

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

Kyria Martinez, Acting Co. Admin. Officer
Diane Freeman, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, May 2, 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 ❖ website: <https://www.countyofkings.com>

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

<https://countyofkings.webex.com/countyofkings/j.php?MTID=mdc3c0ca9fec270b330bdee01ac51ac1>

or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting. Remote WebEx participation for members of the public is provided for convenience only. In the event that the WebEx connection malfunctions or becomes unavailable for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access.

WebEx will be available for access at 8:50 a.m.

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<https://youtube.com/live/a7swjk0MfEs?feature=share>

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Tyler Jones – 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. Approval of the minutes from the regular meeting for April 25, 2023.

IV. CONSENT CALENDAR

A. Department of Agriculture:

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Pink Bollworm Cotton Plowdown and Host-Free Monitoring Program retroactively effective December 1, 2022 through June 30, 2023.

B. County Counsel:

1. Consider appointing Helen Wells as a Trustee of the Hanford Cemetery District to fill a vacant term of office that expires on January 1, 2024.
2. Consider adopting a Resolution authorizing the Hanford Joint Union High School District to sell bonds directly.
3. Consider renewing the declaration of a local emergency due to flood conditions in Kings County.

C. Human Resources:

1. a. Consider authorizing the Human Resources Director to sign the side letter to the Agreement with the Supervisor's Unit for modifications to Article 41 Public Health Department Professional Licenses;
- b. Authorize the Human Resources Director to sign the side letter to the Agreement with the General Unit for modifications to Article 42 Public Health Department Professional Licenses.

D. Public Health Department:

1. a. Consider approving an Agreement with Kings Partnership for Prevention to establish, facilitate, and support the Kings County Health Equity Advisory Panel per the California Equitable Recovery Initiative requirements effective upon execution through June 30, 2024;
- b. Adopt the budget change. **(4/5 vote required)**
2. Consider adopting a Resolution authorizing the Director of Public Health to apply for the Local Enforcement Agency Grant application with the Department of Resources Recycling and Recovery.

E. Administration:

1. a. Consider changing the designation from Sarah Poots to the Risk Manager, as the representative for Kings County to the Board of Directors for the Public Risk Innovation, Solutions, and Management;
- b. Designate the County Administrative Officer, as the designated alternate for Kings County.



V.

REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis

Public Health Department – Rose Mary Rahn

1. Consider adopting a Resolution proclaiming the month of May 2023 as Mental Health Awareness Month and Maternal Mental Health Month in Kings County.

B. Public Health Department – Rose Mary Rahn/Czarina Marasigan

1. Consider adopting a Resolution proclaiming the week of May 6-12, 2023 as National Nurses Week.

C. Administration – Kyria Martinez

1. a. Consider adopting a Resolution proclaiming May 7 through May 13, 2023 as Public Service Recognition Week and declaring the Kings County Annual Employee Recognition Barbecue as a tobacco-free event;
- b. Authorize the Chairman to sign letters of thanks on behalf of the Board to California Public Finance Authority, Kings Federal Credit Union, Central Valley Meat Company, Buddies Trophies, and other organizations for their contributions during the event.

D. Administration – Kyria Martinez/Melissa Scheffel

Sheriff's Office – David Robinson

1. a. Consider authorizing the Sheriff to sign the Agreement with the Department of State Hospitals for the Jail Based Competency Treatment Program retroactively effective December 2, 2022 through June 30, 2024;
- b. Approve an Agreement with the California Forensic Medical Group, Incorporated for the Jail Based Competency Treatment Program retroactively effective from December 2, 2022 through June 30, 2024;
- c. Adopt the budget change. **(4/5 vote required)**

VI.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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



VII. CLOSED SESSION

◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]
 Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore**

- General Unit - CLOCEA
- Supervisor’s Unit - CLOCEA
- Blue Collar - SEIU
- Detention Deputy’s Association
- Firefighter’s Association
- Deputy Sheriff’s Association
- Probation Officer’s Association
- Prosecutor’s Association
- Unrepresented Management

VIII. ADJOURNMENT

The Regular Meeting for May 9, 2023 has been canceled due to Kings County Employee Appreciation Event.

The next regularly scheduled meeting will be held on Tuesday, May 16, 2023 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

May 9	-	Regular Meeting Canceled due to Kings County Employee Appreciation Event
May 16	9:00 AM	Regular Meeting
May 23	9:00 AM	Regular Meeting
May 24, 25, 26	9:00 AM	Board of Equalization – Leprino Foods Company Hearing
May 29	-	Regular Meeting Canceled due to Memorial Day Holiday on May 28
June 6	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

Kyria Martinez, Acting Co. Admin. Officer
Diane Freeman, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, April 25, 2023
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – William Lynch, Kings County Fire Chief
PLEDGE OF ALLEGIANCE
MEMBERS PRESENT: JOE NEVES, DOUG VERBOON, RUSTY ROBINSON
MEMBERS ABSENT: RICHARD VALLE, RICHARD FAGUNDES



II. UNSCHEDULED APPEARANCES

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Scott Holwell, Kings County Veteran's Services Officer/Public Guardian stated that he wanted to state that the Veteran's Memorial Statue unveiling will be held in Corcoran at the new Gateway Park at 10:00 a.m. and thanked the Board for their support of the project for all Veterans not only in Kings County but across the Nation.

Sarah Hacker, Kings County District Attorney stated that her office is having difficulty competing with other Counties salaries for entry level attorneys and stated that her office is losing attorneys quicker than they can recruit. This is causing a shortage in staff covering court cases and asked if the salary survey could be completed quickly in hopes that the Board can take a realistic look at what other County salaries are and possibly implement those to mitigate the impacts.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for April 18, 2023.

REPORT OUT: Diane Freeman, County Counsel stated that the Board decided to participate in the litigation National Opioid Litigation – Teva Settlement. (JN, DV, RR-Aye, RV, RF-Absent)

B. Approval of the minutes from the regular meeting for April 18, 2023.

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

Supervisor Verboon stated that the In-Home Supportive Services Public Authority meeting scheduled for 11:00 a.m. today has been canceled.

IV. CONSENT CALENDAR

A. Public Health Department:

1. a. Consider approving an Agreement with Kings Partnership for Prevention to establish, facilitate, and support the Kings County Health Equity Advisory Panel per the California Equitable Recovery Initiative requirements effective upon execution through June 30, 2024; [AGMT 23-038]
- b. Adopt the budget change. (4/5 vote required)

ITEM WAS PULLED AND WILL BE BROUGHT BACK ON A FUTURE AGENDA

V. REGULAR AGENDA ITEMS

A. Public Health Department – Rose Mary Rahn/Czarina Marasigan

1. Consider adopting a Resolution proclaiming the week of May 6-12, 2023, as National Nurses Week. [RESO 23-025]

ITEM WAS PULLED AND WILL BE BROUGHT BACK ON A FUTURE AGENDA

**B. Administration – Kyria Martinez
District Attorney's Office – Sarah Hacker**

1. Consider adopting a Resolution proclaiming April 26, 2023, as Denim Day in Kings County. [RESO 23-026]

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



VI.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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Supervisor Robinson stated that he attended the San Joaquin Valley Air Pollution Control District meeting, continues to deal with flooding related issues and toured Armona to look at pavement issues.

Supervisor Neves stated that he continues to deal with flooding related issues, toured Meyer's House, attended the Local Agency Formation Commission meeting, continues to announce softball at Lemoore High School, attended the South Fork Kings Ground Water Surface Authority meeting, attended the American Legion breakfast, attended a briefing at the Emergency Operations Center, attended a Kings United Way zoom meeting, toured the Slate Solar project with Stanford University and students and attend the Kings County Historical Society meeting.

Supervisor Verboon stated that he attended the Kings County Economic Development meeting at Hop Forged, attended the Celebration of Life for Dan Chin, former Hanford City Councilmember, Mayor and LAFCo member. He stated that he will hold his third Town Hall meeting in conjunction with Fresno County Board of Supervisor Buddy Mendes on Thursday, April 27, 2023 at 6:00 p.m. at Kings River Hardwick School located at 10300 Excelsior Avenue in Hanford.

- ◆ **Board Correspondence: Kyria Martinez stated that the Board received a Meeting Notice and Agenda from Central Valley Regional Water Quality Control Board received on April 19, 2023. The Board received correspondence dated April 11, 2023 from the Kings County Prayer Force regarding a catered luncheon on Thursday, May 4, 2023.**
- ◆ **Upcoming Events: Kyria Martinez stated that the Kings County DA's Victim Witness Assistance Program will host its quilt display in person for National Crime Victims' Rights Week on April 27, 2023 from 2:00 p.m.-7:00 p.m. at First Baptist Hanford. Save the Date for the Veterans Memorial Statue Unveiling in Corcoran, California on Saturday, April 29, 2023. The statues will be in the heart of Corcoran's new Gateway Park. RSVPs for large groups can be emailed to Richard Valle at vallerf@yahoo.com- everyone else does not need to RSVP. The Spring Book Sale will be taking place this Saturday April 29, 2023 from 10:00 a.m. – 2:00 p.m. at the Hanford Branch Library. Most items are \$1 and items for sale will include new and used books and music CDs. For more information please visit KingsCountyLibrary.Org The Food Truck Takeover will take place on Saturday, May 6, 2023 from 6:00 p.m.-9:30 p.m. on Court Street in Civic Park in Hanford. There will be great food, a beer garden and live music. Avenal will be hosting a weekend of "Old Timer's Events", on Friday, May 5, 2023 at 5:00 p.m. at the Vet's Hall there will be a Spaghetti Dinner. Tickets are \$15 per person. On Saturday, May 6, 2023, Avenal will be hosting a OTD Breakfast Buffet at the Veteran's Hall starting at 7:30 a.m. Tickets are \$15 at the door. Thereafter there will be a parade line up at AES at 9:00 a.m. and park activities to follow at 11:00 a.m. At 5:00 p.m. at the Vet's Hall there will be the Avenal Old Timer's Day Annual All Class Reunion Dinner at a price of \$50 per person. On Sunday, May 7, 2023 there will be Tours of Discovery Well and Tar Canyon. Meet at Vet's Hall at 1:00 p.m. The Central Valley Blood Bank will have their buses on campus for our employee blood drive on Thursday, May 18, 2023. On Thursday, April 27, 2023 at Kings River Hardwick school their will be a Town Hall meeting with Supervisor Doug Verboon will be the representative for Kings County and Supervisor Buddy Mendes will be the representative for Fresno County. The Kings County Emergency Operation Center will be giving an update on resources, the meeting is scheduled for 6:00 p.m.-7:00 p.m. and information about the meeting can be found at the County of Kings webpage.**



- Information on Future Agenda Items: **Kyria Martinez stated that the following items would be on a future agenda: Administration -Resolution proclaiming May 7 – 13, 2023 as Public Service Recognition Week; Agriculture Department – Cooperative agreement with the California Department of Food and Agriculture for the County’s Pink Bollworm Cotton Plowdown and host free monitory program; Behavioral Health -Resolution proclaiming Mental Health Awareness and Maternal Mental Health Month for May 2023, County Counsel - appointment of Trustee to the Board of the Hanford Cemetery District; Human Resources – Side letter of Agreement with the General and Supervisor’s unit for Public Health Department Professional licenses; Public Health - agreement with Heluna Health Epidemiology.**

VII. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, May 2, 2023 at 9:00 a.m.

<i>FUTURE MEETINGS AND EVENTS</i>		
May 2	9:00 AM	Regular Meeting
May 9	-	Regular Meeting Canceled due to Kings County Employee Appreciation Event
May 16	9:00 AM	Regular Meeting
May 23	9:00 AM	Regular Meeting
<i>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>		



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 2, 2023

SUBMITTED BY: Agriculture Department – Jimmy Hook/Lynda Schrupf

SUBJECT: COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE PINK BOLLWORM COTTON PLOWDOWN AND HOST-FREE MONITORING PROGRAM

SUMMARY:

Overview:

The Agricultural Commissioner–Sealer provides services, in cooperation with the California Department of Food and Agriculture (CDFA), to enforce the Pink Bollworm Cotton Plowdown and Host-Free Monitoring Program. This Cooperative Agreement continues the County’s enforcement of the program, which expires June 30, 2023.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County’s Pink Bollworm Cotton Plowdown and Host-Free Monitoring Program retroactively effective December 1, 2022 through June 30, 2023.

Fiscal Impact:

There is no impact to the General Fund. Revenue of \$8,458 for this program is included in the Fiscal Year (FY) 2022-23 Adopted Budget, in Budget Unit 260000, Account 81512 (State Aid-Agriculture).

BACKGROUND:

The Cooperative Agreement is for the County’s enforcement of the cotton plowdown and monitoring of the pink bollworm host-free period. The department will survey all cotton growing areas in the county for compliance with cotton plowdown regulations and will monitor the pink bollworm host-free period for cotton from December 20, 2022 through March 10, 2023. The term of this agreement is from December 1, 2022 through June 30, 2023. This is an ongoing program, which the department received verbal confirmation from CDFA to continue while CDFA drafted the agreement. The agreement was received by the department on March 28, 2023 due to internal delays at the CDFA. The Cooperative Agreement has been reviewed and approved by County Counsel as to form.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

22-1872-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF KINGS

2. The Agreement Term is: December 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: \$8,457.84

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

Exhibit A: Recipient and Project Information 2 Page(s)

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF KINGS

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

680 N Campus Drive, Suite B, Hanford, CA 93230-3556

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ANNABELE CUTAJAR, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120

SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Survey all cotton growing areas in the county to enforce plowdown and host-free compliance to cotton growers and enforce any special permits issued by the Secretary, which are relevant to plowdown compliance and/or the host-free period according to provisions of the California Food and Agricultural Code, Sections 5404, 5552, 5553, 5781 through 5784, 5786 and Title 3, California Code of Regulation (CCR) Sections 3590 and 3595; and Title 3, CCR, Section 3154.

Project Title: Pink Bollworm Cotton Plowdown and Host-free Period Monitoring Program

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Emily Schoenborn	Name: Jimmy Hook
Division/Branch: PHPPS / Integrated Pest Control	Organization: COUNTY OF KINGS
Address: 1220 N Street	Address: 680 N Campus Drive, Suite B
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Hanford, CA 93230-3556
Phone: 559-805-3192	Phone: 559-852-2830
Email Address: emily.schoenborn@cdfa.ca.gov	Email Address: jimmy.hook@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Marc Yee	Name:
Division/Branch: PHPPS / Integrated Pest Control	Organization:
Address: 1220 N Street	Address:
City/State/Zip: Sacramento, CA 95814	City/State/Zip:
Phone: 916-926-9841	Phone:
Email Address: marc.yee@cdfa.ca.gov	Email Address:

FISCAL CONTACT FOR RECIPIENT (if different from above):

Name:

Organization:

Address:

City/State/Zip:

Phone:

Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFR Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established by the Federal Travel Regulation, issued by [General Services Administration \(GSA\)](#), including the maximum per diem and subsistence rates prescribed in those regulations.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

Scope of Work
Kings County Agricultural Commissioner
Pink Bollworm Cotton Plowdown and Host-free Period Monitoring Program
Fiscal Year 22/23. Grant Term: 12/01/22 through 06/30/23

AGENCY RESPONSIBILITY

Section 1. California Department of Food and Agriculture (CDFA), Pink Bollworm (PBW) Program will:

- A. Provide cotton acreage maps describing the location of known cotton fields to aid in plowdown/host-free period compliance monitoring by November 15, for Districts 2, 3, and 4, San Joaquin Valley (SJV) or the County Agricultural Commissioner (CAC) can utilize their computerized pesticide use report registration data for determining field location.**
- B. Provide the cotton acreage figures as the basis for the established \$0.18 per acre funding level for their program. Acreage figures will be provided by the CDFA as determined by the PBW mapping program.**
- C. Provide technical assistance and training to CAC's office personnel, as requested, on how to achieve and maintain the cotton host-free period.**
- D. Provide a list of current year and prior year PBW native find sites by county, township-range and section to the CAC.**
- E. In the SJV, monitor all cotton fields in each county in which native PBW life forms have been found during the current cotton-growing season.**
- F. When feasible, conduct quality control checks on host-free period program. Contact person: Emily Schoenborn, Environmental Scientist, CDFA, 2895 North Larkin Avenue, Suite A. Fresno, CA 93727, Phone (559) 805-3192, Fax (661) 399-1601.**

Section 2. The County Agricultural Commissioner will:

- A. Survey all cotton growing areas in his or her county and enforce plowdown and host-free compliance according to provisions of the California Food and Agricultural Code, sections 5404, 5552, 5553, 5781 through 5784, 5786 and Title 3, California code of Regulation (CCR), sections 3590 and 3595. Plus enforce any Special Permits issued by the Secretary under Title 3, CCR, Section 3154, which are relevant to plowdown compliance and/or the host-free period.**
- B. Reporting Requirements: Within 15 days after the plowdown date for each respective district, make a report to the CDFA, PBW Program, on the status of plowdown compliance in each county. Continue to submit monthly reports on the status of plowdown compliance and maintenance of the host-free period intervals until the cotton planting dates have been reached. Information on all fields not in compliance or under action and any penalties or fines levied should be included in the monthly reports.**

A final status report will be submitted with the invoice for a lump-sum payment.

**KINGS COUNTY
AGRICULTURAL COMMISSIONER**

**Pink Bollworm Program
Cotton Plowdown & Host-free Monitoring**

Fiscal Year 2022 - 2023

**Grant Term:
December 1, 2022 through June 30, 2023**

FISCAL DISPLAY / BUDGET SHEET

<u>Cotton Acreage</u>	<u>Cost Per Acre</u>	<u>Amount</u>
46,988	\$0.18	\$ 8,457.84



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 2, 2023

SUBMITTED BY: County Counsel - Diane Freeman

SUBJECT: APPOINTMENT OF TRUSTEE TO THE BOARD OF THE HANFORD
CEMETERY DISTRICT

SUMMARY:

Overview:

Under Health and Safety Code section 9024, the Board of Supervisors may appoint a trustee to public cemetery district boards. There is one current opening on the Hanford Cemetery District board.

Recommendation:

Appoint Helen Wells as a Trustee of the Hanford Cemetery District to fill a vacant term of office that expires on January 1, 2024.

Fiscal Impact:

None.

BACKGROUND:

The Hanford Cemetery District ("District") has a five-member Board of Trustees. The Trustees each serve staggered four-year terms. Due to the retirement of Wesley Yearly, there is one vacancy to be filled. Ms. Wells' application has been received by the Clerk of the Board of Supervisors requesting appointment to the seat. The District has requested that the Board of Supervisors appoint trustee Helen Wells to serve the remainder of Mr. Yearly's four-year term which will expire on January 1, 2024.

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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 2, 2023

SUBMITTED BY: County Counsel –Diane Freeman

SUBJECT: AUTHORIZATION FOR HANFORD JOINT UNION HIGH SCHOOL DISTRICT
TO SELL BONDS

SUMMARY:

Overview:

In order for the Hanford Joint Union High School District to issue and sell bonds directly, the Board of Supervisors must decline to do so by authorizing the District to sell directly.

Recommendation:

Adopt a Resolution authorizing the Hanford Joint Union High School District to sell bonds directly.

Fiscal Impact:

None.

BACKGROUND:

An election was held in the Hanford Joint Union High School District (the “District”) on November 8, 2016 for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$33,000,000. On May 22, 2018, the District issued an initial series of bonds in the amount of \$12,999,992 pursuant to the bond measure. On July 29, 2020, the District issued a second series of bonds in the amount of \$10,999,962. The District now desires to issue the second series of bonds in an amount not-to-exceed \$9,000,045 (the “Bonds”) and authorized the sale at its May 9, 2023 Board meeting. The Bonds are being authorized for sale for the purpose of providing funds to finance projects approved by Measure L and to pay the costs of issuing the Bonds. The District requests your Board’s authorization to proceed with the sale and your directive to the Auditor-Controller to maintain taxes on the tax roll. This can be accomplished with the adoption of the attached resolution. This action will apply an ad valorem tax on all taxable property within the jurisdictional boundaries of the District. A copy of the District’s resolution authorizing the issuance and sale, along with its Purchase Agreement in connection with the bond program, is available for review with the Clerk of the Board.

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.

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

* * * * *

IN THE MATTER OF AUTHORIZING HANFORD RESOLUTION NO. _____
JOINT UNION HIGH SCHOOL DISTRICT TO
SELL BONDS DIRECTLY AND DIRECTING THE
COUNTY AUDITOR-CONTROLLER TO MAINTAIN
TAXES ON THE TAX ROLL _____/

WHEREAS, a duly called municipal election was held in the Hanford Joint Union High School District (the “District”), County of Kings, California (the “County”) on November 8, 2016 (the “Election”) and thereafter canvassed pursuant to law; and

WHEREAS, at the Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount not-to-exceed \$33,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the “Authorization”); and

WHEREAS, on May 22, 2018, the District issued the first series of bonds under the Authorization in the aggregate principal amount of \$12,999,992; and

WHEREAS, on July 29, 2020, the District issued the second series of bonds under the Authorization in the aggregate principal amount of \$10,999,962; and

WHEREAS, on May 9, 2023, the Board of Trustees of the District adopted a resolution (the “District Resolution”) that authorized the issuance of the second series of bonds pursuant to the Authorization in an aggregate principal amount not-to-exceed \$9,000,045, and to be designated as “Hanford Joint Union High School District (Kings and Tulare Counties, California) Election of 2016 General Obligation Bonds, Series C” (the “Bonds”); and

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Act”), the Bonds are authorized to be issued by the District, for the purposes set forth in the ballot submitted to voters at the Election; and

WHEREAS, California Education Code Section 15140(b) authorizes a county board of supervisors to adopt a resolution providing that, in specified circumstances, the governing board of a school district or community college district over which the county superintendent of schools has jurisdiction, and which has not received a qualified or negative certification in its most recent interim report, may issue and sell bonds on its own behalf and without further action by the board of supervisors or other offices of the county; and

WHEREAS, the District has represented and warranted to the County that it has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, this Board desires to make such procedures available to the Board of Trustees of the District with regard to the Bonds; and

WHEREAS, pursuant to the District Resolution, the District has formally requested to have the Auditor-Controller of the County (the “Auditor-Controller”) levy *ad valorem* taxes in an amount sufficient to pay the principal of and interest on the Bonds when due, and to place on its 2023-24 tax roll, and all subsequent tax rolls, taxes sufficient to fulfill the requirements of the debt service schedule for the Bonds that will be provided to the Auditor-Controller and Treasurer of the County (the “Treasurer”) by the District following the sale of the Bonds.

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

1. Application of Section 15140(b) to Bonds sold under the Authorization by the District. Pursuant to Section 15140(b) of the Education Code, this Board authorizes the District to issue and sell the Bonds on its own behalf under the Authorization, in one or more series of bonds, in an amount not to exceed \$9,000,045, without further action by this Board.

2. Levy and Collection of Tax for Payment of Bonds. This Board authorizes the levy and collection, on all taxable property in the County situated within the District, during the period when any of the Bonds are outstanding, of *ad valorem* taxes in an amount sufficient along with such taxes levied by Tulare County, to pay the principal of and interest on the Bonds when due. Such taxes, when collected, shall be paid to the Treasurer pursuant to Section 15251 of the Education Code. The Auditor-Controller is further authorized and directed to maintain on its tax roll, and all subsequent tax rolls, taxes in an amount sufficient to fulfill the requirements of the debt service schedule for the Bonds.

3. Other Actions. The Chairperson, the Clerk, the Auditor-Controller, the County Counsel, and the Treasurer and the deputies and designees of such officers, are hereby authorized and directed to execute and deliver any and all certificates, representations or agreements as may be acceptable to County Counsel, and which are deemed necessary and desirable to accomplish the transactions authorized herein or to otherwise comply with the terms of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

4. Effective Date. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 2nd day of May, 2023, by the following vote:

[REMAINDER OF PAGE LEFT BLANK]

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

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

WITNESS my hand and seal of said Board of Supervisors this 2nd day of May, 2023.

By: _____
Clerk of the Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 2, 2023

SUBMITTED BY: County Counsel – Diane Freeman

SUBJECT: RENEWAL OF LOCAL EMERGENCY DUE TO FLOOD CONDITIONS IN
KINGS COUNTY

SUMMARY:

Overview:

On March 14, 2023, the Kings County Board of Supervisors (“Board”) ratified the proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property caused by excessive precipitation and flooding.

Recommendation:

Renew the declaration of a local emergency due to flood conditions in Kings County.

Fiscal Impact:

The declaration of local emergency may provide some financial and administrative relief to help local farmers, businesses, and government agencies in addressing the problems associated with flood risk.

BACKGROUND:

The California Emergency Services Act, Government Code section 8550, *et seq.*, authorizes the Board to proclaim local emergencies based on the “existence of conditions of disaster or of extreme peril to safety of persons and property” caused by flood (Gov. Code § 8558, subd. (c).). Thereafter, the County may work with the California Emergency Management Agency to seek aid, and may also appropriate and transfer funds to address emergency situations upon a four-fifths vote (Gov. Code § 29127.). On March 10, 2023, the County’s Emergency Services Director proclaimed a local emergency due to flood conditions, pursuant to Government Code section 8630, subdivision (a), and Kings County Ordinance Code section 6-7(A)(1). In accordance with Ordinance 6-7(A)(1), the Board ratified the proclamation.

(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

RENEWAL OF DECLARATION OF LOCAL EMERGENCY DUE TO FLOOD CONDITIONS IN KINGS COUNTY

May 2, 2023

Page 2 of 2

The circumstances necessitating the renewed declaration of local emergency due to flood conditions are as follows:

- During the first quarter of 2023, the Tulare Lake Basin experienced an unprecedented amount of precipitation due to twelve atmospheric rivers
- Between January and March of 2023 that brought significant rainfall and snow to the region. As of April 2023, the 6-Station precipitation index for the Tulare Lake Basin was equivalent to the amount of precipitation recorded during the wettest period on record, which was in 1968-1969. The series of atmospheric rivers that occurred in March contributed to partially filling the Tulare Lake.
- The California Department of Water Resources (“DWR”) conducted snow surveys and reported that as of April 7, 2023, the statewide snow water content is 246% higher than the average amount recorded to date. In the southern region, where the watershed for Tulare Lake is situated, the snow water content was at 296% of the average.
- Estimated runoff from the snowpack grossly exceeds the capacity of reservoirs along the Kings River, Kaweah River, Tule River and Kern Rivers. Prolonged high releases from these reservoirs are anticipated to flow into the Tulare Lake during Spring 2023 and into the summer months.
- These flows will cause additional flooding of the Tulare Lake and other portions of Kings County and will severely stress the water conveyance infrastructure in Kings County and the region, resulting from erosion caused by high velocities and seepage from elevated water surface levels in the channels.
- Initial damage estimates due to flooding exceed \$43 million. Additional damage is anticipated.
- Conditions of extreme peril to the safety of persons and property continue to exist within the County of Kings caused by excessive precipitation and flooding, and local resources are insufficient to address the situation effectively.

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

A RESOLUTION TO CONTINUE
THE LOCAL EMERGENCY DUE TO
FLOODS PURUSANT TO CALIFORNIA
GOVERNMENT CODE §8630 et seq. ____/

RESOLUTION NO. _____

WHEREAS, on March 14, 2023, the Kings County Board of Supervisors (“Board”) adopted Resolution No. 23-__ ratifying the Director of Emergency Services March 10, 2023 Proclamatin of Local Emergency Due to Floods issued in response to a series of atmospheric river systems impacting California beginning on January 4, 2023 and the imminent flooding resulting therefrom;

WHEREAS, between January and March of 2023 a series of twelve atmospheric rivers brought significant rainfall and snow to the region. As of April 2023, the 6-Station precipitation index for the Tulare Lake Basin was equivalent to the amount of precipitation recorded during the wettest period on record, which was in 1968-1969. The series of atmospheric rivers that occurred in March contributed to partially filling the Tulare Lake;

WHEREAS, the California Department of Water Resources (“DWR”) conducted snow surveys and reported that as of Aril 7, 2023, the statewide snow water content is 246% higher than the average amount recorded to date. In the southern region, where the watershed for Tulare Lake is situated, the snow water content was at 296% of the average;

WHEREAS, Estimated runoff from the snowpack grossly exceeds the capacity of reservoirs along the Kings River, Kaweah River, Tule River and Kern Rivers and prolonged high releases from these reservoirs are anticipated to flow into the Tulare Lake during Spring 2023 and into the summer months;

WHEREAS, these flows will cause additional flooding of the Tulare Lake and other portions of Kings County and will severely stress the water conveyance infrastructure in Kings County and the region;

WHEREAS, flooding places local agriculture and the economy at risk by removing farmland from active production and causing delays in critical activities including without limitation pruning, preparation for and planting of 2023 crops, permanent crop maintenance and animal mortality.

WHEREAS, community members living or working near river, creek and storm beds are at particular risk of harm to their well-being, including life threatening harm, due to their heightened exposure to flooding, downed trees, and/or downed power lines;

WHEREAS, the Board of Supervisors hereby finds flood conditions continue to constitute an extreme peril to the health, safety and welfare of persons in Kings County, and

such conditions are beyond the control of the services, personnel, equipment, and facilities of this County, therefore, necessitating an extension to this Proclamation of the existence of a local emergency;

WHEREAS, Kings County's local resources are inadequate to respond to the imminent threat, and the resources of multiple political subdivisions of the State of California are required to respond to these conditions; and

WHEREAS, the Board of Supervisors has reviewed the need to continue the local emergency at least once every 60 days as required by Government Code Section 8630.

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

1. The recitals above are true and correct.
2. Conditions of disaster and extreme peril to the safety of persons and property continue within the County of Kings caused by the large amounts of snow accumulated in the Sierra Nevada Mountains, precipitation from atmospheric river storms and imminent flooding the County will experience as a result.
3. Due to such conditions, Kings County has need to continue the local emergency.
4. Resolution No. 23-____ and the Emergency Proclamation ratified thereby are renewed.
5. The need for continuing this local emergency shall continue to be reviewed as required by Government Code section 8630 and the Board of Supervisors shall proclaim the termination of this local emergency at the earliest date that conditions warrant.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the ____ day of April, 2023, by the following vote:

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

Richard Valle, Chairman
Board of Supervisors, County of Kings

WITNESS my hand and seal of said Board of Supervisors this ____ day of April, 2023.

Catherine Venturella, Clerk to the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 2, 2023

SUBMITTED BY: Human Resources – Carolyn Leist/Danyele Leap

SUBJECT: SIDE LETTER OF AGREEMENT WITH THE GENERAL AND SUPERVISOR'S UNIT FOR PUBLIC HEALTH DEPARTMENT PROFESSIONAL LICENSES

SUMMARY:

Overview:

The County's Memorandum of Understanding (MOU) with the General and Supervisor's Membership of California League of City Employees Association (CLOCEA) was approved with a term beginning July 1, 2021. The County and the CLOCEA met and conferred on April 12, 2023, regarding the increases to the professional license fees for employees in the Public Health Department. The agreement has been ratified by the CLOCEA membership, and the parties are recommending approval by the Board of Supervisors.

Recommendation:

- a. Authorize the Human Resources Director to sign the side letter to the agreement with the Supervisor's Unit for modifications to Article 41 Public Health Department Professional Licenses;
- b. Authorize the Human Resources Director to sign the side letter to the agreement with the General Unit for modifications to Article 42 Public Health Department Professional Licenses.

Fiscal Impact:

The fiscal impact of the professional license rate increases will be approximately \$3,616 over a three-year period. These costs will be absorbed by the Public Health Department's budget.

(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

SIDE LETTER OF AGREEMENT WITH THE GENERAL AND SUPERVISOR'S UNIT FOR PUBLIC HEALTH DEPARTMENT PROFESSIONAL LICENSES

May 2, 2023

Page 2 of 2

BACKGROUND:

The MOU with the General and Supervisor's Units were approved with a term beginning July 1, 2021 and ending June 30, 2025. Human Resources was notified by the Public Health Department that the rates for the professional licenses increased. The County and CLOCEA met on April 12, 2023. The parties conferred in good faith and reached an agreement.

The updated language would allow the Public Health Department to eliminate the need to meet and confer every time the rates increase or decrease. The department monitors the licensing fees and budgets accordingly each fiscal year.

Effective May 1, 2023 (beginning Pay Period 10-2023), employees required to maintain a professional license and/or certificate will be reimbursed based upon the current rate of the required license and/or certificate. The Public Health Department will budget accordingly in the fiscal year 2023-24 budget.

The side letter agreements are attached with all additions highlighted in red and underlined, and any deletions marked with a strikethrough.

SIDE LETTER TO THE 2021-2025 MOU BETWEEN
THE COUNTY OF KINGS
AND
CALIFORNIA LEAGUE OF CITY EMPLOYEES' ASSOCIATION

This is to confirm that the County of Kings ("County") and the California League of City Employees Association ("Association") have met and conferred on April 12, 2023, to discuss the modification of the current 2021-2025 Memorandums of Understanding (MOUs) for the General Unit via this Side Letter. Upon ratification of the union and approval by the Board of Supervisors, the following changes will become effective as modified below.

ARTICLE 42 PUBLIC HEALTH DEPARTMENT PROFESSIONAL LICENSES

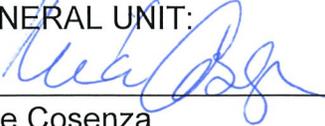
The County will pay for the professional license fees for the unit members in the following classifications. The County will reimburse, or pay, required professional license fees for the unit members in the classifications listed below (which will be monitored by the Public Health Department):

County Health Nurse I/II	\$140 every 2 years
Public Health Nurse I/II	\$140 every 2 years
Physical Therapist	\$200 every 2 years
Licensed Vocational Nurse I/II	\$155 every 2 years
Nurse Practitioner I/II	\$140 every 2 years
Physician's Assistant I/II	\$300 every 2 years
Environmental Health Officer I/II/III/IV	\$175 every 2 years
Registered Dietitian	\$50 annually
WIC Breastfeeding Coordinator	\$126 every 3 years
WIC Nutrition Assistant III	\$126 every 3 years

Occupational Therapist

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

GENERAL UNIT:


Mike Cosenza
CLOCEA Administrator

Date

COUNTY:


Carolyn Leist
Human Resources Director

Date

SIDE LETTER TO THE 2021-2025 MOU BETWEEN
THE COUNTY OF KINGS
AND
CALIFORNIA LEAGUE OF CITY EMPLOYEES' ASSOCIATION

This is to confirm that the County of Kings ("County") and the California League of City Employees Association ("Association") have met and conferred on April 12, 2023, to discuss the modification of the current 2021-2025 Memorandums of Understanding (MOUs) for the Supervisors Unit via this Side Letter. Upon ratification of the union and approval by the Board of Supervisors, the following changes will become effective as modified below.

ARTICLE 41 PUBLIC HEALTH DEPARTMENT PROFESSIONAL LICENSES

~~The County will pay for the professional license fees for the unit members in the following classifications. The County will reimburse, or pay, required professional license fees for the unit members in the classifications listed below (which will be monitored by the Public Health Department):~~

Senior Public Health Nurse	\$140 every 2 years
Senior Dietician	\$50 annually

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

SUPERVISORS UNIT:

COUNTY:



Mike Cosenza
CLOCEA Administrator

4/12/2023

Date

Carolyn Leist
Human Resources Director

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 May 2, 2023

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Everardo Legaspi
SUBJECT: CALIFORNIA EQUITABLE RESPONSE INITIATIVE SUBCONTRACT

SUMMARY:

Overview:

The California Equitable Recovery Initiative is funded by the Centers for Disease Control and Prevention (CDC) National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities grant. Funding is intended to address the impact of COVID-19, and advance health for disproportionately impacted racial and ethnic groups, rural populations, those experiencing socioeconomic disparities, and other underserved communities within state and local health jurisdictions.

Recommendation:

- a. Approve an agreement with Kings Partnership for Prevention to establish, facilitate, and support the Kings County Health Equity Advisory Panel per the California Equitable Recovery Initiative requirements effective upon execution through June 30, 2024;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The agreement amount is \$100,000 and will be paid under the department’s Health Grants budget unit 419600, The department will increase appropriations in Contractual Services, account 92047, by \$100,000 and decrease appropriations in Special Departmental account 92063 by \$100,000 as a result.

BACKGROUND:

As part of the Coronavirus Response and Relief Act of 2021, the CDC awarded the California Department of Public Health (CDPH) a portion of the *National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved* grant.

(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

CALIFORNIA EQUITABLE RESPONSE INITIATIVE SUBCONTRACT

May 2, 2023

Page 2 of 2

The CDC's expectation is that State public health agencies use available funds to address the impact of COVID-19 and advance health equity for disproportionately impacted racial and ethnic groups, rural populations, those experiencing socioeconomic disparities, and other underserved communities within state and local health jurisdictions. CDPH subsequently awarded \$421,620 to the Kings County Department of Public Health (KCDPH) for this purpose.

One of the main activities to be carried out with this funding is the establishment of a Health Equity Advisory Panel. A Sole Source Justification was submitted to and approved by the Kings County Purchasing Manager to contract with Kings Partnership for Prevention (KPPF) to establish, facilitate, and support the Kings County Health Equity Advisory Panel (KCHEAP). The panel will be comprised of, but not limited to, individuals from the following sectors: churches/spiritual leadership groups, health-services community-based organizations, schools and/or community daycares, tribal representation, food service/pantry providers, and community-based services that are not necessarily health-centric. A specific emphasis will be placed on recruiting individuals and organizations that are representative of groups disproportionately affected by the COVID-19 pandemic and representative of the cultural and ethnic diversity present in Kings County. KPPF has been identified as the best available organization to lead this effort due to their extensive experience, knowledge and connections within the sectors identified allowing KPPF to quickly and efficiently establish the KCHEAP.

KPPF is working to create an environment of equity and wellness throughout Kings County communities. Their mission is to proactively engage communities by supporting, participating in, and creating opportunities for healthy life choices for all county residents. The values of KPPF are to expand and enhance the organizational capacity of coalition member agencies, to deliver quality and effective services, to see strength derived from collaboration and partnership with diverse groups and individuals and use knowledge as a means to encourage healthful choices. The combination of experience coordinating and facilitating multi-sector workgroups, the collection and presentation of health-related data, and the ability to reach any, and all entities that will need to be involved in addressing health equity, are all unique aspects of KPPF that make the organization the best suited to lead the establishing, facilitating, and supporting of the KCHEAP.

In summary, the sole source procurement of a contract with KPPF to establish, facilitate, and support the KCHEAP is in the best interest of the residents of Kings County to address the health equity matters that exacerbated the impact of COVID-19 on certain communities and individuals.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2023 (“Effective Date”), by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and Kings Partnership for Prevention, a California nonprofit public benefit corporation (“Contractor”), (singularly a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS, the County requires services necessary to establish a Kings County Health Equity Advisory Panel to inform and guide the Kings County Department of Public Health’s work including but not limited to, Health in All Policies (HiAP), communications and an internal equity plan; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

Contractor shall not be entitled to nor receive from the County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in Exhibit A. Contractor shall receive an amount not to exceed One Hundred Thousand Dollars (\$100,000) as compensation in full for the services rendered under this Agreement. Contractor shall not be entitled to, and County shall not pay additional compensation

unless this Agreement is amended in writing by both parties.

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

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

4. TERM

This Agreement commences on the Effective Date terminates on June 30, 2024, unless otherwise extended or terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the parties as may be necessary to complete the activities detailed in Exhibit A, on the same terms and conditions, and in accordance with Section 6.

5. RECORDS AND INSPECTIONS.

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

6. AMENDMENTS

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

7. TERMINATION

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

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

effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

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

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

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

8. INSURANCE

A. Without limiting the County's right to obtain indemnification from the Contractor or any third parties, prior to the commencement of work or execution of this Agreement, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from the Contractor's Insurance Carrier guaranteeing such coverage to the County's Risk Manager. Such page shall be mailed or otherwise delivered as set forth under the Notice section of this Agreement prior to its execution. In the event Contractor fails to keep the insurance in effect as required, the County may, in addition to other remedies it may have, suspend, or terminate this Agreement.

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

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One

Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

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

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

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

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

9. INDEMNIFICATION

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

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

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

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

10. INDEPENDENT CONTRACTOR

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

11. COMPLIANCE WITH LAW

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

12. CONFIDENTIALITY

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

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable

federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, or any other protected basis.

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

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

19. NOTICE

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

first-class mail addressed as follows:

COUNTY:

COUNTY OF KINGS
EVERARDO LEGASPI, ASSISTANT DIRECTOR
330 CAMPUS DRIVE
HANFORD, CA 93230

CONTRACTOR:

KINGS PARTNERSHIP FOR PREVENTION
GABRIELA RODRIGUEZ, EXECUTIVE DIRECTOR
P.O. BOX 682
HANFORD, CA 93232

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

20. CHOICE OF LAW

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

21. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable, and the unenforceable provisions will be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

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

23. NO THIRD PARTY BENEFICIARIES.

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

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

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

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

25. ELECTRONIC SIGNATURES AND COUNTERPARTS

The Parties may sign this Agreement via electronic means and it two (2) or more counterparts that together constitute one (1) agreement.

26. AUTHORITY

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

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

COUNTY OF KINGS

KINGS PARTNERSHIP FOR PREVENTION

By: _____
Richard Valle, Chair
Kings County Board of Supervisors

Gabriela Rodriguez
By: 490E468A7636094173D5B6BC03ED2253 readysign
Gabriela Rodriguez, Executive Director

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

INSURANCE APPROVED

APPROVED AS TO FORM
DIANE FREEMAN, COUNTY COUNSEL

Sarah Poots
By: 813BB3CAD3655817F55583489257E37C readysign
Sarah Poots, Risk Manager

Cindy Crose Kliever
By: 40EEBBA457D223D6ED0E56156269E917 readysign
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work and Budget Narrative



Kings County Health Equity Advisory Panel

Scope of Work

Subaward term: Upon Execution – June 30, 2024

Subaward amount: \$100,000

The goal of the Kings County Health Equity Advisory Panel is to address COVID-19 related health disparities and advance health equity. More specifically, the Health Equity Advisory Panel will provide opportunities to build health equity infrastructure. The Advisory Panel will offer a unique opportunity to focus resources on efforts to address upstream drivers for health equity efforts. The Kings County Department of Public Health (“KCDPH”) in collaboration with Kings Partnership (“Contractor”) is leading this effort in Kings County. The Kings County Health Equity Advisory Panel will provide activities in Kings County to build infrastructure to address disparities in the current COVID-19 pandemic and set the foundation to address future responses.

As part of this agreement, Contractor shall:

- I. Establish the Kings County Health Equity Advisory Panel (KCHEAP)
 1. Ensure proper recruitment by leveraging community partnerships for all Advisory Panel meetings to include representation from the following sectors with an emphasis on cultural and ethnic diversity:
 - a. churches/spiritual leadership groups
 - b. health-services community based organizations (CBOs)
 - c. schools and/or community daycare
 - d. tribal representation
 - e. food service/pantry providers
 - f. Community services CBO (not necessarily health-centric).
 2. Coordinate, facilitate, and provide all technical support for the Advisory Panel meetings, including meeting logistics, agendas, and meeting notes.
 3. Provide stipends/honoraria to KCHEAP participants in an amount to be determined based on the number of participants, meetings, etc.
 4. The goals of the KCHEAP will include, at a minimum:
 - a. Address COVID-19 health disparities.

- b. Advance health equity.
 - c. Guide KCDPH's work in Health in All Policies (HiAP).
 - d. Support the development of a Kings County health equity plan and framework to guide future work and funding efforts by the KCDPH.
 - e. Identify and coordinate training efforts conducted by Local CBOs serving disadvantaged and traditionally marginalized populations on behalf of their organization and the people they serve.
 - f. Identify and coordinate equity-based training as the foundation for incorporating more equitable processes and policies into existing programs (Examples include training on Health in All Policies, ACEs, Fair and Equitable Housing, and local resources that serve marginalized populations).
 - g. Support prevention and mitigation of health disparities exacerbating the impact of COVID-19 and other health outcomes (direct and secondary impacts of the pandemic).
 - h. Establish an equity action plan where the communities of Corcoran, Home Garden and Armona/Lemoore will be prioritized for participation in focus groups. Care will be taken to include a mix of genders, races, ages, income levels, abilities, and languages in the feedback process.
 - i. Establish an equity action plan to address structural and/or social determinants of health (housing and homelessness, wraparound services, economic security, schools and childcare, transportation, climate change, isolation support, community safety, etc.).
 - j. Carry out focus groups within disproportionately impacted communities with the goal of building a more equitable and community-centric communications plan. Community members will be compensated for their time, as suggested within the Playbook. Community feedback will be used to drive additional COVID-19 communications as well as establish a community-delineated baseline for ongoing health communication strategy within the Department.
 - k. In addition to the community involvement described in planning phase of telehealth services, partner agencies will be engaged to assess the feasibility of integrating their services into the Department's telehealth model.
 - l. Other goals as determined by the KCHEAP.
5. Be an active member of the KCHEAP.
- II. Incorporate health equity into all current and future workgroups facilitated by Contractor including, but not limited:
1. Substance Use Response Group (SURG)
 2. Healthy Eating and Active Living Workgroup (HEAL)
 3. Kings County Mental Health Taskforce
 4. Kings Coalition for Wellness and Awareness (KCWA)
 5. Financial Stability Taskforce
 6. Adverse Childhood Experiences Network of Care (ACEs NoC)
- III. Embed equity into internal policies and practices, such as workforce equity; budgeting and contracting equity; data policy; communications and engagement practices, etc.
1. Create collaborative content aimed at providing education on advancing health equity in the community; content includes both print and virtual (including social media) material.
 2. Responsible for coordinating all social media content including but not limited to:

- a. Advisory Panel materials
- b. Promotional materials
- c. Newsletter
- d. Social media
- e. Data Updates
- f. KPFP website

IV. Reporting

1. Report program activities and expenses on a monthly basis for reimbursement of expenses that align with the submitted budget narrative (Exhibit B). Modifications to the budget and allowable expenses must be approved by the KCDPH prior to Contractor's proposed changes being eligible for reimbursement.
2. Meet with Public Health staff quarterly to evaluate the progress and purpose of the Advisory panel and over-all Contractor compliance.
3. Contractor shall provide quarterly analytic reports on the following:
 - a. Content development plan (quarterly)
 - i. Social Media Calendar
 - ii. Examples of equity posts
 - b. Targeting and Analysis
 - i. Number of "likes", shares, and engagement rate of posts (organic vs. paid media)
 - ii. Example of best performing content and analysis
 - c. Number of Newsletter with KCHEAP information
 - i. Number of recipients
 - ii. Open rate
 - iii. Click rate
 - iv. Examples of content
 - d. Number of videos produced and posted
 - i. Links and number of views
 - ii. Identify best performing content

Kings County Health Equity Advisory Panel
Program Budget

SALARIES & BENEFITS	
Executive Director	\$9,720
Office Administrator	\$14,400
Community Engagement Manager	\$10,080
Multimedia Manager	\$6,048
Total Salaries	\$40,248
OPERATING EXPENSES	
Bookkeeper & Tax Expenses	\$2,000
Administration	\$10,352
Insurance	\$3,400
Marketing	\$10,000
Data Website	\$22,000
Training	\$2,000
KCHEAP participants stipends/honoraria	\$10,000
Total Operating Expense	\$59,752
GRAND TOTAL EXPENSES	\$100,000

BUDGET JUSTIFICATION

Agency: Kings Partnership for Prevention
Project: Kings County Health Equity Advisory Panel
Term: Upon execution-June 30, 2024
Budget Total: **\$100,000**

I. Personnel (Contractors)

- **Executive Director - \$9,720**
 - The Executive Director will spend 15 hours a month working on the Kings County Health Equity Advisory Panel (KCHEAP) or other related equity activities ($\$45\text{hr} \times 12 \text{ hours a month} = \$540 \times 18 \text{ contracted months} = 9,720$).
 - The Executive Director will work on overall strategy and implementation for all equity objectives.
 - The Executive Director will provide vision and oversight for all equity projects and works specifically in leveraging partnerships and building relationships.
- **Office Administrator - \$14,400**
 - The Office Administrator will spend 30 hours a month working on the Kings County Health Equity Advisory Panel (KCHEAP) or other related equity activities ($\$20\text{hr} \times 40 \text{ hrs a month} = \$800 \times 18 \text{ contracted months} = \$14,400$).
 - The Office Administrator will ensure proper recruitment to the Kings County Health Equity Advisory Panel (KCHEAP) by leveraging community partnerships and provide technical support (event logistics, invitations, agendas, meeting notes) for all Advisory Panel meetings.
- **Community Engagement Manager - \$10,080**
 - The Community Engagement Manager will spend 20 hours a month working on the Kings County Health Equity Advisory Panel (KCHEAP) or other related equity activities ($\$28\text{hr} \times 20 \text{ hrs a month} = \$560 \times 18 \text{ contracted months} = \$10,080$).

- o Community Engagement Manager will be responsible for coordinating all Kings County Health Equity Advisory Panel (KCHEAP) and health equity social media content and will assist the Office Administrator in leveraging community partnerships with the primary goal of recruitment to the Advisory Panel.

- **Multimedia Manager - \$6,048**

- o The Multimedia Manager will spend 8 hours a month working on the Kings County Health Equity Advisory Panel (KCHEAP) or other related equity activities ($\$28\text{hr} \times 12 \text{ hrs a month} = \$336 \times 18 \text{ contracted months} = \$6,048$).
- o The Multimedia Manager will work on the equity design of print and virtual materials.
- o The Multimedia Manager will also oversee all data-related project initiatives that will be shared with the Kings County Health Equity Advisory Panel (KCHEAP).

II. Bookkeeper/Tax Expenses - \$2,000

- Time for the bookkeeper to provide Kings County Department Public Health with Invoices which break down the monthly expenses of Kings County Health Equity Advisory Panel (KCHEAP), staff and bookkeeper reports that will state what contractors will be working on regarding KCHEAP, etc.

III. Administration- \$10,352

- Office Expenses
 - o Software such as but not limited to, printing such as but not limited to brochures, posters, agendas that will be printed, equipment such as laptop, hotspot, printer, paper, ink, Microsoft, etc.

V Insurance- \$3,400

- Umbrella Policy
 - o Umbrella insurance was added as an extra insurance that provides protection beyond existing limits and coverages of other policies.

VI Marketing & Promotions - \$10,000

- Social Media Promotions
 - o Boosting FB and/or Instagram posts related to Kings County Equity Advisory Panel (KCHEAP), print materials; equity materials that can be shared such as

posters, KPFP promotional materials, brochures, etc, virtual content such as social media posts shared on Facebook, Instagram, LinkedIn, or KPFP Newsletter.

VII Data Website - \$22,000

- KPFP website
 - The KPFP data driven website provides over 300 economic, social, and health indicators for Kings County that will be used by the Kings County Equity Advisory Panel (KCHEAP), including in the Equity Action Plan.

VII Training- \$2,000

- Staff and/or Equity Advisory Training
 - KPFP and/or Kings County Equity Advisory Panel (KCHEAP) will engage in training, webinars, or other educational training to learn about equity in Kings County or in other counties that can provide guidance on how to facilitate an Equity Advisory Board or on any related topics that the Board can benefit from.

VIII Stipends/honoraria - \$10,000

- KCHEAP participants stipends/honoraria
 - Stipends/honoraria will be provided to KCHEAP participants to compensate for their time commitment. The specific amount will be determined based on the number of participants and meetings that are planned during the term of this agreement.



Rose Mary Rahn, BSN, PHN
Director

Milton Teske, MD
Health Officer

To promote and protect the health and well-being of Kings County residents through education, prevention, and intervention.



MEMORANDUM

TO: EVAN JONES

FROM: ROSE MARY RAHN, DIRECTOR PUBLIC HEALTH *RMR*

SUBJECT: SOLE SOURCE JUSTIFICATION – CONTRACT WITH KINGS PARTNERSHIP FOR PREVENTION TO ESTABLISH THE KINGS COUNTY HEALTH EQUITY ADVISORY PANEL

DATE: FEBRUARY 15, 2023

The California Equitable Recovery Initiative (CERI) is funded by the Centers for Disease Control and Prevention (CDC) National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities grant. Funding is intended to address the impact of COVID-19 and advance health equity (e.g., through strategies, interventions, and services that consider systemic barriers and potentially discriminatory practices that have put certain groups at higher risk for diseases like COVID-19) for disproportionately impacted racial and ethnic groups, rural populations, those experiencing socioeconomic disparities, and other underserved communities within state and local health jurisdictions.

The intended use of this funding is to implement one or more of four distinct CDC strategies that collectively build upon current investments, better position California to meet COVID-19 response and recovery needs and allow the state to prioritize and target resources to those most vulnerable to the impacts of the pandemic. The four CDC strategies are:

1. Expand existing and/or develop new mitigation and prevention resources and services to reduce COVID-19 related disparities among populations at higher risk and that are underserved.
2. Increase/improve data collection and reporting for populations experiencing a disproportionate burden of COVID-19 infection, severe illness, and death to guide the response to the COVID-19 pandemic.
3. Build, leverage, and expand infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved.
4. Mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities among populations at higher risk and that are underserved.

The funded activities through this grant are:



Rose Mary Rahn, BSN, PHN
Director

Milton Teske, MD
Health Officer

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1. Establish a dedicated Equity Lead (e.g., leadership level role, reporting to the director). Funding may also be used to support other equity staff positions and/or engage in equity-focused organizational capacity building activities such as equity trainings and the development and utilization of equity tools and resources to embed equity in organizational policy and support engagement and shared decision making with communities.
2. Conduct an equity-focused organizational capacity assessment.
3. Contribute to the Statewide Health Equity Plan.
4. Participate in engagement activities with other LHJs including a learning collaborative/community of practice and one statewide convening.
5. Implement targeted local equity activities; examples include establishing multisector teams to address community needs, establishing equity action plans, engagement and relationship building with disproportionately impacted communities.

The Kings County Department of Public Health (KCDPH) intends to subcontract with the Kings Partnership for Prevention (KPPF) to address the fifth funded activity listed above. KPPF will be contracted to establish, facilitate, and support the Kings County Health Equity Advisory Panel (KCHEAP) which will be comprised of, but not limited to individuals from the following sectors: churches/spiritual leadership groups, health-services community based organizations, schools and/or community daycare, tribal representation, food service/pantry providers, and community-based services that are not necessarily health-centric. A specific emphasis will be placed on recruiting individuals and organizations that are representative of groups disproportionately affected by the COVID-19 pandemic and representative of the cultural and ethnic diversity present in Kings County. KPPF has been identified as the best available organization to lead this effort due to their extensive experience, knowledge and connections within the sectors identified allowing KPPF to quickly and efficiently establish the KCHEAP.

KPPF is working to create an environment of equity and wellness throughout Kings County communities. Their mission is to proactively engage communities by supporting, participating in, and creating opportunities for healthy life choices for all county residents. The values of KPPF are to expand and enhance the organizational capacity of coalition member agencies, to deliver quality and effective services, to see strength derived from collaboration and partnership with diverse groups and individuals, and use knowledge as a means to encourage healthful choices.

The KPPF has the following six established workgroups:

- Substance Use Prevention: The Substance Use Prevention workgroup is committed to reducing the powerful effects of substance use disorders on individuals and their families in Kings County through a focus on early educational events, partnership opportunities, and policy advancement.
- Healthy Eating/Active Living: The goal of this workgroup is to develop collaborative community engagement efforts, to promote/support policy, system, and environment changes focused on healthy eating and active living.



Rose Mary Rahn, BSN, PHN
Director

Milton Teske, MD
Health Officer

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- Kings County Mental Health Taskforce: KPFP in collaboration with its community partners will train, assist, and provide school counselors and teachers with the necessary tools in order to identify, understand, and support their students at school with mental health and emotional issues.
- Kings Coalition for Wellness and Awareness (KCWA): The goal of this workgroup is to foster a comprehensive, participatory, and collective effort to eliminate violence against men, women, and children in Kings County including establishing synergistic partnerships to foster a safe living environment for all residents, create a platform of open communication and flow of information with relevant organizations, and combine domestic violence and sexual violence under one collaborative task force.
- Financial Stability: The taskforce's goal is to bring businesses and organizations together to address job skills, housing, financial education, health costs, etc., and to create a safe place to discuss and empower community members with financial knowledge and skills that can serve towards their needs. Kings Partnership for Prevention's Financial Stability Taskforce is working to connect with businesses, organizations, schools, and students to contribute towards our goal.
- Kings County ACEs Network of Care: KPFP has adapted its ACEs Task Force to better align with the ACEs Aware initiative by the California Surgeon General. The initial intent of the ACEs Task Force was to analyze county data through the lens of ACEs. The new goal of this collaboration is to offer opportunities to share practical information to improve coordination and collaboration to mitigate the impact of trauma/ACEs in pediatric and adult populations.

Additionally, membership of the above-mentioned workgroups is comprised of numerous community entities and individuals that will be instrumental in establishing the KCHEAP. Of notice, KPFP partners include:

- Adventist Health
- Kings County Human Services Agency
- Kings County Behavioral Health
- Kings Community Action Organization
- Koinonia Church
- Champions
- Anthem
- Kings View Behavioral Health Systems
- Kings County Library
- Kings United Way
- California Highway Patrol
- Kings County Economic Development Corporation/Job Training Office

Moreover, the KPFP hosts a myriad of data pertaining to health and quality of life indicators, health disparities based on race, ethnicity, age and gender, and comprehensive demographics as to who lives in Kings County and how those all compare to the State. Compiling, analyzing



Rose Mary Rahn, BSN, PHN
Director

Milton Teske, MD
Health Officer

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and understanding data pertaining to health indicators in Kings County is an important aspect of addressing any health issue, particularly as it pertains to health equity as the County emerges from the COVID-19 pandemic.

The combination of experience coordinating and facilitating multi-sector workgroups, the collection and presentation of health-related data, and the ability to reach any and all entities that will need to be involved in addressing health equity, are all unique aspects of KPFP that make the organization the best suited to lead the establishing, facilitating, and supporting of the KCHEAP.

In summary, the sole source procurement of a contract with the Kings Partnership for Prevention to establish, facilitate, and support the KCHEAP is in the best interest of the residents of Kings County to address the health equity matters that exacerbated the impact of COVID-19 on certain communities and individuals in Kings County. The uniqueness of KPFP and its extensive experience and capabilities justify the procurement of this contract with a single source rather than through the usual competitive process.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

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

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

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
General	Health Department Grant Program	Special Departmental	100000	419600 /41120 0	92063	\$100,000
TOTAL						\$100,000

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
General	Health Department Grant Program	Contractual Services	100000	419600 /41120 0	92047	\$100,000
TOTAL						\$100,000

Explanation: The recommended action will increase Contractual Services account 92047 by \$100,000 and decrease Special Departmental account 92063 by \$100,000 in budget unit 419600.

Rose Mary Rahn

Dept. of Finance Approval _____ Department Head 990E4008E21399DDE7E1F7CE2152D177 readysign

Administration Approval *[Signature]* Board Approval _____

BOS meeting date: May 2, 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 May 2, 2023

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Troy Hommerding
SUBJECT: SOLID WASTE LOCAL ENFORCEMENT AGENCY GRANT APPLICATION

SUMMARY:

Overview:

The Department of Public Health’s Environmental Health Services Division is the designated Local Enforcement Agency (LEA) for solid waste in Kings County. The Department of Resources Recycling and Recovery (CalRecycle) is accepting applications from counties for the LEA grant program. Similar grants have been received every year since 1992.

Recommendation:

Adopt a resolution authorizing the Director of Public Health to apply for the Local Enforcement Agency Grant application with the Department of Resources Recycling and Recovery.

Fiscal Impact:

The grant revenue of \$19,666 is included in Fiscal Year 2023-24 Requested Budget under Budget Unit 411500 Environmental Health Services.

BACKGROUND:

For Fiscal Year 2023-24, the LEA grant of approximately \$19,666 is available from CalRecycle. The grant funds would be used for personnel, equipment, and training costs associated with the implementation of the County solid waste program LEA, as required by CalRecycle. Of the total grant amount, \$17,666 would be allocated to personnel expenses to help offset the cost of performing the minimum number of onsite inspections required per year, which is 101. Additionally, the grant will help offset the cost of response to solids waste related complaints of illegal dumping. \$1,000 would be allocated to costs associated with training such as travel expenses, and \$1,000 would be allocated to equipment costs such as PPE, boots, high visibility vests, gloves, eye protection, etc.

Approval of the resolution authorizes the submission of the grant application documents for the purposes of securing grant funds and to implement and carry out the purposes specified in the application. The department will return to the Board of Supervisors with the Standard Agreement when it arrives.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

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

IN THE MATTER OF AUTHORIZING
SOLID WASTE ENFORCEMENT
GRANT APPLICATION _____/

RESOLUTION NO. _____

WHEREAS, funds totaling \$1.5 million have been established by Public Resources Code section 43230, from which grants are available from the Department of Resources Recycling and Recovery (CalRecycle) for Local Enforcement Agencies to support solid waste facilities permit and inspection programs; and

WHEREAS, the Kings County Public Health Department’s Division of Environmental Health Services is the designated Local Enforcement Agency for solid waste in Kings County; and

WHEREAS, CalRecycle advised that Kings County is eligible for a grant of approximately \$19,666 in the 2023/2024 fiscal year.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

That the Board of Supervisors of Kings County hereby authorizes submission of all necessary grant documents, including but not limited to applications, agreements, amendments and requests for payment, with the Department of Resources Recycling and Recovery (CalRecycle) for the purposes of securing grant funds and to implement and carry out the purposes specified in the application, subject to review by the County Counsel’s Office.

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
Board of Supervisors, County of Kings

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2023.

Catherine Venturella, Clerk
Board of Supervisor, County of Kings





COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 2, 2023

SUBMITTED BY: Administration – Kyria Martinez/Sarah Poots

SUBJECT: DESIGNATION OF COUNTY REPRESENTATIVE FOR KINGS COUNTY TO
THE PRISM EXCESS INSURANCE AUTHORITY

SUMMARY:

Overview:

The body of the Board of Directors for Public Risk Innovation, Solutions, and Management (PRISM) Excess Insurance Authority (EIA) is made up of participating county representatives. Kings County needs to designate a new representative to that board. Only designated representatives or their alternates are given the privilege to vote on matters discussed in the PRISM EIA Board meetings. It is important for Kings County to have the ability to vote on matters that can affect the program services used such as excess insurance for general liability and workers' compensation, and for medical malpractice.

Recommendation:

- a. Change the designation from Sarah Poots to the Risk Manager, as the representative for Kings County to the Board of Directors for the Public Risk Innovation, Solutions, and Management;
- b. Designate the County Administrative Officer, as the designated alternate for Kings County.

Fiscal Impact:

None.

BACKGROUND:

PRISM EIA was formed by and for California counties in 1979 by the California State Association of Counties (CSAC). Today, 55 out of the 58 counties in California participate in one or more of the EIA programs. In 2001, the EIA expanded its offerings to other California public agencies. At this point, over 70% of the cities in California participate in one or more of the EIA programs. In addition, a variety of special districts, school districts, and Joint Powers Agencies also participate in EIA programs. The EIA is recognized as the largest public entity property and casualty pool in the United States.

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.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 2, 2023

SUBMITTED BY: Behavioral Health Department – Lisa Lewis
Department of Public Health – RoseMary Rahn

SUBJECT: MENTAL HEALTH AWARENESS MONTH AND MATERNAL MENTAL HEALTH MONTH

SUMMARY:

Overview:

The Kings County Department of Public Health (Public Health) and Kings County Behavioral Health (KCBH) request the Board adopt a resolution to proclaim the month of May 2023 as Mental Health Awareness Month and Maternal Mental Health Month in Kings County.

Recommendation:

Adopt a resolution proclaiming the month of May 2023 as Mental Health Awareness Month and Maternal Mental Health Month in Kings County.

Fiscal Impact:

Revenues and expenditures for awareness activities are accounted for in the Fiscal Year 2022-23 Adopted Budget in Budget Unit 422200 (Mental Health Services Act).

BACKGROUND:

Nationally, May is observed as Mental Health Awareness Month and Maternal Mental Health Month. The observance of Mental Health Awareness Month is promoted through Mental Health America which produces annual toolkits to assist in spreading awareness. The primary purpose of the observance is to generate a greater understanding of the importance of mental health and to promote services and the natural resources available. The observance also seeks to reduce the barriers and stigma associated with individuals seeking mental health treatments and wellness programs to live a longer and healthier life.

(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

MENTAL HEALTH AWARENESS MONTH AND MATERNAL MENTAL HEALTH MONTH

May 2, 2023

Page 2 of 2

Additionally, May is Maternal Mental Health Month for which the California Department of Public Health (CDPH) releases a toolkit to assist in spreading awareness of this observance. The primary purpose of this observance is to raise awareness of the importance of maternal mental health and its impact on the health of the mother after delivery of a baby and the development of children, families, and communities. The mental health of the mother is an often-overlooked part of the mother's prenatal care and postpartum checkup. In the United States, one in eight women have displayed symptoms of postpartum depression after a recent live birth experience, and one in three pregnant women experience clinically significant anxiety or depression symptoms during or after pregnancy. If left untreated, perinatal depression and other mood disorders can worsen and begin to hinder the development of the baby and the health of the mother.

Throughout May, Public Health and KCBH, in collaboration with Kings Partnership for Prevention and the Kings County Mental Health Task Force, will be engaging the community through the following means:

- Radio messaging promoting the importance of mental health and the use of natural resources and services to promote one's mental health. The month-long campaign will be aired via iHeart Media in Spanish & English on La Preciosa 92.9, B-95, and Power Talk 96.7.
- Social media messaging through Kings Partnership for Prevention promoting mental health wellness tips and resources.
- Updated billboard near Lacey and 11th Avenue, behind Baskin Robbins, promoting the ability for any individual to call or text the 9-8-8 national Suicide and Crisis Lifeline any time, night or day, to be immediately connected with crisis and suicide prevention support.
- Community engagement via a booth at Hanford's Thursday Night Marketplace to promote local services such as the Kings/Tulare Warmline; 2-1-1 community resource locator; 9-8-8 Suicide and Crisis Lifeline; KCBH support groups; and KCBH Mental Health and Substance Use Disorder programs.
- Oak Wellness Center Wellness Fair & Community Walk, which is open to the community and will occur May 25, 2023, from 9:00 a.m. to 2:00 p.m. at the Oak Wellness Center at 1393 Bailey Drive in Hanford.
- Pop-up resource booths occurring throughout the communities in Kings County which include such locations as the Kings County Commission on Aging in Armona, Stratford Library, Avenal Adult School, Kettleman City Family Resource Center, Lemoore Christian Aid, Corcoran Senior Center, Hanford Mall, and Hanford Civic Park.

New this year, to further promote the importance of mental health especially mental health among students and athletes, KCBH has collaborated with local schools to supply their spring athletic teams with lime green sweatbands to consider wearing during the month of May, and KCBH will be hosting pop-up resource and awareness booths at various school locations to disseminate mental health information and promotional items.

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

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

IN THE MATTER OF RECOGNIZING
MAY 2023 AS KINGS COUNTY MENTAL
HEALTH AWARENESS AND MATERNAL
MENTAL HEALTH MONTH _____/

RESOLUTION NO. _____

WHEREAS, the location of a person's residence plays a significant role in their overall health and well-being, and surroundings impact if, how, and when a person's needs are met, which in turn affects mental health;

WHEREAS, with early and effective interventions, individuals with mental health conditions can recover and lead full, productive lives;

WHEREAS, the mental health of mothers is critical to the health and development of children, families, and communities;

WHEREAS, 1 in 8 women in the United States have displayed symptoms of postpartum depression after a recent live birth and 1 in 3 pregnant women experience clinically significant symptoms of anxiety or depression during or after pregnancy;

WHEREAS, maternal mental health challenges continue to be missed or overlooked during women's prenatal and postpartum care; and

WHEREAS, businesses, schools, government agencies, healthcare providers, and citizens share the burden of mental health problems and have the responsibility to promote mental wellness and support prevention efforts.

THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The Kings County Board of Supervisors proclaims May 2023 as Mental Health Awareness and Maternal Mental Health Month in Kings County; and
2. The Kings County Board of Supervisors call upon Kings County citizens, government agencies, public and private institutions, businesses, and schools to increase awareness and understanding of mental health and maternal mental health and the steps our citizens can take to promote the mental health of fellow citizens.

Richard Valle, Chairman, Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this 2nd day of May 2023.

Catherine Venturella, Clerk to the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 2, 2023

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Czarina Marasigan
SUBJECT: RESOLUTION RECOGNIZING MAY 6-12, 2023 AS NATIONAL NURSES WEEK

SUMMARY:

Overview:

The Kings County Department of Public Health requests that the Board proclaim May 6-12, 2023, as “National Nurses Week” in Kings County. By joining this national event, the County will recognize and show support for our local nurses and the positive impact that they have provided to the community.

Recommendation:

Adopt a Resolution proclaiming the week of May 6-12, 2023 as National Nurses Week.

Fiscal Impact:

None.

BACKGROUND:

National Nurses Week (NNW) is an annual event that celebrates and honors the contributions of nurses to the healthcare industry. The weeklong celebration is held from May 6th to May 12th each year, with May 12th being designated as International Nurses Day.

The first National Nurses Week was observed in the United States in 1954, marking the 100th anniversary of Florence Nightingale's mission to Crimea, where she worked tirelessly to improve the care of wounded soldiers. Nightingale is widely considered the founder of modern nursing, and her work during the Crimean War helped establish nursing as a respected profession. Since then, National Nurses Week has been celebrated annually from May 6th to May 12th to coincide with the birthday of Florence Nightingale.

(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 RECOGNIZING MAY 6-12, 2023 AS NATIONAL NURSES WEEK

May 2, 2023

Page 2 of 2

Since then, National Nurses Week has grown in popularity, with healthcare organizations, hospitals, and communities across the United States and around the world recognizing the dedication and contributions of nurses to patient care, and to thank them for their contributions. It also serves as a reminder of the critical role that nurses play in promoting the health and well-being of individuals, families, and communities.

At the County level, Kings County Department of Public Health (KCDPH) Public Health Nurses, County Health Nurses, Licensed Vocational Nurses, and Medical Assistants provide a wide array of services, such as adult and child immunizations, sexually transmitted infection testing, COVID vaccinations, tuberculosis testing and treatment, HIV/AIDS testing and case management, and communicable disease investigations and prevention. Nurses in the Maternal, Child and Adolescent Health program, California Children's Services program, Child Health and Disability Prevention program, and Foster Care program provide case management and outreach to the most vulnerable populations in our communities and aligns with the department's vision to "promote and protect the health and well-being of Kings County residents through education, prevention, and intervention."

This year's theme "You Make a Difference", recognizes the many contributions nurses have given throughout the country, encourages Kings County residents to acknowledge the nurses in their lives, and provides an opportunity to express appreciation for the dedicated commitment of nurses everywhere.

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

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

* * * * *

IN THE MATTER OF PROCLAIMING
MAY 6-12, 2023 AS NATIONAL
NURSES WEEK _____/

Resolution No. 2023-_____

WHEREAS, the week of May 6-12, 2023, is National Nurses Week, and the theme is “You Make a Difference”; and

WHEREAS, National Nurses Week is a time to honor and celebrate the contributions of nurses to our communities, and to recognize the dedication and sacrifices they make every day to improve the lives of others; and

WHEREAS, the nursing profession meets the different and emerging health care needs of the American population in a wide range of settings, including the frontline of the pandemic; and

WHEREAS, nurses in the United States constitute our nation’s largest health care profession and provide an indispensable component of the safety and care of patients; and

WHEREAS, qualified nurses and nursing services are in high demand and the need is increasing ion both the county and nation; and

WHEREAS, Kings County employs a variety of nurses who provide a wide array of services for the promotion and protection of the health and well-being of Kings County’s residents of all ages at a local level.

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Supervisors of the County of Kings, State of California, does hereby proclaims May 6-12, 2023, as National Nurses Week and urges all citizens to observe this day by acknowledging the importance of nurses and expressing appreciation for the dedicated commitment of nurses everywhere.

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

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

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

WITNESS my hand and seal of said Board of Supervisors this __ day of May 2023.

By: _____
Clerk of the Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 2, 2023

SUBMITTED BY: Administration – Kyria Martinez

SUBJECT: RESOLUTION PROCLAIMING MAY 7 – MAY 13, 2023 AS PUBLIC SERVICE RECOGNITION WEEK

SUMMARY:

Overview:

On Tuesday, May 9, 2023, Kings County will be having its Annual Employee Recognition Barbecue. The Kings County Annual Employee Recognition Barbecue Committee members are requesting that this event be a tobacco-free event by prohibiting the use of tobacco on the event grounds. The Kings County Health Department is also hosting a Health Walk beginning at 11:00 a.m.

Recommendation:

- a. Adopt a resolution proclaiming May 7 through May 13, 2023 as Public Service Recognition Week and declaring the Kings County Annual Employee Recognition Barbecue as a tobacco-free event;
- b. Authorize the Chairman to sign letters of thanks on behalf of the Board to California Public Finance Authority, Kings Federal Credit Union, Central Valley Meat Company, Buddies Trophies, and other organizations for their contributions during the event.

Fiscal Impact:

Sufficient funds for this event are included in the Fiscal Year 2022-23 Adopted Budget in Budget Unit 111000 (Administration).

BACKGROUND:

In 1990, the Kings County Board of Supervisors adopted the Employee Recognition Program to acknowledge the County's outstanding employees. This included an "Employee of the Quarter" recognition, creation of a County newsletter to promote employee activities, and an annual barbecue. The Employee Appreciation Recognition Barbecue provides an opportunity for Board members, department heads, community

(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 PROCLAIMING MAY 7 – MAY 13, 2023 AS PUBLIC SERVICE RECOGNITION WEEK

May 2, 2023

Page 2 of 2

leaders and jail kitchen staff to cook for and serve employees a lunch in recognition of their dedication to outstanding public service. Public Service Recognition Week is conducted on a national level this week with activities being conducted throughout the County acknowledging those in public service.

The event will begin at 11:00 a.m. with a Health Walk, hosted by the Kings County Health Department, encouraging employees to begin an exercise regimen on a regular basis. This also coincides with the County's health insurance open enrollment period for May, followed by the barbecue to be held May 9, 2023 from 11:30 a.m. – 1:30 p.m.

The Committee is requesting the support of the Board to declare this annual event to be free of tobacco use, to encourage all staff to improve their lives by taking this step towards a healthier, tobacco-free life.

The Committee requests that the Board thank California Public Finance Authority, Kings Federal Credit Union, Central Valley Meat Company, and Buddies Trophies for their generosity and support of Kings County employees with a letter of thanks. California Public Finance Authority contributed various gift baskets, Kings Federal Credit Union and Central Valley Meat Company contributed food, and Buddies Trophies contributed a new annual Department Hat Contest Trophy in honor of Daniel Chin, all to help make this event successful.

Other organizations have also contributed donations to our event such as gift cards and miscellaneous prizes for employees. It is recommended that all these organizations be recognized by the Chairman with a letter of thanks.

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

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

* * * * *

IN THE MATTER OF PROCLAIMING
MAY 7 – MAY 13, 2023 AS PUBLIC
SERVICE RECOGNITION WEEK /

RESOLUTION NO. 23-

WHEREAS, the public employees at every level of government faithfully serve their fellow Americans and make numerous contributions to the communities they serve; and

WHEREAS, public employees work hard to inspire and maintain the public's trust in government and to forge effective partnerships between the private and public sectors; and

WHEREAS, by accepting greater responsibility and increased accountability, public employees continue to rise to new challenges and keep America growing as we continually face new challenges; and

WHEREAS, designating a week to honor those employees will provide a dual opportunity to pay tribute to our public employees and inform the American people about the scope and importance of public service; and

WHEREAS, County employees are to be honored at the Kings County Annual Employee Recognition Barbecue to be held on the 9th of May, 2023; and

WHEREAS, reduction in secondhand smoke exposures through the promotion of tobacco-free events is a positive step toward improving the health of the public; and

WHEREAS, tobacco use, particularly smoking, remains the number one cause of preventable disease and death in the United States; and

WHEREAS, the Environmental Protection Agency (EPA) has classified secondhand smoke a "Group A" carcinogen – a substance known to cause cancer in humans. There is no safe level of exposure for "Group A" toxins; and

WHEREAS, we shall not solicit or be the recipient of sponsorship or funding, either directly or in-kind, from corporations and other funders that manufacture and market the use of tobacco products; and

WHEREAS, we shall not endorse, or otherwise promote by association with name or in logo, the tobacco industry, by accepting their donations in funding, sponsorship, or in-kind services; and

WHEREAS, we shall promote a tobacco-free event by prohibiting the use of these products on the event grounds.

NOW THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Kings County Board of Supervisors (“Board”) do hereby proclaim the week of May 7 - May 13, 2023, as Public Service Recognition Week and urge all citizens of the County to join in recognizing and honoring the services rendered to our communities by public service employees.

2. The Board, with the Kings County Annual Employee Recognition Barbecue Committee (“Committee”) of Kings County Government Employees, and supported by the Kings County Tobacco Control Program, hereby proclaim the Kings County Annual Employee Recognition Barbecue a tobacco-free event. The Board and Committee encourage all staff to improve their lives by taking this step toward a healthier, tobacco-free life.

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:
NOES:
ABSENT:

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM May 2, 2023

SUBMITTED BY: Administration – Kyria Martinez/Melissa Scheffel
Sheriff's Office – David Robinson

SUBJECT: JAIL BASED COMPETENCY TREATMENT PROGRAM

SUMMARY:

Overview:

The California Department of State Hospitals (DSH) is responsible for returning to competency individuals charged with a felony who have been found mentally incompetent to stand trial. Defendants who are incompetent to stand trial are committed to state hospitals for care and treatment in an effort to restore competency to a level that allows the inmates to stand trial. As a result of high demand and limited hospital beds for treatment of defendants who are incompetent to stand trial, the DSH has sought to add capacity through the Jail Based Competency Treatment (JBCT) Program as part of its continuum of care in county jails.

Recommendation:

- a. Authorize the Sheriff to sign the agreement with the Department of State Hospitals for the Jail Based Competency Treatment Program retroactively effective December 2, 2022 through June 30, 2024;
- b. Approve an agreement with the California Forensic Medical Group, Incorporated for the Jail Based Competency Treatment Program retroactively effective from December 2, 2022 through June 30, 2024;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to the General Fund. Under this agreement the DSH agrees to reimburse the County's cost to provide restoration of mental competency services to Kings County inmates for a maximum amount not to exceed \$2,662,946 over the one-and-a-half-year contract term, which includes a one-time program implementation cost of \$10,000 to be paid for by the DSH. The agreement provides custody

(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

JAIL BASED COMPETENCY TREATMENT PROGRAM

May 2, 2023

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costs needed to provide services. There will be an increase of \$143,554 in Fiscal Year 2022-23 budget in 223000 and will be included in the Fiscal Year 2023-24 Recommended Budget. The amount of the agreement with California Forensic Medical Group is up to \$1,368,682 for the term period. There will be an increase of \$124,729 for this agreement in the Fiscal Year 2022-23 Final Budget in Budget Unit 223000 and will be included in the Fiscal Year 2023-24 Recommended Budget.

BACKGROUND:

DSH is responsible for returning to competency individuals charged with a felony who have been found mentally incompetent to stand trial (IST). IST defendants are committed to a state hospital for care and treatment to restore competency to stand trial. For the last decade, there has been a high demand and a limited number of state hospital beds for treatment of IST defendants. This has resulted in many defendants waiting in the county jail for months until a bed is available. This wait creates an extended period of incarceration for the defendants, delays in receiving treatment, and excessive delays in the adjudication of their criminal charges.

In response to stated challenges, the DSH established programs in county jails to deliver the same services to a defendant in a county jail that a defendant would receive in a state mental hospital. This allows inmates to begin treatment immediately upon receipt of court-ordered paperwork and eliminates the waiting period, which significantly decreased the time a defendant remains incarcerated and expedites the restoration to competency process.

On November 19, 2019, the Board entered into a JBCT agreement with the DSH to provide five jail beds for the use of the JBCT program, which is to be used in the mental health sheltered housing of the jail. The DSH agreed to reimburse the County's cost to provide restoration of mental competency services to Kings County inmates for a maximum amount not to exceed \$2,312,612 over a three-year agreement term.

The County went through a Request for Proposal (RFP) process to solicit vendors to execute the restoration program in the jail from January to February 2020. California Forensic Medical Group, Inc. (CFMG) also known as Wellpath, Kings View Behavioral Health, Liberty Healthcare of California, Inc., and NaphCare submitted proposals. CFMG was recommended by the County to provide psychiatric stabilization and restoration competency services delivered by a team of forensic psychiatrics and clinicians similar to the State's process.

On April 28, 2020, the County entered into an agreement with CFMG for the JBCT Program effective July 1, 2020 to June 30, 2022.

The County also currently has a contract with CFMG for medical provider services for adult and juvenile populations.

The contract with CFMG expired on June 30, 2022 after a two year term which was not aligned with the County's state contract with the DSH, who funds the contact for CFMG. This contract was brought back on November 8, 2022 to be retroactive from July 1, 2022 to December 1, 2022. The DSH contract expired on November 30, 2022.

Agenda Item

JAIL BASED COMPETENCY TREATMENT PROGRAM

May 2, 2023

Page 3 of 3

The County worked on a new agreement with the DSH to continue the JBCT program and is coming back to the Board for approval to align the two agreements, retroactively from December 1, 2022 to June 30, 2024.

If the Sheriff's Office enters into the JBCT contract, the DSH has approved eight jail beds for the use of the JBCT program to be used in the mental health sheltered housing of the jail, the original JBCT contract was for 5 beds. This program has been highly successful. The provider provides psychiatric stabilization and restoration competency services delivered by a team of forensic psychiatrists and clinicians similar to the State process but in the County local jail which restores competency within the county instead of waiting for a State bed at an outside facility.

This agreement is retroactive due to negotiations with the state and the final version to be received from the State until late March.

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-79012-000	PURCHASING AUTHORITY NUMBER (If Applicable) DSH-4440
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

County of Kings

2. The term of this Agreement is:

START DATE

December 1, 2022

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$2,662,945.74

Two Million Six Hundred Sixty-Two Thousand Nine Hundred Forty-Five Dollars and Seventy-Four Cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	8
Exhibit A-1	Program Elements	10
Exhibit B	Budget Detail and Payment Provisions	3
+ - Exhibit B-1	Sample Invoice	1
+ - Exhibit C *	General Terms and Conditions (GTC 4/2017)	4
+ - Exhibit D	Special Terms and Conditions	9
+ - Exhibit E	Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement)	9

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

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

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

CONTRACTOR

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

County of Kings

CONTRACTOR BUSINESS ADDRESS

1400 West Lacey Boulevard

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

David Robinson

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-79012-000	PURCHASING AUTHORITY NUMBER (If Applicable) DSH-4440
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1215 O Street, MS-1

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Paul Bernal

TITLE

Unit Manager PCSS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Budget Act Provision 12

CONSENTED TO (Pursuant to a Facility Sublease Dated March 15, 2017, between the Department of Corrections and Rehabilitation of the State of California and the County of Kings and the County certificate to the Tax Certification referenced therein).

CONSENT AND APPROVAL:

State Public Works Board of the State of California

By _____ Date _____

Koreen H. van Ravenhorst, Deputy Director

Department of Corrections and Rehabilitation of the State of California

By _____ Date _____

Chris Lief, Director (A)

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of Kings, hereafter referred to as Contractor, agrees to provide services, (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATIONS:

A. The services shall be performed at Kings County Jail (KCJ) located at 1570 Kings County Drive, Hanford, California.

3. SERVICE HOURS:

A. The KCJ shall provide services 24 hours per day, seven days per week, including all State holidays. JBCT staff will provide services Monday through Friday, not including State holidays, during the hours of 8:00 a.m. until 5:00 p.m.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Contract Manager:

Department of State Hospitals		Kings County	
Section/Unit: Community Forensic Partnerships Division		Section/Unit: Administrative Office	
Attention: Melanie Scott, Psy.D. Assistant Deputy Director (A)		Attention: Kyria Martinez Assistant County Administrative Officer	
Address: 1215 O Street, MS-9 Sacramento, CA 95814		Address: 1400 W. Lacey Blvd. Building #1 Hanford, CA 93230	
Phone: (916) 616-5703	Fax: (916) 651-1168	Phone: (559) 852-2377	Fax: (559) 585-8047
Email: Melanie.Scott@dsh.ca.gov		Email: Kyria.Martinez@co.kings.ca.us	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals		Kings County Sheriff Contact	
Section/Unit: Community Forensic Partnerships Division		Section/Unit: Sheriff's Office	
Attention: Selene Mujica Staff Services Manager I		Attention: Chrystal Thomas Detentions Captain	
Address: 1215 O Street, MS-9 Sacramento CA, 95814		Address: 1570 Kings County Dr. Hanford, CA 93230	
Phone: (916) 651-7913	Fax: (916) 651-1168	Phone: (559) 852-4110	Fax: (559) 587-2607
Email: Selene.Mujica@dsh.ca.gov		Email: Chrystal.Thomas@co.kings.us	

Kings County Jail Medical Contact	
Section/Unit: Sheriff's Office	
Attention: Brittni Chism Detentions Sergeant	
Address: 1570 Kings County Dr. Hanford, CA 93230	
Phone: (559) 852-4124	Fax: (559) 585-8047
Email: Brittni.Chism@co.kings.ca.us	

Either party may make changes to the contact names or information above by giving written notice to the other party. The changes shall not require an amendment to this Agreement.

5. PROGRAM REPLENISHMENT FUNDS

- A. The DSH shall reimburse Contractor for program replenishment costs incurred under this Agreement. The replenishment costs shall include, but are not limited to:
 - i. Maintenance of patient rooms as well as treatment and office space;
 - ii. Administrative operating expenses and equipment; and
 - iii. Treatment and testing materials.

6. SUMMARY OF WORK TO BE PERFORMED:

- A. Contractor shall provide access to portions of its Kings County Jail (KCJ) for the purposes of administering a Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370 and subject to any court orders and the requirements of Penal Code Section 1370. Contractor shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program subject to any court orders and the requirements of Penal Code Section 1370 and pursuant to the DSH JBCT Policy and Procedures Manual.

7. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall designate an area within the KCJ dedicated to the administration of a JBCT program and provide restoration of competency treatment services that, either directly or through contract, may restore trial competency for incarcerated felony IST Patient Inmates committed to the DSH under Penal Code section 1370. Prior to making any changes to the JBCT program's designated area Contractor shall submit the proposed changes to the DSH for its prior written approval
- B. In providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in Exhibit A-1, Program Elements, any court orders, and the DSH JBCT Policy and Procedures Manual, hereafter referred to as the "Manual." Contractor acknowledges it has received a copy of the Manual and has had an opportunity to review the terms and conditions of the Manual. Contractor agrees to the terms and conditions of the Manual and that the terms and

conditions of the Manual are incorporated into this Agreement by reference. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:

- i. Applicable Court Orders;
- ii. DSH JBCT Policy and Procedures Manual (the "Manual");
- iii. Standard Agreement, STD. 213;
- iv. This Exhibit A, Scope of Work, including specifications incorporated by reference; and
- v. All attachments incorporated in this Agreement by reference.

The Manual, as referenced in this Agreement, may be amended by the DSH from time to time. Contractor shall operate the JBCT program in accordance with the Manual, including any future amendments to the Manual, subject to any court orders. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to the DSH within 10 business days from the date of notification. Contractor and DSH are subject to the terms in any amendment, unless agreed upon in writing by Contractor and the DSH. The DSH and Contractor shall negotiate, in good faith, any changes to the Manual.

- C. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program, pursuant to statute and subject to any court orders.
- i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date, regardless of the county of commitment, unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710. In the event multiple felony IST defendants have the same commitment date, admission shall be scheduled based on the availability of the committing county to transport the defendants.
 - ii. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements, and the DSH JBCT Policy and Procedures Manual subject to statute and any court orders.
- D. Contractor shall provide a total of eight single cells with beds to Patient Inmates located in the JBCT designated area.

Contractor shall be paid in full for the eight contracted beds at the per diem rate upon the first Patient Inmate admission, regardless of the number of Patient Inmates admitted. Beginning 90 days from the first Patient Inmate admission, if, over the course of each quarter period during the term of this Agreement, a 90 percent occupancy rate is not maintained, the DSH and Contractor may execute an amendment to this Agreement upon jointly developing a plan to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.

- E. Patient inmates housed at the KCJ shall remain under the legal and physical custody of Contractor.

- F. Contractor retains the right to exclude specific individual Patient Inmates from the JBCT designated area for security and classification reasons at the time of assignment or at any point during their incarceration at the KCJ.
- G. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the DSH Contract Manager immediately in writing, and by phone. The decision to remove a Patient Inmate from the JBCT program is at the sole discretion of the DSH, pursuant to applicable law and subject to court order and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to make all reasonable efforts to treat the Patient Inmate in the JBCT program until such arrangements are made. Contractor shall notify the committing court of the Patient Inmate's pending transfer from the JBCT program to the state hospital.
- H. Notwithstanding Sections F and G, Contractor shall make every reasonable effort to ensure that the contracted eight beds provided for treatment services under this Agreement are occupied by Patient Inmates at all times. This includes, but is not limited to, admitting Patient Inmates of increasing levels of acuity.
- i. The DSH shall make every reasonable effort to ensure adequate Patient Inmate referrals are sent to Contractor throughout the term of this Agreement.
 - ii. By mutual agreement, in writing, and at the request of the DSH, Contractor may admit Patient Inmates into the JBCT program above the eight contracted beds.
- I. Contractor shall provide for the care, confinement, and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the KCJ.
- J. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor and shall participate in the JBCT program treatment team meetings.
- K. Responsibilities for Medical Care:
- i. Contractor shall provide all Patient Inmates, regardless of committing county, with the full range of Routine Medical Care available to other inmates of the KCJ, and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.
 - ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all routine medical, dental, and mental health care as well as the cost of medical supplies, formulary prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the KCJ to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription

medications shall be provided to Patient Inmates as clinically indicated for both Routine and Non-Routine Medical Care. Minor Medical Procedures involve minimally invasive procedures. In most cases, these are performed laparoscopically or arthroscopically. Minor Medical Procedures are performed in a manner to minimize excessive damage to tissue. Risk of infection is reduced, and recovery time is shorter. Some surgical procedures are superficial in that they only affect the outermost portions of the body. These shall be considered routine medical care.

- iii. For purposes of this Agreement, Non-Routine Medical Care shall be defined as 1) major medical operations, surgeries, or procedures which would require admittance to a hospital longer than one day; 2) continuation of experimental medication; 3) critical life-saving services that cannot be provided onsite at the KCJ or via a county-contracted hospital; 4) dialysis service whether onsite or otherwise; and 5) emergency medical treatment that cannot be provided onsite at the KCJ. Major Medical Operations/Surgeries/Procedures involve opening the body allowing surgeon access to the area where the work needs to be completed. It involves major trauma to the tissue, a high risk of infection, and an extended recovery period. Emergency medical care are situations that poses an immediate risk to health and life and requires immediate intervention to prevent a worsening of the situation.
- iv. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall make all reasonable efforts to notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. In the event the DSH directs Contractor to provide Non-Routine Medical Care, the DSH shall either direct Contractor to instruct the facility providing care to invoice the committing county, or to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager, in accordance with the preferences of the committing county. Contractor shall notify the committing county of the Patient Inmate's transfer to and from the JBCT program and the designated facility providing care.

In the event of an emergency, and for Patient Inmates whose committing county is not Kings, Contractor shall proceed immediately with necessary medical treatment. In the event of such an emergency, the DSH shall either direct Contractor to instruct the facility providing care to invoice the committing county, or to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. In such an event, Contractor shall notify the DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. Contractor shall make reasonable efforts to ensure that Patient Inmates are treated at facilities preferred by the committing county, once the Patient Inmate is stable enough for transfer, is transferred to such a facility.

- v. In the event a Patient Inmate requires Non-Routine Medical Care, Contractor shall instruct the facility providing care to invoice the Contractor directly for the full cost of care provided, which shall be offset by the Patient Inmate's Medicare or private health insurance plan when applicable, and then reimbursed by DSH. Contractor shall instruct the facility providing care to seek reimbursement from the Patient Inmate's Medicare or

private health insurance plan, within any required timeframes, prior to invoicing the Contractor when applicable. Contractor shall instruct the facility providing care to submit the Explanation of Benefits, reflecting Medicare or private health insurance payments or denials, with an original invoice when billing the contractor for the remaining balance (i.e., deductible, copay, and coinsurance amounts).

- L. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.
- M. Upon Restoration of Competency:
Contractor shall be responsible for coordinating with the committing counties' behavioral health programs for the continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competence and transferred from the JBCT program.
- N. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications may constitute a material breach for which the DSH may terminate this Agreement with cause.
- O. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- P. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.
- Q. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances would constitute a material breach of this Agreement under California law.
- R. If services are provided on DSH grounds, then the Contractor shall participate in any of the DSH workplace violence prevention, infection control-illness prevention, and workplace safety measures or programs as may be required by DSH. This responsibility includes compliance with infection control measures, use of Personal Protective Equipment (PPE) as prescribed by DSH, attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH. DSH will provide the Contractor with electronic versions of the DSH's current Illness and Injury Prevention Plan (IIPP), Workplace Violence Prevention Plan (WVPP), DSH Code of Safe Practices, and other appropriate documents to support worksite safety and infection control.

- S. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

8. THE DSH RESPONSIBILITIES:

- A. The DSH shall provide an orientation of the JBCT program to Contractor at the discretion of the DSH. Such orientation shall include an overview of State policies and procedures, the DSH JBCT Policy and Procedures Manual, and appropriate statutes related to the JBCT program.
- B. The DSH shall be responsible for the development and maintenance of the DSH JBCT Policy and Procedures Manual concerning JBCT program operations and treatment consistent with State and federal laws and the DSH policies and procedures.
- C. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
- i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party may not perform services for the DSH.
 - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
 - iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. DSH shall provide written notice to Contractor should DSH deem services unacceptable by the Contract Manager and/or their designee.
 - iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations, subject to any law restricting disclosure of information.
 - v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor in writing as soon as reasonably possible of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

- vi. The DSH shall submit its findings to Contractor in writing and provide Contractor 30 days to correct any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies may be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in Exhibit A, Scope of Work.
- ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, the DSH may find the contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

10. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term **for two (2) additional terms of up to one (1) year each**, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

11. COUNTY FACILITY LEASING

- A. Notwithstanding anything in this Agreement: the parties agree that this Agreement in all respects is (i) subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2017 Series A (Various Correctional Facilities) (the "Bonds"), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, re-letting rights) related to the Bonds that involve, or are executed by, the County of Kings and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (ii) subject to review and written consent of the State Public Works Board and Department of Corrections and Rehabilitation prior to execution, as is any amendment or modification thereto; and (iii) shall be terminable by the County, DSH, or at the direction of the State Public Works Board upon thirty (30) days' written notice, without penalty or cause.

Revision 12-9-2021

EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS**A. Referral Document Collection Prior to Admission**

The DSH Patient Management Unit (PMU) shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon admission. If Contractor receives court correspondence directly from the court, Contractor shall provide copies of these documents to the DSH immediately upon request, no later than 24 hours from receipt of the request.

B. Referrals Determined to be Not Suitable for Admission

Should Contractor determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, Contractor shall inform the DSH Contract Manager and the PMU immediately in writing or by phone. Immediately upon making this determination, Contractor shall provide all required documents listed under Penal Code section 1370, subdivision (a)(3) to the PMU no later than 24 hours. Once the committing county's felony IST referrals are being managed by the PMU, the transmission of these documents will no longer be required.

C. Removal of Patient Inmates No Longer Clinically Suitable

- i. Upon admission, Contractor shall assess each Patient Inmate to ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. At the discretion of the DSH Contract Manager, and if requested in writing, Contractor shall review and determine new Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.
- ii. Should Contractor determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, Contractor shall contact the DSH Contract Manager to discuss treatment options. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH pursuant to applicable law and subject to court orders, and the DSH shall not unreasonably withhold such permission.
- iii. Should Contractor and the DSH determine a Patient Inmate should be removed from the JBCT program, Contractor shall continue to make all reasonable efforts to provide treatment until arrangements are made to admit the Patient Inmate to a state hospital. Within seven days of making this determination, Contractor shall also provide the following additional documents to the PMU including, but not limited to:
 - 1) Transfer Notification Letter;
 - 2) Court Reports, if due or submitted;
 - 3) 90-Day Progress Report, if due or submitted;
 - 4) Psychiatry Intake Assessment;
 - 5) The three most recent Psychiatry Progress Notes;
 - 6) Psychology Intake Assessment;
 - 7) 30-Day Psychologist Competency Reassessments;
 - 8) Social Work/Clinician Intake Assessment;
 - 9) Nursing Intake Assessment;

- 10) Informed Consent;
- 11) Medication Orders;
- 12) Laboratory Results, if any; and
- 13) Discharge Summary

D. Psychological Assessment Protocol

- i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency shall be ascertained through the use of preliminary assessment instruments including, but not limited to:
 - 1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, and legal history as well as barriers to competency. The *Mental Status Exam (MSE)* shall also be included in the interview;
 - 2) Assessment of Malingering (as clinically indicated). *Miller Forensic Assessment of Symptoms (M-FAST)*;
 - 3) Assessment of of Trial Competence. *Evaluation of Competency to Stand Trial- Revised (ECST-R)*, the *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA)*, and/or the *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)*; *Fitness Interview Test – Revised (FIT-R)* and
 - 4) Severity of of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS)*.
- ii. Contractor shall administer additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized including, but not limited to:
 - 1) *Structured Interview of Reported Symptoms – Second Edition (SIRS-2)*;
 - 2) *Test of Memory Malingering (TOMM)*;
 - 3) *Miller Forensic Assessment of Symptoms Test (M-Fast)*;
 - 4) *Georgia Atypical Presentation (GAP)*;
 - 5) *Structured Inventory of Malingered Symptomatology (SIMS)*; or
 - 6) *Inventory of Legal Knowledge (ILK)*.
- iii. Contractor may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized including, but not limited to:
 - 1) *Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)*;
 - 2) *Wide Range Achievement Test 4 (WRAT4)*; or
 - 3) *Montreal Cognitive Assessment (MoCA)*.
- iv. Contractor may administer additional instruments assessing personality to complete further assessment of psychological functioning including, but not limited to:

- 1) *Personality Assessment Inventory (PAI)*; or
 - 2) *Minnesota Multiphasic Personality Inventory-2 (MMPI-2)*.
- v. Contractor shall administer follow-up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following including, but not limited to:
- 1) *Evaluation of Competency to Stand Trial-Revised (ECST-R)*;
 - 2) *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA)*; or
 - 3) *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR)* or
 - 4) *Fitness Interview Test – Revised (FIT-R)*

E. Individualized Treatment Program

- i. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit shall be listed on the individualized treatment plan and shall be targeted in the Patient Inmate's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.
- ii. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.
- iii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program shall be listed in the individual treatment plan and addressed by specific treatment interventions.
- iv. Contractor shall conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

F. Multi-model, Experiential Competency Restoration Educational Experience and Components

- i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.
- ii. Contractor shall address the following elements in the education modalities of the competency restoration program, including but not limited to:
 - 1) Criminal charges;
 - 2) Severity of charges, namely Felony vs. Misdemeanor;
 - 3) Sentencing;
 - 4) Pleas including, Guilty, Not Guilty, Nolo Contendere and Not Guilty by Reason of Insanity;
 - 5) Plea bargaining;
 - 6) Roles of the courtroom personnel;

- 7) Adversarial nature of trial process;
 - 8) Evaluating evidence;
 - 9) Court room behavior;
 - 10) Assisting counsel in conducting a defense;
 - 11) Probation and Parole; and
 - 12) Individualized instruction as needed.
- iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material.

G. Medication Administration and Consent

- i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmates as soon as possible in accordance with professional standards of care and court practices.
- ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.
- iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication as outlined in the DSH JBCT Policy and Procedures Manual.
- iv. The Contractor will enact policies and procedures to ensure that within 14 days of admission from when a patient is admitted to the JBCT and the Court has authorized administration of involuntary medication, either:
 - a. The treating medical professional prescribes psychotropic medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. The Contractor's policies and procedures shall provide that involuntary medication is administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.

Or

 - b. The treating medical professional determines that medications that could be provided involuntarily are not currently medically appropriate or necessary for the patient and documents their reasoning in the medical record. This reasoning will also be communicated via the DSH weekly patient tracker.
- v. The Contractor will enact policies that provide that when a patient is admitted to the JBCT without an order for involuntary medication and the Court issues an order to administer medications that, within four business days of the date of the Court's order either:
 - a. The treating medical professional prescribes medications to be administered over the patient's objection if the patient does not voluntarily comply with administration. The Contractor's policies and procedures will provide that involuntary medication is

administered over the patient's objection, if necessary, beginning with the date of the medical professional's prescription.

Or

- b. The treating medical professional determines that medications that could be provided involuntarily are not currently medically appropriate or necessary for the patient and documents their reasoning in the medical record. This reasoning will also be communicated via the DSH weekly patient tracker.

H. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager for approval prior to activation of the JBCT program and annually thereafter.

I. Patients' Rights/Grievance Process

Upon admission, Contractor shall provide an orientation and education on the Patient Inmate Grievance Process for each Patient Inmate. Contractor shall post the Patient Inmate Grievance Process in a visible location in an area commonly used by Patient Inmates.

J. Data Deliverables

- i. The DSH shall provide a standardized data collection template. Contractor shall complete and submit this data collection to the DSH on a weekly basis with a reasonable deadline to be determined by the DSH. The template includes, but is not limited to, the following data elements:

Term	Definition
Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. <i>Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other</i>
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO):	Was Interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of Commitment
Packet Received Date:	Date Packet Received (including incomplete required documents)
Packet Completed Date:	Date Packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detail reason why the delay of admission
Screening Evaluation Completed Date:	Date Screening Evaluation was completed
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.
Admission Date:	Date of Admission
Involuntary Medication Order (YES/NO):	Is there a current court ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on, this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)
Did I/P Receive Invol Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer :	Final determination of patients status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patients discharge or transfer.
Date Referred to DSH for Transfer:	Date Referred to DSH for Transfer
Discharge/Transfer Date:	Date of Discharge and or Date of Transfer
Discharge/Transfer Location:	Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.
Reason for delayed Discharge:	Provide a detail reason why the delay of discharge.
Date ROC Certificate Submitted to Court:	Date that ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at time of Discharge
Diagnosis of Malingering? (YES/NO):	Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No

- ii. Contractor shall submit daily census reports to the DSH upon the first Patient Inmate admission, unless otherwise requested by the DSH.
- iii. Contractor shall submit a monthly report to the DSH that identifies the Patient Inmates that were prescribed any non-formulary injectable psychotropic medication, Invega Sustenna®, during the reporting period and explains the medical necessity for each prescription.
- iv. Contractor shall submit a summary performance report within 30 days of the end of the contract term to include, but not be limited to, the information stated above and:
 - 1) The total number of individuals restored to competency;
 - 2) The average number of days between program admission and discharge;
 - 3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
 - 4) The cost per cycle of treatment;
 - 5) A description of all implementation challenges; and
 - 6) Special incident reports and notification to the DSH of emergencies.

K. Reporting Requirements

- i. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.
- ii. Contractor shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager, with a written report to follow within five business days.
- iii. Contractor shall report via phone or email to the DSH Contract Manager when a Patient Inmate who is currently receiving treatment in the JBCT program is involved in a Serious Incident. "Serious Incidents" shall include, but not be limited to, causing serious harm to self or others and committing a new felony offense. Such reporting shall take place within 24 hours of the Serious Incident. Contractor shall respond to Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of Patient Inmates. Contractor shall maintain a Serious Incident file that is separate from the Patient Inmate record.
- iv. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

2. TREATMENT PROTOCOL

- A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.
- B. Group therapy is central to the restoration process, and Contractor shall provide treatment daily to Patient Inmates. Group content should include one of the four group treatment domains: *competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation*. Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.
- C. Contractor shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check-in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.
- D. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.
- E. Together on a weekly basis, the multi-disciplinary treatment team shall review:
 - i. Progress of all Patient Inmates admitted within 30 days,
 - ii. At subsequent 14-day intervals thereafter, and
 - iii. When a Patient Inmate is under consideration for discharge.

The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

3. SAMPLE JBCT TREATMENT GROUP THERAPY SCHEDULE

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
0800-0850	Staff Member 1: Therapeutic Movement	Staff Member 2: Wake-up Activity	Staff Member 2: Wake-up Activity	Staff Member 2: Wake-up Activity	Staff Member 3: JBCT Incentive Store
0900-0950	Staff Member 3: Wellness Education	Staff Member 4: My Life, My Choice	Staff Member 2: Arts & Crafts	Staff Member 4: What Would You Do?	Deputy: Activity of Daily Living Groups
1000-1050	Staff Member 5: Current Events	Staff Member 3: Wellness Education	Staff Member 2: Life Skills	Staff Member 3: Wellness Education	
	Staff Member 6: Competency Education	Staff Member 2: Life Skills	Staff Member 3: Wellness Education	Staff Member 2: Table Games	
1100-1150	<i>Lunch</i>	<i>Lunch</i>	Treatment Team Meeting: Grand Rounds	<i>Lunch</i>	<i>Lunch</i>
1200-1250	Individual Contacts	Staff Member 2: Brain Fitness	<i>Lunch</i>	Staff Member 2: Brain Fitness	Individual Contacts
1300-1350	Staff Member 6: Competency Education	Staff Member 4: Court Activity		Staff Member 4: Competency Education	Staff Member 4: My Life, My Choice
	Staff Member 2: Table Games		Staff Member 7: Working with Your Attorney	Individual Contacts	Individual Contacts
1400-1450	Staff Member 5: Trivia Challenge	Chaplain: Bible Study	Individual Contacts		
1500-1530	Individual Contacts				Individual Contacts

4. SAMPLE PROPOSED JBCT STAFFING MODEL:

Number of Beds	Eight Beds
Treatment Team Staffing*	Psychiatrist – 0.3 Psychologist – 0.8 Competency Trainer – 0.5 Mental Health Clinician/Program Director – 1.0
Administrative Staff*	Administrative Assistant – 0.5
Custodial Staff*	Deputy – 2.0
<i>*Number of positions reflect full-time equivalent (FTE) values</i>	

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described in this Agreement, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- C. Contractor shall submit invoices for any and all program replenishment costs associated with and pertaining to the items in Exhibit A. Scope of Work, Section 5, "Program Replenishment Funds". The total initial program replenishment costs invoiced shall not exceed **\$10,000** annually.
- D. The DSH is not responsible for services performed by Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements, unless otherwise agreed upon by DSH and Contractor in writing.
- E. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.
- F. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the CAREs Act or FEMA disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH contract price.

2. INSTRUCTIONS TO CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals
Attention: Accounting Office
1215 O Street, MS-2
Sacramento, CA 95814

OR

DSHSAC.AccountsPayable@dsh.ca.gov

- B. Contractor shall submit one original and three copies of each invoice, unless emailed.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

- E. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
 - iii. Small Business certification number, if applicable
 - iv. Professional license number, if applicable
 - v. Invoice total

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State FY's, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

- A. The amount of this Agreement shall not exceed **\$2,662,945.74** at rates listed in this Agreement.
- B. Upon contract execution as well as receipt and approval of the submitted invoices, the DSH shall compensate Contractor for program replenishment costs that shall not exceed **\$10,000** annually.
- C. Upon the first Patient Inmate admission, the per diem rate shall be **\$519.81** per bed, totaling **\$4,158.48** per day for all eight contracted beds. Upon invoicing, Contractor shall clearly identify the number of days in the month that services were provided.
- D. Beginning 90 days from the first Patient Inmate admission, if, over the course of each quarter period during the term of this Agreement, a 90 percent occupancy rate is not maintained, the DSH

and Contractor may execute an amendment to this Agreement upon jointly developing a plan to reduce the minimum number of beds provided and the budget amount accordingly. This provision shall correspond to the standard quarter periods commencing annually on July 1.

- E. In addition to the per diem rate, the DSH shall compensate Contractor for prescribed non-formulary injectable psychotropic medication, Invega Sustenna®, costs based on actual usage when medically necessary, which shall not exceed **\$153,796.40** annually (Maximum Annual Medication Budget). Upon invoicing, Contractor shall clearly identify the cost per injection multiplied by the number of Patient Inmates that received the injection during the month that services were provided. The DSH and Contractor shall monitor drug usage and, if/when Contractor anticipates exceeding the Maximum Annual Medication Budget, Contractor shall notify the DSH Contract Manager and the DSH will execute a contract amendment to this Agreement in order to increase the Maximum Annual Medication Budget, contingent upon the availability of sufficient funds.
- F. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- G. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

Revision 12-9-2021

EXHIBIT B-1
SAMPLE INVOICE

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
 Attn: Accounting Office
 1215 O Street, MS-2
 Sacramento, CA 95814

PERIOD OF SERVICE	AGREEMENT #
[insert date range of month being invoiced]	

Allocated – Eight Beds				
Per Diem Rate*		Days in Treatment		Total for [insert month being invoiced]
\$4,158.48	X	[Insert number of days in the month being invoiced]	=	\$ _____

**Per Diem Rate of \$519.81 Per Bed*

Prescribed Non-Formulary Injectable Psychotropic Medication (Not to Exceed \$153,796.40 Annually)				
Cost Per Injection		Total Patient Inmates		Total for [insert month being invoiced]
[Insert actual cost for one injection of this medication]	X	[Insert number of Patient Inmates who received this injection in the month being invoiced]	=	\$ _____

Invoice Total for [insert month being invoiced]:	\$ _____
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PLEASE MAKE REMITTANCE PAYABLE TO:
 [Insert Contractor's Department billing contact/address]

Prepared By: [Signature here] _____
 [Insert name/title here]

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. ~~**INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~
5. ***INDEMNIFICATION***: *In the event the State Department of State Hospitals and a county jail treatment facility are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.*
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS**: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney

General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.
- B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any

party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the

rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.
- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

Revision 11-18-2020

EXHIBIT E

CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

These Confidentiality and Information Security Provisions (for HIPAA/HITECH Act contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the California Department of State Hospitals (DSH), pursuant to Contractor's agreement with DSH. DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq. (2021), the Lanterman-Petris-Short Act, Civil Code section 1798 et seq. (2021), the Information Practices Act of 1977, Health and Safety Code section 123100 et seq. (2021), the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq. (2021), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (C.F.R.), parts 160, 162 and 164 (2021) (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.
- B. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- C. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

2. DEFINITIONS:

- A. The following terms used in the agreement between DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

- i. **Contractor.** Contractor shall have the same meaning as the term “business associate” at 45 C.F.R. section 160.103 (2021).
- ii. **Breach.** With respect to Contractor’s handling of confidential information, “breach” shall have the same meaning as the term “breach” in HIPAA, 45 C.F.R. section 164.402 (2021).
- iii. **HIPAA Rules.** HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. parts 160 and 164 (2021).
- iv. **Confidential Information.** Confidential information shall mean information or data that is Protected Health Information or Personal Information as defined herein.
- v. **Personal Information (PI).** Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a) (2021).
- vi. **Required by law,** as set forth under 45 C.F.R. section 164.103 (2021), shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- vii. **Security Incident.** Security Incident shall mean the intentional attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of Contractor’s organization and intended for internal use; or interference with system operations in an information system.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:**A. Contractor agrees to:**

- i. not use or disclose confidential information other than as permitted or required by the agreement between DSH and Contractor or as required by law. Any use or disclosure of DSH confidential information shall be the Minimum Necessary;
- ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. part 164 (2021) with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with DSH;
- iii. report to DSH any use or disclosure of confidential information not provided for by the agreement with DSH of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410 (2021), and any security incident of which it becomes aware;

- iv. in accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2) (2021), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit confidential information on behalf of Contractor enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;
- v. to provide access and make available confidential information in a designated record set to DSH or to an Individual in accordance with 45 C.F.R. section 164.524 (2021) and California Health and Safety Code section 123100 et seq. (2021). Designated Record Set shall mean the group of records maintained for DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of DSH. Contractor shall use the forms and processes developed by DSH for this purpose and shall respond to requests for access to records transmitted by DSH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;
- vi. if Contractor maintains an Electronic Health Record with PHI and an Individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e) (2021);
- vii. if Contractor receives data from DSH that was provided to DSH by the Social Security Administration, upon request by DSH, Contractor shall provide DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;
- viii. make any amendment(s) to confidential information in a Designated Record Set as directed or agreed to by DSH pursuant to 45 C.F.R. section 164.526 (2021), or take other measures as necessary to satisfy DSH's obligations under 45 C.F.R. section 164.526 (2021);
- ix. to document and make available to DSH or (at the direction of DSH) to an Individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 (2021) and 42 U.S.C. section 17935(c) (2021). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;
- x. to the extent Contractor is to carry out one or more of DSH's obligation(s) under Subpart E of 45 C.F.R. part 164 (2021), comply with the requirements of Subpart E that apply to DSH in the performance of such obligation(s); and

- xi. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.
- xii. comply with all legal obligations pursuant to the California Consumer Privacy Protection Act (CCPA) of Contractor, its employees, agents and sub-contractors, including but not limited to the handling and disclosure of personal information received resulting from this agreement, abiding by CCPA notice requirements on Contractor's website(s), safeguarding personal information received in connection with this agreement, refraining from using personal information received in connection with this agreement outside of the enumerated business purpose contained therein. Contractor's failure to comply with such laws and regulations shall constitute a material breach of this Agreement, and shall be grounds for immediate termination of the Agreement by DSH, pursuant to section 7 of Exhibit C. By executing this Agreement, Contractor certifies that it is aware of its legal obligations as set forth under the CCPA, that it is in compliance with the CCPA, and shall remain in compliance with all such laws and regulations for the term of this Agreement.
- xiii. indemnify and hold the DSH harmless from and against any and all liability, loss, suit, damage or claim, including third party claims brought against the DSH, pursuant to section 5 of Exhibit C of this Agreement, as well as damages and reasonable costs assessed against the DSH by a court of competent jurisdiction (or, at Contractor's option, that are included in a settlement of such claim or action in accordance herewith), to the fullest extent permitted by State law, to the extent such claim arises from Contractor's violation of the CCPA in relation to Contractor's performance under this agreement; provided, that (i) Contractor is notified promptly in writing of the claim; (ii) Contractor controls the defense and settlement of the claim; (iii) Contractor provides a defense with counsel approved by the DSH; and (iv) the DSH cooperates with all reasonable requests of Contractor (at Contractor's expense) in defending or settling the claim.

4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:

- A. Except as otherwise provided in the agreement between Contractor and DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities or services identified in the agreement with DSH provided that such use or disclosure would not violate federal or state laws or regulations.
- B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this agreement with DSH or as required by law.
- C. Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.
- D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by Contractor on behalf of DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of DSH.

5. SAFEGUARDS:

- A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement with DSH. Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., USB drives and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

- A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-53 and the SANS Institute Password Protection Policy.
- i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
- (1) network-based firewall and/or personal firewall,
 - (2) continuously updated anti-virus software and
 - (3) patch-management process including installation of all operating system/software vendor security patches.
- ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.
- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking

equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

- iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

8. NOTIFICATION OF BREACH:

- A. During the term of the agreement with DSH, Contractor shall report to DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410 (2021).

9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Chief Information Security Officer by telephone call and email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with DSH, or potential loss of DSH confidential data. If the security incident occurs after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor 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.

10. INVESTIGATION OF BREACH:

- A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer of at least the following:
 - i. the data elements involved and the extent of the confidential data involved in the breach;
 - ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed confidential information;
 - iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed;

- iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, 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 required.

11. WRITTEN REPORT:

- A. Contractor shall provide a written report of the investigation to the DSH Information Security Officer 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, an estimation of cost for remediation, 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.

12. NOTIFICATION OF INDIVIDUALS:

- A. Contractor shall 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. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

13. DSH CONTACT INFORMATION:

- A. Contractor shall direct communications to the DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

DSH Contract Manager	DSH Chief Privacy Officer	DSH Chief Information Security Officer
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814 Email: yamin.scardigli@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

14. INTERNAL PRACTICES:

- A. Contractor shall make Contractor’s internal practices, books and records relating to the use and disclosure of DSH confidential information received from DSH, or created, maintained or received by Contractor, available to DSH or to the Secretary in a time and manner designated by DSH or by the Secretary, for purposes of determining DSH’s compliance with HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

- A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of the agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this agreement.

16. EFFECT OF TERMINATION:

- A. Upon termination or expiration of the agreement between Contractor and DSH for any reason, Contractor shall return, at its sole expense, to DSH all confidential information within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by DSH, destroy all confidential information received from DSH or created or received by Contractor on behalf of DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

- A. DSH shall notify Contractor and Contractor shall notify DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or DSH from an Individual to satisfy 45 C.F.R. section 164.522 (2021).
- B. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement with DSH, available to DSH at no cost to DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.
- C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and DSH is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of the agreement between DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.

- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of the agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

- A. DSH may immediately terminate the agreement between Contractor and DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

19. TERMINATION FOR CAUSE:

- A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii) (2021), upon DSH's knowledge of a material breach or violation of this Exhibit by Contractor, DSH shall:
- i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by DSH; or
 - ii. Immediately terminate the agreement pursuant to section 7 of Exhibit C of this Agreement, if Contractor has breached a material term of this Exhibit and cure is not possible.

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
Prof & Spec Services	Sheriff Detention		100000	223000	92037	124,729
TOTAL						124,729

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
St Aid – JBCT	Sheriff Detention		100000	223000	85106	143,554
TOTAL						143,554

(B) Budget Transfer:

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

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

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

Dept. of Finance Approval *Kyria Martinez* Department Head *DR*
 Administration Approval _____ Board Approval _____
 BOS meeting date: _____

Agreement No. ____

AGREEMENT BETWEEN THE COUNTY OF KINGS AND CALIFORNIA FORENSIC MEDICAL GROUP, INC FOR THE PROVISION OF A JAIL BASED COMPETENCY TREATMENT PROGRAM

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”) and **California Forensic Medical Group, Inc.**, a California Professional Corporation (hereinafter “Contractor”).

R E C I T A L S

WHEREAS, the County, in conjunction with the State of California’s Department of State Hospitals (“DSH”), requires a contractor to operate a Jail Based Competency Treatment (“JBCT”) Program within the Kings County Jail to provide restoration to competency services to individuals who have been found incompetent to stand trial under Section 1370 of the Penal Code; and

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

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

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

Contractor understands and agrees that the scope of work as outlined in Exhibit A shall satisfy all performance measures, program elements, and any applicable general or special terms or conditions of the County’s agreement with DSH to provide a JBCT program within the Kings County Jail (“DSH Agreement”). A copy of the DSH Agreement is attached hereto and incorporated by reference as **Exhibit A-1**.

In carrying out the services as set forth in Exhibit A, Contractor shall work cooperatively with the County’s detention staff and detention medical provider to coordinate care for individuals in the JBCT Program while in the program and once released from the program. Cooperation and coordination shall include, but not be limited to, sharing medical information with the County’s detention staff or medical provider as necessary and in accordance with state and federal privacy laws. Failure to work cooperatively with the County’s detention staff and detention medical provider shall be a material breach of this Agreement.

2. COMPENSATION

Contractor shall not be entitled to nor receive from County any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth herein:

Medications	Up to \$138,064.36
Salary and Benefits	Up to \$1,186,289.55
On-site labs/supplies	Up to \$28,494.73
Annual Treatment/Program Replenishment Costs	Up to \$15,833.33
TOTAL COST	Up to \$1,368,681.97

Should insufficient funds be appropriated for this Agreement, the County reserves the right to propose an amendment or unilaterally terminate this Agreement immediately.

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

3. TERM

This Agreement shall commence on December 2, 2022, and end on June 30, 2024, unless otherwise amended by the parties.

4. RESPONSIBILITIES OF CONTRACTOR

a. REQUISITE SKILLS

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

b. DUTY TO MAINTAIN ADEQUATE STAFFING

Contractor shall ensure it maintains sufficient staffing to provide the services set forth in Exhibit A, regardless of scheduled or unscheduled staff time off from work. In the event a staff member is not or will not be present due to vacation, illness, or any other reason, Contractor shall immediately notify the County's designee and inform said designee of the individual who will perform the staff member's duties for the time period during which the staff member is out or unavailable. Contractor understands and agrees that it has an affirmative duty to maintain its staffing levels at all times by providing individuals with the appropriate licensure and skills to perform the duties assigned. Failure to maintain adequate staffing shall be a material breach of this Agreement.

Notwithstanding any changes in scope as defined below, in the event Contractor's proposed staffing plan proves insufficient to provide the services set forth in Exhibit A, Contractor shall be

solely responsible for increasing the hours and/or number of individuals as necessary to perform the work as set forth in Exhibit A and meet its obligations under this Agreement. Said increase shall not result in an increase in cost to the County.

c. CURRENT LICENSURE

Contractor affirms that it and any staff it employs possesses current valid and appropriate licensure including, but not limited to, driver's license, professional license(s), certificate of tax-exempt status, or permits, as required to perform services under this Agreement.

5. ASSISTANCE FROM COUNTY

The County will provide the following:

- a. Network Access for Contractor; and
- b. Physical plant modifications as necessary for suicide mitigation and ligature abatement, as well as office and/or workspace and a storage area with a locked cabinet for the storage of records.

6. RECORDS AND INSPECTIONS.

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

7. AMENDMENTS

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

8. TERMINATION

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

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party fifty (50) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

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

party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

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

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

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

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

9. INSURANCE

A. Without limiting County's right to obtain indemnification from Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an endorsement or other documentation sufficiently demonstrating the County is an Additional Insured under Contractor's Insurance Policy guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times 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.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents and the State of California 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. 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.

C. Each of the above required policies shall be endorsed to provide the County and the State of California, Department of State Hospitals, with prior written notice of cancellation pursuant to policy provisions. Additionally, Contractor agrees to provide County thirty (30) days prior written notice of any insurance cancellations. 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.

10. INDEMNIFICATION

A. 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 the County and any and all of its Board members, officials, employees and agents, and the State of California, Department of State Hospitals, 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. This indemnification specifically includes any claims that may be against the County or the State of California, Department of State Hospitals, by any taxing authority or third party asserting that an employer-employee relationship exists by reason of this Agreement.

C. These indemnification obligations shall survive the termination of this Agreement

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

11. INDEPENDENT CONTRACTOR

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

12. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all health and safety standards set forth by the State of California and the County. In the event any laws and regulations change that result in additional services being required the Change in Scope section in this Agreement will apply.

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. 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.

14. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

15. 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.

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

16. SUBCONTRACTORS

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: Section 6 (Records), Section 9 (Insurance), Section 10 (Indemnification), Section 12 (Compliance with Law), Section 13 (Confidentiality), Section 14 (Conflict of Interest), Section 15 (Nondiscrimination), and Section 25 (ADA Compliance).

17. ASSIGNMENT

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

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 shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by 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 in the United States or in any other country.

20. NOTICE

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

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COUNTY:

COUNTY OF KINGS
ATTN: KYRIA MARTINEZ
ASSISTANT COUNTY ADMIN OFFICER
1400 W LACEY BLVD
HANFORD, CA 93230

CONTRACTOR:

CFMG C/O WELLPATH LLC
ATTN: CHIEF LEGAL OFFICER
1283 MURFREESBORO RD STE 500
NASHVILLE, TN 37217

WITH A COPY TO:
OFFICE OF THE COUNTY COUNSEL
1400 W. LACEY BLVD.
HANFORD, CA 93230

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

21. CHOICE OF LAW

The parties have executed and delivered this Agreement in the County of Kings, State of California. The parties agree that the laws of the State of California shall govern the validity, enforceability, or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement notwithstanding rights afforded the parties under the state and federal rules of civil procedure.

22. SEVERABILITY

If any of the provisions of this Agreement are 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: Section 6 (Records), Section 9 (Insurance), Section 10 (Indemnification), and Section 14 (Confidentiality).

24. THIRD PARTY BENEFICIARIES

County and Contractor are the main parties to this Agreement. DSH is an intended third party beneficiary of this Agreement and is entitled to enforce its terms.

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25. 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, Appendix E, which is attached to this Agreement as **Exhibit D**.

26. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

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

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.

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.

27. CONTRACTOR AS COUNTY'S SUBCONTRACTOR FOR THE DSH AGREEMENT; ORDER OF PRECEDENCE

Contractor, in providing services under this Agreement, acts as the County's subcontractor under the DSH Agreement. As such, Contractor is bound by all of the terms and conditions applicable to the performance of services under the DSH Agreement, as primarily set forth in Exhibits A and A-1 thereof. Contractor will further be subject to audits and inspections by DSH to the same extent the County is subject to the same under the DSH Agreement. This Agreement shall take precedence over the DSH Agreement. In the event a term of this Agreement contradicts a term of the DSH Agreement, the stricter of the disputed or contradictory terms shall apply, except for Sections 6 (Records), 8 (Termination), 9 (Insurance), and 10 (Indemnification) of this Agreement, which shall take precedence over any term on the same subject matter in the DSH Agreement.

28. CHANGES IN SCOPE

If at any time during the Term of this Agreement, there is a material change in the scope of services provided by Wellpath as a result of new, amended, and/or a repealed law or laws (including statutes, codes, and/or case law), related legislation, and/or applicable regulations, the

Parties hereby agree to re-negotiate the affected terms of this Agreement in good faith, and within a reasonable time not to exceed thirty (30) days from the effective date of the material change. In the event the Parties are not able to re-negotiate the affected terms of this Agreement, either Party may terminate the Agreement without cause upon providing fifty (50) days advance written notice.

29. AUTHORITY

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

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

COUNTY OF KINGS

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: _____
Richard Valle, Chairman

By:  _____
Gracy Juson Bazzel, MD, President

ATTEST:

Approved and Endorsements Received:

By: _____
Catherine Venturella, Clerk to the Board

By:  _____ 04/24/2023
Sarah Poots, Risk Manager

APPROVED AS TO FORM:

By:  _____ 4/25/2023
Diane Freeman, County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit A-1:** DSH Agreement dated December 1, 2022
- Exhibit B:** Staffing Plan
- Exhibit C:** HIPAA Business Associate Agreement
- Exhibit D:** Kings County ADA Grievance Procedures