. These ballots have not been manually reviewed previously. We wish to start reviewing these ballots at your earliest convenience, but understand that it may take time to retrieve the ballots. Please let us know the cost for these activities and when the review may begin. Thank you.  
-Brian

**Brian T. Hildreth**  
**Partner**  
BELL, McANDREWS  
& HILTACHK, LLP

455 Capitol Mall, Suite 600  
Sacramento, CA 95814  
P (916) 442-7757  
F (916) 442-7759  
E [bhildreth@bmhlaw.com](mailto:bhildreth@bmhlaw.com)  
Follow us on [Twitter](#)

*This communication is confidential and may be legally privileged.*

**Board Members**

Joe Neves, District 1  
Richard Valle, District 2 - Chairman  
Doug Verboon, District 3 – Vice Chairman  
Rusty Robinson, District 4  
Richard Fagundes, District 5



**Staff**

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

## Board of Supervisors Special Meeting Action Summary

**Date:** Tuesday, January 10, 2023  
**Time:** 11:30 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](mailto:bosquestions@co.kings.ca.us) ❖ website: <https://www.countyofkings.com>

**COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19**

The meeting can be attended telephonically or by the Internet by clicking this link:

<https://countyofkings.webex.com/join?MTID=mab1a8163669644d56d7127bcb1ff463b>

or by sending an email to [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us) on the morning of the meeting for an automated email response with the WebEx meeting 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 11:25 a.m.\**

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link: <https://youtu.be/MzvVSJpAQAA>

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

Members of the public who wish to comment may submit written comments on any matter within the Board’s subject matter jurisdiction, regardless of whether it is on the agenda for the Board’s consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, only the names of who have submitted comments will be read into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will become part of the record of the next meeting. Email is not monitored during the meeting. To submit written comments by email, please forward them to [bosquestions@co.kings.ca.us](mailto: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. 11:30 AM **CALL TO ORDER**  
ROLL CALL – Clerk of the Board  
ALL MEMBERS PRESENT

- II. **UNSCHEDULED APPEARANCES**

*Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item. None*



**III. REGULAR AGENDA ITEMS**

**A. Public Guardian/Veterans Service Office – Scott Holwell**

1. Consider authorizing the Chairman to sign the letter of support authorizing legislation allowing a Veteran’s Home to be built in the Central Coast Region.

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

**B. Administration – Edward Hill**

1. Consider authorizing the Chairman to sign a letter requesting the California Department of Fish and Wildlife extend data and comment period to February 5, 2023.

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

**IV. ADJOURNMENT**

**The Regular Meeting for the Board of Supervisors for Tuesday, January 17, 2023 has been canceled due to the observance of Martin Luther King Jr. Holiday on January 16, 2023.**

The next regularly scheduled meeting will be held on Tuesday, January 24, 2023 at 9:00 a.m.

***FUTURE MEETINGS AND EVENTS***

January 17	-	Regular Meeting Canceled due to Martin Luther King Jr. Holiday on January 16
January 24	9:00 AM	Regular Meeting
January 31	9:00 AM	Regular Meeting
February 7	9:00 AM	Regular Meeting

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 24, 2023

**SUBMITTED BY:** Department of Public Health - Rose Mary Rahn/Heather Silva  
**SUBJECT:** COVID-19 INTERVENTION AND PREVENTION 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 intervention and preventative services, including vaccination, testing, treatment, and community outreach, will reduce the spread and impact of COVID-19 throughout the communities of Kings County.

**Recommendation:**

- a. Approve the Agreement with United Health Centers of the San Joaquin Valley for COVID-19 Services;
- b. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

The maximum cost of the recommended agreement, \$900,000 over an 18-month term will include a recommended action that will decrease expense account 92036 Computer Software and increase expense account 92047 Contractual Services, by \$600,000, for ongoing intervention and prevention services included in the Enhancing Laboratory Capacity Expansion Grant under budget unit 411300. The additional \$300,000 is included in the COVID Immunization Grant under budget unit 419600 for the Fiscal Year 2022-2023 adopted county budget.

**BACKGROUND:**

As of January 2023, the total amount of Kings County residents who have received the bivalent booster and are up to date on COVID-19 vaccination is 11% of the total eligible county population.

(Cont'd)

BOARD ACTION :

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2023.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **COVID-19 INTERVENTION AND PREVENTION SERVICES**

**January 24, 2023**

**Page 2 of 2**

During the calendar year of 2022, there were 28,844 probable and confirmed COVID-19 cases in Kings County, which is higher than the totals reported in 2020 and 2021. This difference exists despite the rise of at home antigen testing. In addition, 189 residents were hospitalized for COVID-19 and 82 residents died of the virus during 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 United Health Centers of San Joaquin Valley (UHC) 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 assessment and discussion, the review committee recommended providing funding for both proposals, which included an agreement with California Health Collaborative that your Board approved on December 13, 2022.

The proposal submitted by UHC demonstrated strengths that included currently providing COVID-19 testing, vaccine, and treatment services, staff that includes bilingual medical professionals, and a strategic marketing committee to advertise services. In addition, UHC has clinic locations in Hanford, Lemoore, and Corcoran that can provide supplemental services.

Through this agreement, UHC will provide supplemental COVID-19 testing and vaccine services as well as community outreach. Testing services will be provided at a minimum of six days a week, with at least one day of testing taking place at locations that have been identified in the bottom two quartiles of the healthy place index. In addition, UHC will partner with KCDPH lab to provided surveillance testing of respiratory illness at least once a week. Vaccine supplemental services will include staffing pop-up events and providing equity access to the COVID-19 vaccine to all Kings County residents. Community outreach will include a public awareness campaign for residents that educates and promotes COVID-19 prevention services that are available in Kings County. This includes vaccinations, testing, and therapeutic treatment for Kings County residents.

The term of the agreement will be for approximately 18 months with services commencing upon execution, 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 and the COVID Immunization grant with funding for these services expected to be up to \$900,000 over an 18-month term.

County Council has reviewed and approved this agreement to form.

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

**AGREEMENT FOR SERVICES BETWEEN THE COUNTY OF KINGS**

**AND**

**UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY**

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, 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 United Health Centers of the San Joaquin Valley, a California nonprofit public benefit corporation (CA Secretary of State entity No. 615555) (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 for COVID-19 intervention and prevention; 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 upon executions, 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 skills. 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 to disclosure under 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](mailto:Nicholas.Montoya@co.kings.ca.us)

**WITH  
COPY TO:** [Heather.Silva@co.kings.ca.us](mailto:Heather.Silva@co.kings.ca.us)

**CONTRACTOR:** United Health Centers of the San Joaquin Valley  
Attn: Miguel Rodriguez, Chief Administrative Officer  
3875 W. Beechwood Ave.  
Fresno, CA 93722  
[rodriguez@unitedhealthcenters.org](mailto:rodriguez@unitedhealthcenters.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.

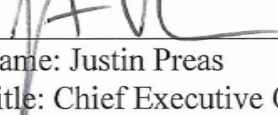
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IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first written above.


COUNTY OF KINGS

UNITED HEALTH CENTERS  
OF THE SAN JOAQUIN VALLEY

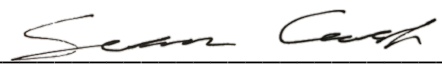
By: \_\_\_\_\_  
Chairman of the Board of Supervisors

By:  \_\_\_\_\_  
Name: Justin Preas  
Title: Chief Executive Officer

Approved and Endorsements Received:

 \_\_\_\_\_ 1/9/2023  
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: United Health Centers of the San Joaquin Valley  
ADDRESS: 3875 W. Beechwood Ave., Fresno, CA 93722  
SERVICES: COVID-19 Preventative Services  
TELEPHONE: (559) 646-6618 Ext 0021  
CONTACTS: Miguel Rodriguez, Chief Administrative Officer Ext. 0021  
EMAIL: rodriguez@m@unitedhealthcenters.org

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### **OVERVIEW**

United Health Centers of the San Joaquin Valley (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 as well as industry sectors of concern. The services provided by the CONTRACTOR shall include providing COVID-19 testing and vaccines to the public, as well as providing community outreach to residents of Kings 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 and hours outside of 8am - 5pm as needed and agreed upon between KCDPH and CONTRACTOR



### **III. KCDPH RESPONSIBILITIES**

KCDPH shall 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 agreement 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. The program shall accomplish this goal by providing services that include:

- A. COVID-19 Testing and Vaccination Services**
- B. Community Outreach**

### **IV. PROGRAM SERVICES**

CONTRACTOR shall provide services supporting the prevention of the spread of COVID-19 listed below.

- A. COVID-19 Testing and Vaccination Services**

CONTRACTOR shall partner with KCDPH to provide COVID-19 testing in Kings County

1. Testing services provided under this agreement shall be preapproved by KCDPH prior to invoicing.
2. Vaccination services provided under this agreement shall be preapproved by KCDPH prior to invoicing.
3. CONTRACTOR will create a testing and vaccine schedule that must be preapproved by KCDPH prior to services being invoiced.

- B. Community Outreach**

Outreach is defined as a public awareness campaign for Kings County residents that educates and promotes COVID-19 prevention services that are available in Kings County. This includes vaccinations, testing, and therapeutic treatment for Kings County residents. The public awareness and educational campaign will include in-person education, mailers, social media, printed materials, billboards, and TV and radio advertisement within Kings County. All outreach services will be cobranded with Kings County Department of Public Health, unless otherwise approved.

1. Mailers, billboards, television, and radio ads must be approved by KCDPH prior to invoicing.
  - a) CONTRACTOR to produce TV and radio commercials/ad spots in Spanish and English
  - b) CONTRACTOR's execution plan for the campaign will included the following:
    - 1) Content for each outlet that will be created and tailored to the specific platform and audience
    - 2) Each deliverable will be assigned a measurable call to action component
    - 3) Periodic assessments of the content will be made
    - 4) The CONTRACTOR website landing page and appointment page, as well as KCDPH website, will be points of conversion as it relates to COVID-19 services
2. Fliers/printed materials
  - a) The printed materials will be shared with other outreach agencies, larger employers, and community-based organizations to increase public awareness and education of COVID preventative services including vaccinations, testing, and treatment options available in Kings County
3. Outreach will focus on communities that are in the bottom two quartiles of the Healthy Places Index (HPI)
  - a) CONTRACTOR will provide a plan for outreach to census tracts in the bottom quartile of the (HPI)

## **V. REPORTING REQUIREMENTS**

CONTRACTOR shall follow standard protocols and shall maintain confidentiality of sensitive personal and protected health information.

### **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 requirement of **Exhibit C**, "HIPPA Business Associate Exhibit" and "Business Associate Data Security Standards."

### **B. Meeting with KCDPH**

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

**C. Monthly Reporting**

1. 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 through June 30, 2024. Performance measures are subject to change, and can be modified in writing by KCDPH:

**A. Outcome 1: Increase the number of Kings County residents who access COVID-19 testing services from census tracts of concern**

1. Measurement: This outcome will be measured by the tracking of patients who access COVID-19 testing services from CONTRACTOR. It is expected CONTRACTOR will test approximately 27,000 residents (70% of outcome).
2. CONTRACTOR will provide supplemented testing services, 6 days a week or a schedule approved by KCDPH (15% of outcome).
3. CONTRACTOR will provide surveillance testing at least once per week in county locations in the bottom 2 quartiles of the HPI (15% of outcome).

**B. Outcome 2: Increase the referral of patients eligible to receive COVID-19 therapeutics**

1. Measurement: This outcome will be measured by the tracking of patients referred to a medical provider for COVID therapeutics after testing positive for COVID-19. It is expected 540 residents will be referred, or 2% of residents tested for COVID-19. (100% of outcome).
2. CONTRACTOR will provide COVID-19 therapeutics information to all residents who receive testing services.

**C. Outcome 3: Increase the number of Kings County residents who access COVID-19 vaccine services from census tracts of concern**

1. Measurement: This outcome will be measured by the tracking of patients who access COVID-19 vaccine services from CONTRACTOR it is expected CONTRACTOR to provided 4,500 supplemented vaccines to Kings County residents.

**BUDGET**

**ORGANIZATION:** United Health Centers  
**SERVICES:** COVID-19 Preventative Services  
**CONTRACT TERM:** Upon execution – 6/30/2024  
**TERM AMOUNT:** \$ 900,000

BUDGET CATEGORY	TOTAL
<b>SALARIES</b>	<b>\$501,285.00</b>
<b>Positions</b>	
LVN Supervisor (2.0 FTE)	
Medical Assistant (3.0 FTE)	
Director of Operations (0.2 FTE)	
Outreach Manager (0.2 FTE)	
Any deviation in FTE requires KCDPH approval.	
<b>BENEFITS AND PAYROLL TAXES</b>	<b>\$ 127,667.00</b>
Includes Health Insurance, Retirement, Life Insurance, FICA, SUI	
<b>INSURANCE</b>	<b>\$0.00</b>
<b>COMMUNICATIONS</b>	<b>\$0.00</b>
<b>OFFICE EXPENSES</b>	<b>\$0.00</b>
<b>OFFICE LEASE</b>	<b>\$0.00</b>
<b>EQUIPMENT PURCHASE</b>	<b>\$0.00</b>
<b>TRANSPORTATION</b>	<b>\$ 0.00</b>
<b>PROGRAM SUPPLIES</b>	<b>\$20,000.00</b>
Print fliers and promotional materials that will be shared with other outreach agencies, larger employers, and community-based organizations to increase public awareness and education of COVID preventative services including vaccinations, testing, and treatment options available in Kings County.	
<b>OTHER</b>	<b>\$251,038.00</b>
<b>Public Awareness and Educational Service Campaign</b>	
\$201,038 for public awareness and educational services to educate and promote COVID prevention services that are available in Kings County which includes vaccinations, testing, and therapeutic treatment for Kings County residents. The public awareness and educational campaign will include in-person education, mailers, social media, printed materials, billboards, TV and radio advertisement.	
<b>Surveillance Lab Testing and Interface</b>	

\$50,000 to partner with the county to perform surveillance testing. This includes the exploration and development of a result interface between the proposer and Kings County EMR systems.	
<b>SUBCONTRACTS</b>	<b>\$0.00</b>
<b>INDIRECT COSTS</b>	<b>\$0.00</b>
<b>TERM TOTAL</b>	<b>\$900,000.00</b>

**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 United Health Centers of the San Joaquin Valley (“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, United Health Centers of the San Joaquin Valley 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: Larry Spikes, CAO – HIPAA compliance officer  
1400 W. Lacey Blvd., Bldg. 1  
Hanford, California 93230  
(559) 852-2589

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

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

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

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

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

County agrees to:

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

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

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

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

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

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

A. Failure to detect or

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

**VI. Termination.**

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

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

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

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

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

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

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

## **VII. Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

**Attachment 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	\$600,000
TOTAL						\$600,000

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	\$600,000
TOTAL						\$600,000

Explanation: To partially fund the United Health Centers agreement of \$900,000 a budget transfer of \$600,000 is requested from Computer Software 92036 to Contractual Services 92047 under budget unit 411300.

Auditor Approval \_\_\_\_\_

Department Head \_\_\_\_\_

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

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





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 24, 2023

**SUBMITTED BY:** Sheriff's Office – David Robinson

**SUBJECT:** RESOLUTION AND MEMORADUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF JUSTICE FOR THE GUN VIOLENCE REDUCTION PROGRAM GRANT

**SUMMARY:**

**Overview:**

The Kings County Sheriff's Office has received the Gun Violence Reduction Program Grant from the California Department of Justice.

**Recommendation:**

- a. Adopt a Resolution authorizing the participation in the Gun Violence Reduction Program retroactively effective from January 1, 2023 through January 1, 2025;
- b. Authorize the Sheriff to sign the Memorandum of Understanding for the Gun Violence Reduction Program;
- c. Adopt the budget change. (4/5 vote required)

**Fiscal Impact:**

The Department of Justice has awarded the Kings County Sheriff's Office \$355,686 for activities related to the seizure of weapons and ammunition from persons who are prohibited from possessing them. The money will be deposited in the DOJ Gun Violence Reduction Fund (600113) and be transferred into the Revenue Transfer in revenue line to cover costs for the program.

**BACKGROUND:**

The California Department of Justice administers the Gun Violence Reduction Program to support local activities related to the seizure of weapons and ammunition, including efforts based upon entries in the Department of Justice's Armed Prohibited Persons System (APPS). Kings County currently has 67 names listed in APPS. The Kings County Sheriff's Office will use the funds to form a comprehensive investigative

(Cont'd)

BOARD ACTION :

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2023.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **RESOLUTION AND MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA OF JUSTICE FOR THE GUN VIOLENCE REDUCTION PROGRAM GRANT**

**January 24, 2023**

**Page 2 of 2**

team to dedicate four hours each week for 104 weeks to work on APPS related cases. The funds will also be used for many other purposes such as planning the surrender of weapons when identified subjects become prohibited during court proceedings, using probation/patrol compliance checks for APPS related cases, using enforcement operations to target challenging cases, and passing challenging caseloads of APPS individuals to our local Major Crimes Task Force. The grant will assist the Sheriff's Office with public safety by removing firearms from prohibited subjects.

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

# MEMORANDUM OF UNDERSTANDING

BETWEEN

CALIFORNIA DEPARTMENT OF JUSTICE

AND

KINGS COUNTY SHERIFF'S OFFICE

GUN VIOLENCE REDUCTION PROGRAM  
(JANUARY 1, 2023 – JANUARY 1, 2025)

DOJ-GVRP-2022-23-1-001

## MEMORANDUM OF UNDERSTANDING

### I. PURPOSE

- II. This Memorandum of Understanding (“MOU”) is entered into by the Department of Justice (“DOJ”) and the Kings County Sheriff’s Office (hereinafter, “Grantee”), to provide the terms and conditions under which DOJ proposes to grant funds (the “Grant”) under DOJ’s Gun Violence Reduction Program (the “Program”) to Grantee for expenditure in compliance with DOJ’s Grantee Handbook, dated August 2022, prepared in connection with the Program (“Grantee Handbook”). The Grantee will expend the Grant for the purposes identified in the approved Grant Application submitted by Grantee in response to DOJ’s Request for Proposals for activities related to the seizure of weapons and ammunition from persons who are prohibited from possessing them, including efforts based upon entries in DOJ’s Armed Prohibited Persons System (“APPS”).

The Request for Proposals, Grantee Handbook, Grant Proposal Application, and Budget Detail are hereby incorporated by reference into this MOU.

### III. FUNDING DISBURSEMENT

DOJ agrees to fund Grant, for Grantee’s proposed expenditures on the Project Description included in the approved Grant Proposal Application, in accordance with the procedures set forth in the Grantee Handbook.

### IV. ADMINISTRATION

Should Grantee fail to comply with this MOU, including application of any Grant funds to expenditures or for purposes not permitted under this MOU, DOJ may take one or more of the actions described under “Noncompliance” in the Grantee Handbook.

### V. MISCELLANEOUS PROVISIONS

Addendum – No addendum to or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties hereto.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless DOJ, its officers, agents and employees from all claims, liabilities, and losses in connection with or arising out of the performance of this MOU.

Termination – DOJ may terminate this MOU should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

### VI. TERMS

Grant Duration: 1/1/2023 – 1/1/2025

<b>TOTAL GRANT AWARD AMOUNT</b>	<b>\$355,686</b>
---------------------------------	------------------

Grant funds shall be available for encumbrance or expenditure for two years from their award date.

#### GRANTEE CONTACT INFORMATION

David Dodd, Sheriff’s Commander  
 Kings County Sheriff’s Office  
 1550 Kings County Drive, Hanford, CA 93230  
 559-852-2781  
 David.Dodd@co.kings.ca.us



**VII. ANNUAL REPORTING REQUIREMENT**

Kings County Sheriff’s Office shall, by no later than February 1 of each year, following a calendar year during which Kings County Sheriff’s Office used GVRP Grant funds, report specified information to DOJ, in the format prescribed at <https://oag.ca.gov/gvrp> (see “Reporting Requirements” tab, and link to sample reporting spreadsheet, at <https://oag.ca.gov/system/files/media/gvrp-annual-reporting-sample.xlsx>). Reported data shall be reflective of GVRP activity for the preceding calendar year in which Kings County Sheriff’s Office used GVRP Grant funds.

**VIII. AUTHORIZATION**

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be e-mailed to the Division of Operations, Local Assistance Unit, Gun Violence Reduction Program at [GVRPGrants@doj.ca.gov](mailto:GVRPGrants@doj.ca.gov), and will become fully executed upon completion of signatures from all parties.

\_\_\_\_\_  
**DAVID ROBINSON, SHERIFF**  
Kings County Sheriff’s Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
**SHAYNA RIVERA, GRANT MANAGER**  
Local Assistance Unit  
California Department of Justice

\_\_\_\_\_  
Date

\_\_\_\_\_  
**STACY HEINSEN, ADMIN. MANAGER**  
Division of Operations  
California Department of Justice

\_\_\_\_\_  
Date

\_\_\_\_\_  
**CHRIS RYAN, CHIEF**  
Division of Operations  
California Department of Justice

\_\_\_\_\_  
Date

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

\*\*\*\*\*

IN THE MATTER OF ACCEPTING THE JANUARY 1, 2023 - JANUARY 1, 2025 GUN VIOLENCE REDUCTION GRANT AWARD \_\_\_\_\_ / RESOLUTION NO. \_\_\_\_\_

WHEREAS, the California Department of Justice (“DOJ”) administers the Gun Violence Reduction Program (“Program”) to support local activities related to the seizure of weapons and ammunition, including efforts based upon entries in DOJ’s Armed Prohibited Persons System (“APPS”) through the administration of grant funds (“Grant”); and

WHEREAS, the County of Kings (“County”) is interested in participating in the Gun Violence Reduction Program; and

WHEREAS, the DOJ offered to award the County on behalf of the Kings County Sheriff’s Department a Grant of \$355,686 for the Grand duration of January 1, 2023 - January 1, 2025; and

WHEREAS, a Memorandum of Understanding (“MOU”) must be executed to secure the Grant; and

WHEREAS, the funds from the Grant will be used to support Kings County Sheriff Department’s activities related to the seizure of weapons and ammunition, including efforts based upon entries in DOJ’s Armed Prohibited Persons System in Kings County.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Board of Supervisors of Kings County hereby authorizes the Kings County Sheriff’s Department to accept the DOJ Gun Violence Reduction Program Grant Award of \$355,686 for the years of January 1, 2023 - January 1, 2025.
2. The following individuals are authorized to execute the MOU with the DOJ, and to execute and submit all other necessary grant documents, including but not limited to, applications, agreements, modifications, payment requests, and amendments for the January 1, 2023 - January 1, 2025 Gun Violence Reduction Grant:

David Robinson, Sheriff-Coroner, Public Administrator  
Edward Hill, County Administrative Officer  
Kyria Martinez, Assistant County Administrative Officer  
Evan Jones, Purchasing Manager

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

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

\_\_\_\_\_  
Richard Valle, Chairperson of the Board of Supervisors  
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Clerk of said Board of Supervisors

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	\$75,000
TOTAL						\$75,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Sheriff	Revenue Transfer in	100000	222000	89000	\$75,000
TOTAL						\$75,000

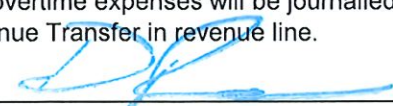
**(B) Budget Transfer:**

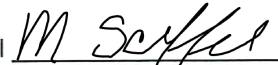
Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TO BE TRANSFERRED OUT
TOTAL						\$0

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 CA DoJ Gun Violence Reduction grant. Actual overtime expenses will be journalled in quarterly by KCSO Fiscal from the DOJ Gun Violence Reduction Fund - 600113 to the Revenue Transfer in revenue line.

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 January 24, 2023

**SUBMITTED BY:** Administration  
California Public Finance Authority – Caitlin Lanctot

**SUBJECT:** APPROVING THE ISSUANCE OF REVENUE BONDS, NOTES, AND BOND ANTICIPATION NOTES FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, DEVELOPMENT, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF A RESIDENTIAL CARE FACILITY FOR THE ELDERLY

**SUMMARY:**

**Overview:**

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

**Recommendation:**

Adopt a Resolution approving the financing and the issuance of up to \$450,000,000 in revenue bonds, notes and bond anticipation notes by the California Public Finance Authority for Kendal at Ventura.

**Fiscal Impact:**

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

**BACKGROUND:**

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

(Cont’d)

**BOARD ACTION:**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2023.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **APPROVING THE ISSUANCE OF REVENUE BONDS, NOTES, AND BOND ANTICIPATION NOTES FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, DEVELOPMENT, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF A RESIDENTIAL CARE FACILITY FOR THE ELDERLY**

**January 24, 2023**

**Page 2 of 2**

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

Kendal at Ventura, a California nonprofit public benefit corporation, has requested that CalPFA issue revenue bonds, notes, and bond anticipation notes in an amount not to exceed \$450,000,000 to finance or refinance the acquisition, development, construction, improvement, and equipping of a residential care facility for the elderly known as Enso Verde to be located at the southwest corner of Tapo Canyon Road and Guardian Street in the City of Simi Valley, California (the "Project").

A public hearing was held for this Project on January 24, 2023. The Board has been asked to approve the issuance of the bonds as the host governmental unit.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Borrower. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

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

\* \* \* \* \*

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$450,000,000, FOR THE PURPOSE OF FINANCING AND REFINANCING THE ACQUISITION, DEVELOPMENT, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF A RESIDENTIAL CARE FACILITY FOR THE ELDERLY PROJECT AND CERTAIN OTHER MATTERS RELATING THERETO

RESOLUTION NO. \_\_\_\_\_

WHEREAS, Kendal at Ventura, a California nonprofit public benefit corporation (the “Corporation”), has requested that the California Public Finance Authority (the “Authority”) adopt a plan of financing providing for the issuance of revenue bonds, notes and bond anticipation notes in one or more series issued from time to time, including bonds and other obligations issued to refund such bonds, notes and bond anticipation notes in one or more series from time to time (the “Bonds”), and at no time to exceed \$450,000,000 in outstanding aggregate principal amount to finance and refinance the acquisition, development, construction, improvement and equipping of a residential care facility for the elderly project generally to be known as “Enso Verde” (collectively, the “Project”); and

WHEREAS, the Project is located within the City of Simi Valley; and

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

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

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

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

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

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

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

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

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

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

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_,  
seconded by Supervisor \_\_\_\_\_ at a regular meeting held on the 24th day  
of January, 2022, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this 24th day of January, 2023.

\_\_\_\_\_  
Clerk of said Board of Supervisors



# AD# 145865 NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN

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## Details for AD# 145865 NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN

16 hrs ago

AD# 145865 **NOTICE OF PUBLIC HEARING** NOTICE IS HEREBY GIVEN that, at 9:00 a.m., or as soon thereafter as the matter can be heard, on Tuesday, January 24, 2023, the Board of Supervisors of the County of Kings (the "County") will conduct a telephone-only public hearing as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, at which the County Board of Supervisors will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Public Finance Authority of revenue bonds, notes and bond anticipation notes in one or more series issued from time to time, including bonds and other obligations issued to refund such bonds, notes and bond anticipation notes in one or more series from time to time (the "Bonds"), and at no time to exceed \$450,000,000 in outstanding aggregate principal amount, to finance and refinance the acquisition, development, construction, improvement and equipping of a residential care facility for the elderly project located at the southwest corner of Tapo Canyon Road and Guardian Street, in the City of Simi Valley, California. The facilities, comprising an estimated 469,000 square feet of space, are planned to include approximately 237 independent living units, 20 reduced-fee "teacher apartments", 24 assisted living units, and 24 memory support assisted living units, and associated common areas, to be located on a tract of land consisting of approximately 20.7 acres. The facilities are to be owned by Kendal at Ventura, a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Code, and are generally to be known as Enso Verde (the "Project"). The Bonds will be part of a plan of finance and may be issued in one or

more series from time to time over a period of multiple years. Those wishing to comment on the proposed financing or refinancing and the nature and location of the Project may dial into the hearing using the following toll-free teleconference line: 1-800-747-5150, followed by Access Code 4501310#, or may submit written comments, which must be received no later than 4:00 pm on Monday, January 23, 2022, to the Clerk of the Board at 1400 W. Lacey Boulevard, Hanford, California 93230 or at [bosquestions@co.kings.ca.us](mailto:bosquestions@co.kings.ca.us). COUNTY OF KINGS By: /s/ Catherine Venturella Clerk of the Board Dated: January 13, 2023



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 24, 2023

**SUBMITTED BY:** Behavioral Health Department – Lisa Lewis/Amanda Verhaege

**SUBJECT:** MEMORANDUM OF UNDERSTANDING FOR PURCHASE OF STATE HOSPITAL BEDS WITH CALIFORNIA DEPARTMENT OF STATE HOSPITALS AND THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY

**SUMMARY:**

**Overview:**

Kings County Behavioral Health (KCBH) is seeking approval of the Memorandum of Understanding (MOU) with the California Department of State Hospitals (DSH) and the California Mental Health Services Authority (CalMHSA) for the purchase of state hospital beds using rates from the Fiscal Year (FY) 2021-2022 MOU for this interim agreement. State hospital placements are for those who are conserved and require the highest level of psychiatric care. It is the most restrictive psychiatric placement with secure perimeters. These clients are typically referred by County Mental Health Plan and involuntarily placed within the state hospital system for treatment via the conservatorship agreement. If the criterion for admissions is met and a bed is available, then a client is admitted to the facility and these are the rates established for those services.

**Recommendation:**

**Approve the Memorandum of Understanding between the California Department of State Hospitals and CalMHSA, retroactively effective from July 1, 2022, through February 28, 2023.**

**Fiscal Impact:**

The total cost of this agreement is based on bed usage of state hospital beds. The rates are \$728 for intermediate care facility beds, \$753 for acute care beds, and \$806 for skilled nursing facility beds. Payment of these beds is a mandate of KCBH and will be paid using 1991 realignment funds as needed. Sufficient funds for these costs were budgeted in the Adopted Budget for FY 2022-2023.

**BOARD ACTION :**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2023.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **MEMORANDUM OF UNDERSTANDING FOR PURCHASE OF STATE HOSPITAL BEDS WITH CALIFORNIA DEPARTMENT OF STATE HOSPITALS AND THE CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY**

**January 24, 2023**

**Page 2 of 2**

#### **BACKGROUND:**

The county enters two agreements to accomplish the work related to the purchase of state hospital beds. The first agreement is a participation agreement with CalMHSA for the purpose of establishing and negotiating the agreements between participating counties and DSH on behalf of interested counties, which was signed by your board on December 6, 2022. The second agreement, the one before the Board today, is the agreement between the three parties of CalMHSA, DSH, and the County that formalizes the established rates. Currently, the agreement is an interim agreement setting the rates for FY 2022-2023 until February 2023, utilizing the rates from FY 2021-2022 while CalMHSA and DSH continue to negotiate and update the rates for FY 2022-2023.

The role of CalMHSA is to establish and negotiate the agreements for statewide utilization of state hospital beds and ensure meeting the compliance with all applicable requirements and provisions of CalMHSA's contract with DSH. CalMHSA negotiated the MOU with the Department of State Hospitals, acts as the fiscal and administrative agent for the program, manages the funds received in accordance with laws, regulations, and requirements, and provides regular fiscal reports through the program.

This agreement is retroactive because the finalized agreement was received from CalMHSA on December 9, 2022. These agreements tend to be retroactive due to the timing of continued negotiations with the state. These negotiations are often not finalized until after the contract year begins, and often continue after expiration of the previous agreement. Once the continued rates are established or revised for the remainder of this fiscal year, covering the March 2023-June 2023 period, KCBH will return to the Board with an amendment or a new agreement, depending on the timing of receipt. CalMHSA has shared that they have only been authorized by DSH to cover the period of these rates through February.

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

**ADMINISTRATIVE SERVICES DIVISION**

1215 O Street, Suite 670  
Sacramento, CA 95814



**Purchase of State Hospital Beds**

**Memorandum of Understanding**

**California Department of State Hospitals  
and  
The California Mental Health Services Authority (CalMHSA) and  
Participating Counties**

**I. RECITALS**

- A. The parties to this Memorandum of Understanding ("MOU") are the California Department of State Hospitals ("DSH"), the California Mental Health Services Authority ("CalMHSA") as administrative agent for participating Counties, and each participating County which has executed this MOU ("County") as indicated in Exhibit 1. "MOU" shall be deemed to include Exhibits 1-4, attached hereto.
- B. The DSH has jurisdiction over all DSH facilities, as defined in Welfare and Institutions Code, section 4100, including non-DSH treatment facilities contracted with DSH pursuant to Welfare and Institutions Code, section 4361 (hereafter collectively "Hospitals"), excluding community-based restoration of competency services that are operated by the County. All DSH facilities that admit LPS patients shall comply with the responsibilities noted for DSH in this MOU. A description of services provided by the DSH shall be included in Exhibit 2.
- C. Welfare and Institutions Code section 4330 requires counties to reimburse DSH for the use of DSH Hospital beds and services, provided pursuant to the Lanterman-Petris-Short Act ("LPS", Welfare and Institutions Code section 5000 et. seq.) and in accordance with annual MOUs between DSH and each County acting singly or in combination with other counties, pursuant to Welfare and Institutions Code section 4331.
- D. CalMHSA is a joint powers authority pursuant to Government Code section 6500 (Joint Exercise of Powers Act) of counties and cities with mental health programs. CalMHSA was requested by its members to negotiate a joint agreement with DSH and serve as liaison agency for matters of compliance with terms and conditions.
- E. The parties are independent agents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent,

between the parties or any of their agents or employees. Notwithstanding the independence of the parties, all Patient services should be integrated and coordinated across levels of care for continuity of care.

## II. TERMS AND CONDITIONS

A. The term of this MOU is July 1, 2022 through February 28, 2023. The parties recognize that time is of the essence to work together in finalizing and executing the FY 2022-23 MOU.

B. County Referred Patient (“Patient”)

1. The County Mental Health Director, the County Behavioral Health Director, or their designee (collectively, “County Director”) shall screen, determine the appropriateness of, and authorize all referrals for admission of Patients to the Hospital. The County Director shall, at the time of admission, provide admission authorization and identify the preferred Hospital and bed type to which a Patient is being referred, and identify the estimated length of stay for each Patient. However, the Hospital’s Medical Director or designee shall make the determination of the appropriateness of a Patient for admission to the preferred Hospital and assign the Patient to the appropriate level of care and treatment unit.
2. If the Hospital Medical Director’s, or their designee’s, assessment determines the Patient shall not be admitted to the preferred Hospital, the preferred Hospital will notify the County Director and the DSH – Sacramento Patient Management Unit (PMU) for review and consideration of placement within an alternative appropriate DSH Hospital.
3. The County Director shall name a point-of-contact and provide assistance to the Hospital treatment staff in the screening of Patients to initiate, develop and finalize discharge planning and necessary follow-up services for the Patients. The County and DSH mutually agree that the goal is to transition Patients into their least restrictive setting, as clinically appropriate, and in alignment with Welfare and Institutions Code 5358. Either party may initiate this process by contacting the other party and engaging in collaborative discharge planning with the other party to ensure the patient’s treatment needs are met.

C. Description of Provided Hospital Services

1. The DSH defines bed types and uses in accordance with the following California Department of Public Health hospital licensing definitions. These definitions shall apply to the MOU:
2. Acute Psychiatric Hospital (APH) Acute psychiatric hospital means a hospital having a duly constituted governing body with overall administrative and professional responsibility and an organized medical staff which provides 24-hour inpatient care for mentally disordered, incompetent or other Patients referred to in Division 5 (commencing with section 5000) or Division 6 (commencing with section 6000) of the Welfare and Institutions Code, including

the following basic services: medical, nursing, rehabilitative, pharmacy and dietary services. An acute psychiatric hospital shall not include separate buildings which are used exclusively to house personnel or provide activities not related to hospital patients.

3. Intermediate Care Facility (ICF) Intermediate care facility is a health facility, or a distinct part of a hospital or skilled nursing facility which provides inpatient care to patients who have need for skilled nursing supervision and need supportive care, but do not require continuous nursing care.
4. Skilled Nursing Facility (SNF) Skilled nursing facility is a health facility or a distinct part of a hospital which provides continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hour inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.
5. Provided the LPS Patient is admitted to a facility under the jurisdiction of DSH, DSH shall provide inpatient psychiatric health care and treatment, including outside medical health care and treatment, ancillary care and treatment, and/or support services, to those persons admitted to DSH by the County for LPS services, and Welfare and Institutions Code Section 5008, subdivision (h)(1)(B) (Murphy Conservatorships). A summary of services provided to LPS Patients and the definition of care is detailed in Exhibit 2.
6. The DSH and the County shall provide or cause to be provided, expert witness testimony by appropriate mental health professionals in legal proceedings required for the commitment, admission, or treatment of the Patients.
7. The County is responsible for transportation to and from the Hospitals in the following circumstances: court appearances, County-initiated medical appointments or services, and pre-placement visits and discharge to final placements. The County is also responsible for transportation between Hospitals when the County initiates the transfer. The DSH is responsible for all DSH-initiated transportation between the Hospitals and transportation to and from local medical appointments or services. The reimbursement rates in Exhibit 3, entitled "Statement of Annual Bed Rates and County Estimated Bed Need," include reimbursement for transportation that is the responsibility of DSH.
8. Hospitals shall be culturally-competent (including sign-language) in staff and resources to meet the needs of Patients treated pursuant to this MOU.
9. Multi-disciplinary treatment team composition will be provided as set forth in Exhibit 2.

D. Admission and Discharge Procedures

1. Hospital admissions, intra-hospital transfers, inter-hospital transfers, referrals to outside medical care, and discharges shall be in accordance with the admission and discharge criteria established by court order, statute, or DSH. A

complete admission package must be submitted by the County with the referral, including all assessments available, as referenced in Section F of the MOU.

2. Denial of admission may be based on a Patient's failure to meet admission criteria, insufficient pre-admission information supplied pursuant to Section F of this MOU, the Hospital's lack of bed capacity, or based on Patient-specific treatment needs such as if a patient's primary treatment needs are medical. All denials of admission shall be in writing with an explanation for the denial. A denial of admission may be appealed as provided in the next paragraph.
3. Appeal Process for Admissions. When agreement cannot be reached between the County staff and the Hospital admitting staff regarding the admission of a Patient, the following appeal process shall be followed; the case may be referred to the Hospital Medical Director and the County Director within five (5) business days. Such appeals may be made by telephone, and shall be followed up in writing; email being an acceptable option. If the Hospital Medical Director and the County Director are unable to achieve agreement, the case may be referred to the Hospital Executive Director within five (5) business days. If the Hospital Executive Director and the County Director are unable to achieve agreement, the case may be referred to the DSH Deputy Directors of Clinical Operations and Hospital Strategic Planning and Implementation within five (5) business days. The DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation shall discuss the case with the Hospital Medical Director, or designee, and Executive Director and shall obtain additional consultation from the County Director. The DSH shall render a final decision within five (5) business days after receiving the documented basis on which the appeal is based.
4. Discharge planning by the County Director, conservator and/or Public Guardian, and Hospital shall begin at admission, as individuals should be placed and receive services in the least restrictive setting appropriate for treatment. However, the estimated length of stay shall not be used as a basis for discharge, unless mutually agreed upon by both DSH and the County Director, conservator and/or Public Guardian upon admission. The Hospital shall discharge a Patient at the County's request, and only in accordance with the approved discharge plan except: (1) if at the time the discharge is to occur, the Hospital's Medical Director, or designee, determines that the Patient's condition and the circumstances of the discharge would pose an imminent danger to the safety of the Patient or others; or, (2) when a duly appointed conservator refuses to approve the Patient's discharge or placement based on a clinical assessment by a licensed medical doctor. A denial of discharge may be appealed as provided the next paragraph.
5. The Parties agree to develop a process for elevating and discussing LPS Patients for which DSH has provided notice to the County Director are clinically eligible for discharge but have not discharged in a reasonable amount of time. Process will be implemented for future fiscal years.

#### E. Bed Type Transfers



1. If, for any reason, a County Patient is in a bed that is inappropriate to that Patient's needs, the attending clinician shall develop, in consultation with the Hospital's treatment team and the County (except when the urgency of the Patient's situation precludes such consultation) a plan for transfer of the Patient to an appropriate unit in accordance with the treatment plan. This plan shall be developed and communicated to the County Director within forty-eight (48) hours of any urgent transfer. The County may initiate a treatment team discussion with the attending Hospital clinician at any time County feels that a County Patient is in a bed that is inappropriate to the Patient's needs or does not accurately reflect the level of care the Patient requires (APH, ICF, or SNF).
2. The Hospital shall provide the County Point-of-Contact notice of transfers between bed types within two (2) business days of any such transfer.
3. Bed Types Appeals. When agreement cannot be reached between the County staff and the Hospital staff regarding the type of bed the Patient needs, the following appeal process shall be followed. When the County staff determines that an impasse has been reached and further discussions would not be productive, the bed type may be appealed, along with all available data and analysis, to the Hospital Medical Director and the County Director, or designee, within two (2) business days. If the County Director and Hospital Medical Director are unable to achieve agreement, the case may be referred to the Hospital Executive Director and the County Director within two (2) business days. Such appeals may be made by telephone and shall be followed up in writing. If the Hospital Executive Director and the County Director are unable to achieve agreement, the case may be referred to the DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation within two (2) business days. The DSH Deputy Directors of Clinical Operations and Strategic Planning and Implementation shall discuss the case with the Hospital Medical Director and Executive Director and shall obtain additional consultation from the County Director, or designee, The DSH shall render a final decision within two (2) business days after receiving the documented basis on which the appeal is based.

#### F. Pre-Admission Requirements

1. The County shall, prior to admission, provide the Hospital with the complete medical records on file, the Short-Doyle Authorization Form, and all applicable court commitment orders for each Patient. The County shall identify an initial projected length of stay which the Hospital shall address in Patient's treatment plan and discharge plan.

#### G. Coordination of Treatment/Case Management

1. It is the intent of the Parties to this MOU to be collaborative in all matters and specifically in matters of Patient's care.
2. The County shall maintain a case management process and shall identify a case manager or case management team for each Patient. The case manager

shall provide available assessment information on Patients admitted to the Hospital.

3. The Hospitals shall provide at least two weeks notification to the County Director of treatment plan conferences or 90-day reviews. The Hospitals shall identify a treatment team member to function as the primary contact for the County case manager or the case management team.
4. The County Director may direct the Hospital to discharge the Patient to a facility that the County determines to be more appropriate to the Patient's treatment requirements. The Hospital shall provide to the County Director, within five (5) business-days of request for copies of current medical records, copies of current medical records needed to assist in this process. In such cases, the Hospital shall discharge the Patient within two days of the date an alternative placement option is identified and available except if the discharge is contrary to the medical necessity of hospitalization or would pose an imminent danger to the safety of the Patient or others, or as otherwise required by law.
5. When an agreement cannot be reached between the County and the DSH on clinical assessment, treatment or the Patient's acuity, the DSH Hospital Medical Director or designee and County Director or designee shall confer for a resolution. If a resolution cannot be achieved, the issue will be elevated to the DSH Deputy Directors of Clinical Operations and Hospital Strategic Planning and Implementation. The DSH Deputy Directors of Clinical Operations and Hospital Strategic Planning and Implementation will review the case and shall make every effort to resolve the issue. If a resolution is not achieved, the County may direct the Hospital to discharge the Patient. In such an event, the DSH response will be handled in accordance with Section II, Admission and Discharge Procedures (D).

#### H. Patient's Rights and Confidentiality

1. The parties to this MOU shall comply with The Health Insurance Portability and Accountability Act (HIPAA) and all applicable state laws, regulations, and policies relating to the Patient's rights and confidentiality.

#### I. Bed Usage and Availability, 2.

1. It is acknowledged by all parties to this MOU that prior MOUs, incorporated herein by reference, including annual renewals, included an agreement to limit referrals for civil commitment by all Counties, pursuant to the LPS Act, which included Murphy Conservatorships, to a maximum total of 556 beds at any one point in time. It is further acknowledged that exceeding this maximum total beds limits DSH's ability to admit new LPS Patients to beds, and persons committed to DSH pursuant to Penal Code sections 1026, 1370, and 2960 et. seq.
2. CalMHSA/DSH shall make best efforts to develop a bed management protocol by December 31, 2022, for the purpose of aligning the number of beds allocated to LPS patients to the current maximum threshold of 556. This management protocol shall include, but not be limited to, DSH and Counties providing current

data on the patient population for each County, including data for those counties which contract directly with DSH, and the number of Murphy Conservatorship(s), CalMHSA providing an allocation formula regarding how the 556 beds will be distributed among the various counties, DSH re-identifying which LPS Patients are capable of discharge to a less restrictive levels of care, and County and CalMHSA's mutual identification of alternative placement options for said qualifying LPS Patients, including a placement and/or final discharge target date. This management and utilization protocol shall also identify a plan to reduce the counties bed usage to 556 and describe how DSH and the counties will ensure that counties do not exceed the 556 beds in the future.

3. If DSH intends to change LPS bed rates, the following procedure shall apply:
  - a. No later than May 1, of each fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with preliminary LPS bed rate cost utilization notice applicable to types of LPS beds for the fiscal year beginning fourteen (14) months from May 1 of that year.
  - b. After DSH's preliminary cost utilization notice, the County shall notify DSH, through CalMHSA, if represented by CalMHSA, by July 1 of each year, of its preliminary estimate of the number and type of LPS beds that the County expects to use, during the fiscal year beginning twelve (12) months from July 1 of that year, for bed planning purposes.
  - c. No later than November 1, of each fiscal year, DSH shall provide CalMHSA, or counties not represented by CalMHSA, with a final LPS bed rate cost utilization notice applicable to the number and types of LPS beds sought for the fiscal year beginning eight (8) months from November 1 of that year.
  - d. By January 1, of each fiscal year, CalMHSA, or counties not represented by CalMHSA, shall provide DSH with final written notification of the number and type(s) of LPS beds sought for the fiscal year beginning July 1 of that year. For example, if CalMHSA provides written notification on the number and type(s) of LPS beds to DSH on December 1, 2021, said notice will be for the fiscal year beginning July 1, 2022.
  - e. DSH shall provide a mechanism for memorializing a formal agreement between CalMHSA, or counties not represented by CalMHSA, no later than June 15, or fifteen (15) days before the start of the fiscal year, with the new LPS bed rates and number of LPS beds contracted for, not to exceed the County allocations and the total allocation of 556 beds.
  - f. Counties contracting directly with the DSH may submit the Statement of Annual Bed Rates and County Bed Need directly to the DSH. However, the County is only obligated to pay for beds it uses. The DSH will update Exhibit 3 with the County's bed need estimate and submit it to the County.
4. The County is required to execute Exhibit 1 of this MOU in order to obtain LPS beds. A County shall complete Exhibit 1 and provide a signed "Purchase Agreement of State Hospital Beds" (Exhibit 4), within 120 days of submitting any application for admission of a Patient from the County.

5. Patients under the care of the DSH, referred to outside medical facilities, will remain the responsibility of the DSH unless the County initiates discharge. Upon a County-initiated discharge, the Patient and all costs become the responsibility of the County, during all offsite leave, Counties will continue to be charged at the daily bed rate. For all offsite leave of greater than 30 days, the DSH and the County may, at the request of either party, discuss appropriate care options for Patients.

#### J. Bed Payment

1. The current bed rates, historical bed usage and current estimated bed usage are reflected in Exhibit 3.

This MOU involves a minimum commitment of zero beds for any particular County. The amount that the Controller is authorized to reimburse DSH from the mental health account of the County's Health and Welfare Trust Fund, pursuant to Welfare and Institutions Code section 17601, subdivision (b), is based on the amounts provided to the Controller per the County Actual Use statement reflecting actual bed usage by the County for the prior month.

2. Development of ICF, APH and SNF Rates for FY 2022-2023 – The parties to this MOU acknowledge that on March 15, 2021, and as required by Welfare and Institutions Code, section 4331, subdivision (b), and Section II (I)(3) of this MOU, DSH disclosed its intent to begin negotiations with CalMHSA and Counties regarding a proposed increase to ICF, acute care APH and SNF bed rates. The new ICF, APH and SNF bed rates have an effective date of July 1, 2022, as identified in Exhibit 3. DSH will review rates on an annual basis, based on actual expenditures at Hospitals that serve LPS patients.
3. The bed rates in this MOU represent the total amount due from the County for services provided in Section II, Terms and Conditions (C)(1-6, 8-9) by the DSH. These rates may not represent the total claimable amount for services provided to the Patient. Patient will be responsible for any costs exceeding the bed rates described in this MOU.

#### K. Utilization Review – Hospital Operations

1. The Hospitals shall have ongoing utilization review activities which shall address the appropriateness of Hospital admissions and discharges, clinical treatment, length of stay and allocation of Hospital resources, to most effectively and efficiently meet the Patient's care needs. Such utilization reviews shall be at a minimum of one time per year and include the County's participation. The DSH will provide written results of the utilization review, if available.
2. The County shall take part in the utilization review activities.

#### L. Records

1. Patient Records

- a. Hospitals shall maintain adequate medical records on each Patient. These medical records shall include legal status, diagnosis, psychiatric evaluation, medical history, individual treatment plan, records of Patient interviews, progress notes, recommended continuing care plan, discharge summary, and records of services. These records shall be provided by various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.
- b. Subject to applicable federal and California privacy laws and regulations, including DSH policies, the DSH will provide access to Patient medical records to Counties and CalMHSA through the use of a secure file sharing technology determined by the DSH. Access to the information described in this section shall only be made available to CalMHSA upon execution of a data sharing agreement. To facilitate such access, the DSH will work with CalMHSA and the Counties to make sure that each County has an authorized person with sufficient training and credentials (i.e., user name and password) that the person will be able to access DSH Patient records on behalf of the County.
- c. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for medical records of County's Patient, the DSH will ordinarily upload and make available to the County through a secure file sharing technology all current records of Patient within seven (7) business days, provided, however, that if records of a Patient are unusually voluminous the DSH may give notice that more than seven (7) business days will be needed.
- d. Subject to applicable federal and California privacy laws and regulations, including DSH policies, upon request by the County for physical access to medical records of County's Patient, the DSH will make available all current records of Patient for inspection at the facility where Patient resides, within a timeframe agreed upon by the DSH Hospital representative and the County.

## 2. Financial Records

- a. The DSH shall prepare and maintain accurate and complete financial records of the Hospitals' operating expenses and revenue. Such records shall reflect the actual cost of the type of service for which payment is claimed, on an accrual basis. Additionally, such records shall identify costs attributable to County LPS Patients, versus other types of patients to whom the Hospitals provide services. Any apportionment of, or distribution of costs, including indirect costs, to or between programs or cost centers of the Hospitals shall be documented, and shall be made in accordance with generally accepted accounting principles and applicable laws, regulations, and

state policies. The Patient eligibility determination, and any fee charged to and collected from Patients, together with a record of all billings rendered and revenues received from any source, on behalf of Patients treated pursuant to this MOU, shall be reflected in the Hospital's financial records.

3. Retention of Records

- a. The Hospitals shall retain all financial and Patient records pursuant to federal, State and DSH record retention requirements.

M. Inspections and Audits

- 1. Consistent with confidentiality provisions of Welfare and Institutions Code section 5328, any authorized representative of the County shall have access to the medical and financial records of the DSH for the purpose of conducting any fiscal review or audit during the Hospital's record retention period. The Hospital shall provide the County adequate space to conduct such review or audit. The County may, at reasonable times, inspect or otherwise evaluate services provided in the Hospitals; however, the County shall not disrupt the regular operations of the Hospitals.
- 2. The County shall not duplicate reviews conducted by other agencies (e.g., State Department of Public Health, County Coroner's Office, and District Attorney's Office), if the detailed review results, methods, and work papers of any such review are made available to the County and the County determines the review was sufficient for County purposes. Practitioner-specific peer review information and information relating to staff discipline is confidential and shall not be made available.

N. Notices

- 1. Except as otherwise provided herein, all communication concerning this MOU shall be as follows:

**Department of State Hospitals**

- a. Billing and general MOU provisions:

Sharon Barrick, Associate Governmental Program Analyst  
[trustoffice@dsh.ca.gov](mailto:trustoffice@dsh.ca.gov)  
(916) 654-2201

- b. Patient Placement and Appeals coordination:

Lydia Smith, Chief – Patient Management Unit

[Lydia.smith@dsh.ca.gov](mailto:Lydia.smith@dsh.ca.gov)

(916) 562-2537

**CalMHSA**

Laura Li, Chief Administrative Officer  
[Laura.Li@calmhsa.org](mailto:Laura.Li@calmhsa.org)

(279) 234-0700

The County has designated the following as its MOU coordinator:

Name: Christi Lupkes

E-mail: Christi.Lupkes@co.kings.ca.us

Phone: (559) 852-2268

1. The Hospitals shall notify the County by telephone (with subsequent written confirmation), encrypted email or FAX, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which involves a Patient. Such occurrences shall include, but are not limited to, homicide, suicide, accident, injury, battery, Patient abuse, rape, significant loss or damage to Patient property, and absence without leave.
2. The Hospital shall notify the County of the conversion of a Patient on LPS status to a PC commitment status that results in the DSH becoming financially responsible for the placement of the Patient. The Hospital shall notify the County, by telephone at the earliest possible time, but not later than five (5) business days after such conversion. Such telephone notification shall be followed by a written notification to the County, which shall be submitted no later than ten (10) business days after the Patient's conversion.

### **III. SPECIAL PROVISIONS**

- A. This MOU is subject to and is superseded by, any restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act, or any statute or regulations enacted by the Legislature which may affect the provisions, terms, or funding of this MOU. The parties do not intend to amend or waive any statutory provision applicable to the use of state hospital beds by counties pursuant to Part 1 of Division 5 of the Welfare and Institutions Code, unless the subsection to be amended or waived is specifically identified in this MOU with a statement indicating the parties' intent to amend or waive the provision as thereafter described. If statutory, regulatory, bed rate, or billing process changes occur during the term of this MOU, the parties may renegotiate the terms of this MOU affected by the statutory, regulatory, bed rate or billing process changes.
- B. Should the DSH's ability to meet its obligations under the terms of this MOU be substantially impaired due to loss of a Hospital license, damage or malfunction of the Hospital, labor union strikes, or other cause beyond the control of the DSH, the parties may negotiate modifications to the terms of this MOU.
- C. Mutual Indemnification
  1. The County shall defend, indemnify, and hold the DSH and its agencies, their respective officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the



extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, or employees.

2. The DSH shall defend, indemnify, and hold the County, its officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the DSH and/or its agencies, their officers, agents, or employees.

D. The signatories below represent that they have the authority to sign this MOU on behalf of their respective agencies. Execution by a participating County of Exhibit 1 confirms the participating County agrees to the terms of this MOU and Exhibits 1-4. This MOU and its Exhibit 1 may be executed in counterparts.

E. This MOU, which includes Exhibits 1-4, comprises the entire agreement and understanding of the parties and supersedes any prior agreement or understanding.

F. This MOU which includes Exhibits 1-4 may be amended or modified only by a written amendment signed by the parties.

*Amie Miller*

B5E963DA03B844D2B3198ADA1C8F11B8

readysign

12/09/2022

Date

CalMHSA Representative

Paul Bernal, Chief  
Procurement and Contract Services Section  
Department of State Hospitals

Date

**EXHIBIT 1**

Execution acknowledges the signatory possesses actual or apparent authority to declare the applicable County is a participating County under this MOU.

\_\_\_\_\_  
Signature Date  
Name: Richard Valle Title: Chairman, Kings County Board of Supervisors  
County of Kings

ATTEST

\_\_\_\_\_  
Signature Date  
Name: Catherine Venturella Title: Clerk of the Board

APPROVED AS TO FORM  
Diane Freeman, County Counsel

  
40EEBBA437D223D6ED0E56156269F917 readySign

**12/09/2022**  
\_\_\_\_\_

Signature Date  
Name: Cindy Crose Kliever Title: Deputy County Counsel

## EXHIBIT 2

### LPS SERVICES SUMMARY

#### Licensure

The Hospitals comply with all applicable federal and state laws, licensing regulations and provide services in accordance with generally accepted practices and standards prevailing in the professional community at the time of treatment. The Hospitals, which are accredited, shall make a good-faith effort to remain accredited by the Joint Commission throughout the term of the MOU.

The DSH provides the services to its LPS patients as follows:

#### Core Treatment Team and Nursing Care

The Hospitals provide Treatment Team services that are the core to a Patient's stabilization and recovery. The Treatment Team groups consist of the following individuals: Psychiatrist, Psychologists, Social Workers, Rehabilitation Therapists, and Nurses. These teams provide a highly-structured treatment for mental rehabilitation and re-socialization in preparation for an open treatment setting or community placement.

Treatment Team Ratios		
Treatment Team Member:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
Psychiatrist	1:35	1:15
Psychologist	1:35	1:15
Social Worker	1:35	1:15
Rehabilitation Therapist	1:35	1:15
Registered Nurse	1:35	1:15

The Hospitals provide nursing care according to nursing licensing ratio requirements for state hospitals as follows:

Licensing Compliance Nursing Staff Ratios (Non-Treatment Team)		
Nursing Shift:	ICF Staffing Ratio:	Acute Care Staffing Ratio:
A.M. Shift	1:8	1:6
P.M. Shift	1:8	1:6
NOC Shift	1:16	1:12

The ratios provided above are the current staffing standards employed by the DSH. Each facility may adjust unit ratios as necessary for the continued treatment and safety of Patients and staff.

Skilled Nursing Facility services provide continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. A skilled nursing facility provides 24-hours inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program.

### **Additional Treatment Services**

Medical Services: Medical Clinics include Neurology, GYN, Ophthalmology, Optometry, Endocrinology, Cardiology, Podiatry, Dental and X-Ray services as well as referral services for Gastro-Intestinal care, Hematology, Nephrology, Surgery and related care for diseases of the liver (e.g., Hepatitis C). Full Acute Medical Care services are provided via contracts with community hospitals and/or a County Hospital.

Physical, Occupational and Speech Therapy (POST): Department provides physical rehabilitation services to all the patients at Napa State Hospital with the goal of assisting Patients to reach or maintain their highest level of functioning. The POST Team provides assessment services, treatment services and training to staff and Patients on the use and care of adaptive equipment that has been evaluated as appropriate for the Patient.

Individualized Active Recovery Services: Active Recovery Services focus on maximizing the functioning of persons with psychiatric disabilities and are provided both within the residential units and in the Treatment Mall. Treatment is geared to identify, support and build upon each person's strengths to achieve their maximum potential in meeting the person's hopes, dreams, treatment needs and life goals.

Active Recovery Services at the Hospitals:

- Are based on the specific needs of each Patient.
- Are developed and delivered based on a philosophy of recovery.
- Provide a wide range of courses and activities designed to help patients develop the knowledge and skills that support recovery, and transition toward community living.
- Are organized to fully utilize staff resources and expertise.
- Provide a range of services that lead to a more normalized environment outside of the residential areas.
- Are facilitated by psychiatrists, psychologists, social workers, rehabilitation therapy staff, and nursing staff.

Industrial Therapy: Opportunities include dining room cleaning services, grounds maintenance, as well as other therapeutic services. Participants must demonstrate an appropriate level of behavior to ensure safety and security.

**EXHIBIT 3**

**COUNTY  
STATEMENT OF ANNUAL BED RATES  
AND  
COUNTY-ESTIMATED BED NEED  
July 1, 2022 through February 28, 2023**

**1. STATE HOSPITAL BED RATE FOR:**

Acute	\$753
Intermediate Care Facility (ICF)	\$728
Skilled Nursing Facility (SNF)	\$806

**EXHIBIT 4**

**Purchase Agreement of State Hospital Beds**

**July 1, 2022 through February 28, 2023  
California Department of State Hospitals**

By signing this Purchase Agreement, the County agrees to all recitals, terms and conditions, and special provisions between the County below and the Department of State Hospitals, (DSH) contained within the Fiscal Year (FY) 2021-22/Memorandum of Understanding (MOU) for the purchase of state hospital beds from the DSH extends to the full term of this agreement, terminating February 28 2023. The DSH shall be reimbursed for use of state hospital beds by counties pursuant to Welfare and Institutions Code section 4330 et seq. Any County signing this form will be entitled to the same services contained in the FY 2021-22/MOU. The County will also abide by the same remunerative and legal policies contained within the FY 2021-22/MOU. The County agrees to sign Exhibit 1 of the MOU within the next 120 days. The DSH reserves the right to not accept patients from any County without a signed Exhibit 1.

County of Kings

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Richard Valle, Chairman, Kings County Board of Supervisors

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Sign/date

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Paul Bernal, SSM II, DSH

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Paul Bernal, Procurement and Contract Services Section – print

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Paul Bernal, Procurement and Contract Services Section – sign/date

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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 January 24, 2023

**SUBMITTED BY:** Community Development Agency- Chuck Kinney

**SUBJECT:** DESIGNATION OF AUTHORITY TO DETERMINE WHETHER ISSUANCE OF AN ALCOHOL LICENSE WOULD SERVE A PUBLIC CONVENIENCE OR NECESSITY

**SUMMARY:**

**Overview:**

On January 3, 2023, the State of California Department of Alcoholic Beverage Control wrote a letter to the Kings County Board of Supervisors (see attached) requesting that the Board notify the State as to whom will be designated the authority to determine whether issuance of an alcohol license would serve a public convenience or necessity. Historically, these requests have been sent to the Community Development Agency who have then agendized the item for a future Board of Supervisors meeting. Typically, the Board of Supervisors has approved these items under their consent calendar.

**Recommendation:**

**Determine whether to continue the historical practice of having the Department of Alcoholic Beverage Control continue to send Public Convenience or Necessity requests to the Community Development Agency to then agendize for the Boards discretion or delegate the authority to an officer or body to make determinations of Public Convenience or Necessity for persons/premises applying for an ABC license and direct staff to notify the Department of ABC's of the Board's determination.**

**Fiscal Impact:**

None to the General Fund. No fee has been established by the Board to render a decision concerning a Public Convenience or Necessity request. Should the Board delegate the authority to an officer or body to make determinations of Public Convenience or Necessity for persons/premises applying for an ABC license there is the potential for indirect cost savings since staff will no longer have to prepare the Board Agenda Items.

(Cont'd)

BOARD ACTION :

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2023.

CATHERINE VENTURELLA, Clerk of the Board

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

## **Agenda Item**

**Designation of authority to determine whether issuance of an alcohol license would serve a public convenience or necessity**

**January 24, 2023**

**Page 2 of 2**

### **BACKGROUND:**

Pursuant to Section 23958 of the California Business and Professions Code (BPC), the Department of Alcoholic Beverage Control (ABC) shall deny an application for a license if issuance would result in or add to an undue concentration of licenses. Section 23958.4 BPC defines what constitutes an "undue concentration" of ABC licenses.

Section 23958.4 further states, with respect to certain license types, e.g., off-sale (types 20,21), public premises (types 42,48), and certain club-type licenses (types 50,51,57), the Department may issue said licenses if the local governing body, or its designated subordinate officer or body, determines that issuance of the license would serve a public convenience or necessity (PCN).

In accordance with the above, the Department of Alcoholic Beverage Control (ABC) is reaching out to Kings County requesting that the local governing body inform the Department of ABC as to whom will be designated the authority to determine whether issuance of an alcohol license would serve a public convenience or necessity.

Historically, Kings County has had very few of these types of requests but when we have received them in the past they have been sent to the Community Development Agency who have then agenized the item for a future Board of Supervisors meeting. Typically the Board of Supervisors has approved these items under their consent calendar. If the Board desires, you could designate an officer or body to make determinations of Public Convenience or Necessity for persons/premises applying for an ABC license.



**DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2500



Filed with the Kings County  
Clerk of the Board

January 3, 2023

JAN 5 2023

Received by  
[Signature]

Board of Supervisors  
Kings County  
1400 W Lacey Blvd  
Hanford, CA 93230

RE: Public Convenience or Necessity  
23958.4 CA Business & Professions Code  
Designation of Subordinate Officer or Body

To Whom It May Concern:

Pursuant to Section 23958 of the California Business and Professions Code (BPC), the Department of Alcoholic Beverage Control (ABC) shall deny an application for a license if issuance would result in or add to an undue concentration of licenses. Section 23958.4 BPC defines what constitutes an "undue concentration" of ABC licenses.

Section 23958.4 further states, with respect to certain license types, e.g., off-sale (types 20,21), public premises (types 42,48), and certain club-type licenses (types 50,51,57), the Department may issue said licenses if the local governing body, or its designated subordinate officer or body, determines that issuance of the license would serve a public convenience or necessity (PCN).

In accordance with the above, the Department of Alcoholic Beverage Control (ABC) is requesting that the local governing body for each jurisdiction complete the applicable section below. With this information the Department will be able to assist our customers with the Public Convenience or Necessity (PCN) process, including but not limited to, which entity to contact for a PCN determination. Please complete one of the below sections and return to the Department of Alcoholic Beverage Control (ABC) so our records may be updated with current information.

- The City Council or Board of Supervisors of the City/County of \_\_\_\_\_ will make determinations of Public Convenience or Necessity (PCN) for persons/premises applying for an ABC license.
- The City Council or Board of Supervisors of the City/County of \_\_\_\_\_ has designated the following subordinate officer or body to make determinations of Public Convenience or Necessity (PCN) for persons/premises applying for an ABC license.

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- The City/County of \_\_\_\_\_ has declined to make determinations of Public Convenience or Necessity (PCN) for persons/premises applying for an ABC license. Under this circumstance, determinations for Public Convenience or Necessity (PCN) will revert to the Department of Alcoholic Beverage Control (ABC).

Pursuant to Section 23958.4 BPC, if the local governing body, or its designated subordinate officer or body, does not make a determination of Public Convenience or Necessity (PCN) within a period of 90 days, then the authority to make the determination will revert to the Department of Alcoholic Beverage Control (ABC).

Please contact us if you have any questions or concerns.

Sincerely,



Susan Medrano  
Licensing Manager

Enclosure: 23958 & 23958.4 B.P.

## **Business & Profession Code § 23958**

Upon receipt of an application for a license or for a transfer of a license and the applicable fee, the department shall make a thorough investigation to determine whether the applicant and the premises for which a license is applied qualify for a license and whether the provisions of this division have been complied with, and shall investigate all matters connected therewith which may affect the public welfare and morals. The department shall deny an application for a license or for a transfer of a license if either the applicant or the premises for which a license is applied do not qualify for a license under this division.

The department further shall deny an application for a license if issuance of that license would tend to create a law enforcement problem, or if issuance would result in or add to an undue concentration of licenses, except as provided in Section 23958.4.

### **Business & Profession Code § 23958.4**

(a) For purposes of Section 23958, “undue concentration” means the case in which the applicant premises for an original or premises-to-premises transfer of any retail license are located in an area where any of the following conditions exist:

- (1) The applicant premises are located in a crime reporting district that has a 20 percent greater number of reported crimes, as defined in subdivision (c), than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency.
- (2) As to on-sale retail license applications, the ratio of on-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of on-sale retail licenses to population in the county in which the applicant premises are located.
- (3) As to off-sale retail license applications, the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located.

(b) Notwithstanding Section 23958, the department may issue a license as follows:

- (1) With respect to a nonretail license, a retail on-sale bona fide eating place license, a retail license issued for a hotel, motel, or other lodging establishment, as defined in subdivision (b) of Section 25503.16, a retail license issued in conjunction with a beer manufacturer’s license, or a winegrower’s license, if the applicant shows that public convenience or necessity would be served by the issuance.
- (2) With respect to any other license, if the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. The 90-day period shall commence upon receipt by the local governing body of (A) notification by the department of an application for licensure, or (B) a completed application according to local requirements, if any, whichever is later.

If the local governing body, or its designated subordinate officer or body, does not make a determination within the 90-day period, then the department may issue a license if the applicant shows the department that public convenience or necessity would be served by the issuance. In making its determination, the department shall not attribute any weight to the failure of the local governing body, or its designated

subordinate officer or body, to make a determination regarding public convenience or necessity within the 90-day period.

(c) For purposes of this section, the following definitions shall apply:

(1) "Reporting districts" means geographical areas within the boundaries of a single governmental entity (city or the unincorporated area of a county) that are identified by the local law enforcement agency in the compilation and maintenance of statistical information on reported crimes and arrests.

(2) "Reported crimes" means the most recent yearly compilation by the local law enforcement agency of reported offenses of criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny, theft, and motor vehicle theft, combined with all arrests for other crimes, both felonies and misdemeanors, except traffic citations.

(3) "Population within the census tract or census division" means the population as determined by the most recent United States decennial or special census. The population determination shall not operate to prevent an applicant from establishing that an increase of resident population has occurred within the census tract or census division.

(4) "Population in the county" shall be determined by the annual population estimate for California counties published by the Population Research Unit of the Department of Finance.

(5) "Retail licenses" shall include the following:

(A) Off-sale retail licenses: Type 20 (off-sale beer and wine) and Type 21 (off-sale general).

(B) On-sale retail licenses: All retail on-sale licenses, except Type 43 (on-sale beer and wine for train), Type 44 (on-sale beer and wine for fishing party boat), Type 45 (on-sale beer and wine for boat), Type 46 (on-sale beer and wine for airplane), Type 53 (on-sale general for train and sleeping car), Type 54 (on-sale general for boat), Type 55 (on-sale general for airplane), Type 56 (on-sale general for vessels of more than 1,000 tons burden), and Type 62 (on-sale general bona fide public eating place intermittent dockside license for vessels of more than 15,000 tons displacement).

(6) A "premises-to-premises transfer" refers to each license being separate and distinct, and transferable upon approval of the department.

(d) For purposes of this section, the number of retail licenses in the county shall be established by the department on an annual basis.

(e) The enactment of this section shall not affect any existing rights of any holder of a retail license issued before April 29, 1992, whose premises were destroyed or rendered unusable as a result of the civil disturbances occurring in Los Angeles from April 29 to May 2, 1992, to reopen and operate those licensed premises.

(f) This section shall not apply if the premises have been licensed and operated with the same type license within 90 days of the application.

**CERTIFIED MAIL**

STATE OF CALIFORNIA  
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL  
1330 B EAST SHAW AVENUE  
FRESNO, CA 93710



7020 3160 0000 7365 2408

Filed with the Kings County  
Clerk of the Board

JAN 5 2023

Received by: *[Signature]*

BOARD OF SUPERVISORS  
KINGS COUNTY  
1400 W. LACEY BLVD  
HANFORD CA 93230

93230-599799

PLEASE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE



Filed with the Kings County  
Clerk of the Board

JAN 5 2023

Received by: *[Signature]*





# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM January 24, 2023

**SUBMITTED BY:** Department of Public Health –Rose Mary Rahn

**SUBJECT:** NOVEL CORONAVIRUS 2019/INFLUENZA/RESPIRATORY SYNCYTIAL  
VIRUS COUNTY UPDATES

### **SUMMARY:**

#### **Overview:**

On March 4, 2020, the Governor of California proclaimed a State of Emergency throughout California because of the increase in cases reported of the novel coronavirus, a disease now known as COVID-19. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020, the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings.

#### **Recommendation:**

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

#### **Fiscal Impact:**

The County is tracking costs and revenue losses related to the emergency.

### **BACKGROUND:**

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat.

(Cont'd)

**BOARD ACTION :**

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

I hereby certify that the above order was passed and adopted  
on \_\_\_\_\_, 2023.

CATHERINE VENTURELLA, Clerk to the Board

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

## **Agenda Item**

### **NOVEL CORONAVIRUS 2019/INFLUENZA/RESPIRATORY SYNCYTIAL VIRUS COUNTY UPDATES**

**January 24, 2023**

**Page 2 of 2**

The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there are vaccines and antiviral treatment for COVID-19. Per Board determination, the COVID-19 update was adjusted to once a month to the Board on County related activities and response.