

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

Board of Supervisors

Regular Meeting Agenda

Date: Tuesday, October 17, 2023

Time: 9:00 a.m.

Place: MULTI PURPOSE ROOM, Administration Building 1, 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=m533290240382dd2d45518e3d37749713>

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/4o9WZ527RxQ?feature=share>

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Toby Hendrix – Church of Christ - Hanford
PLEDGE OF ALLEGIANCE

- II. **COUNTY SERVICE AWARDS - Carolyn Leist**
Acknowledge employees that have completed various milestones of County Service.



III. UNSCHEDULED APPEARANCES

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

IV. APPROVAL OF MINUTES

- A.** Report out of Closed Session from the regular meeting for October 10, 2023.
- B.** Approval of the minutes from the regular meeting for October 10, 2023.

V. CONSENT CALENDAR

A. County Counsel:

- 1. Consider appointing Kim Brown, John Vidovich, and Matt Payne to four-year terms as Directors of the Dudley Ridge Water District in lieu of election to qualify, take office, and serve exactly as if elected at a general district election.
- 2. Consider renewing the declaration of a local emergency due to flood conditions in Kings County.

B. Human Services Agency:

- 1. a. Consider approving the Agreement with the University of Massachusetts Global for employee social work program internship placement in the Human Services Agency effective October 17, 2023 through October 16, 2027;
- b. Approve the Agreement with the University of Massachusetts Global for non-employee social work program student internship placement in the Human Services Agency effective October 17, 2023 through October 16, 2027.

C. Information Technology Department:

- 1. Consider approving the first amendment for technical support with CherryRoad Technologies effective October 17, 2023.

D. Library:

- 1. Consider approving the closure of all Kings County Library branches on Saturday, November 11, 2023, and Saturday, November 25, 2023.

E. Public Health Department:

- 1. a. Consider accepting the California Department of Public Health Control Branch real-time allotment to support tuberculosis prevention and control activities;
- b. Authorize the Director of Public Health to sign the Acceptance of Allotments and the required certifications thereunder to support tuberculosis prevention and control activities and any future real-time allotments retroactively effective July 1, 2023 through June 30, 2024;
- c. Adopt the budget change. **(4/5 vote required)**
- 2. a. Consider authorizing the Director of Public Health to accept the \$10,000 sponsorship from Anthem for Women, Infant, and Children program Baby Shower incentives and prizes;
- b. Adopt the budget change. **(4/5 vote required)**
- 3. Consider approving the Memorandum of Understanding with Kings Community Action Organization for joint use of the Family Resource Center in Kettleman City effective December 1, 2023 through November 30, 2024.
- 4. Consider approving the Agreement with California State University, Fresno to provide students internship placements in the Department of Public Health, effective upon execution until December 31, 2026.



CONSENT CALENDAR Continued

F. Sheriff's Office:

1. a. Consider authorizing the retroactive purchase of a new garbage disposal for the Kings County Jail;
- b. Adopt the budget change. **(4/5 vote required)**

VI.

REGULAR AGENDA ITEMS

A. Human Resources Department – Carolyn Leist/Danyeale Leap/Melissa Avalos

1. a. Consider approving the new job specification for Law Clerk and set the salary at Range 204.0 (\$4,576 - \$5,583 monthly);
- b. Add 2.0 Full-Time Equivalency Law Clerk positions in Budget Unit 216000;
- c. Delete 2.0 Full-Time Equivalency Paralegal positions allocations in Budget Unit 216000.
2. a. Consider approving the new job specification for the Senior Deputy District Attorney and set the salary at Range 284.0 (\$10,147 - \$12,383 monthly);
- b. Approve the new job specification for the Deputy District Attorney Supervisor and set the salary at Range 294.0 (\$11,209 - \$13,678 monthly);
- c. Approve the Range change for the Assistant District Attorney position to Range 304.0 (\$12,383 - \$15,109 monthly) effective pay period 22-2023 (October 16, 2023) and adjust the incumbent's salary in accordance with Personnel Rule 13071 (Salary Range Adjustments);
- d. Add 2.0 Full-Time Equivalent Senior Deputy District Attorney position allocations in Budget Unit 216000;
- e. Add 1.0 Full-Time Equivalent Senior Deputy District Attorney position allocation in Budget Unit 216500;
- f. Add 2.0 Full-Time Equivalent Deputy District Attorney Supervisor position allocations in Budget Unit 216000;
- g. Delete 1.0 Full-Time Equivalent Assistant District Attorney position allocation in Budget Unit 216000;
- h. Delete 1.0 Full-Time Equivalent Executive Assistant District Attorney position allocation in Budget Unit 216000;
- i. Delete 4.0 Full-Time Equivalent Deputy District Attorney I/II/III/IV position allocations in Budget Unit 216000;
- j. Delete 1.0 Full-Time Equivalent Deputy District Attorney I/II/III/IV position allocation in Budget Unit 216500.
3. Consider approving the Range change for the Assistant County Counsel position to Range 304.0 (\$12,383-\$15,109 monthly) effective pay period 22-2023 (October 16, 2023).

B. Library – Natalie Rencher

1. Consider adopting a Resolution proclaiming October 15-21, 2023, as Friends of the Kings Library Week in Kings County, during National Friends of Libraries Week.

VII.

STUDY SESSION

A. Human Services Agency – Wendi Osikafo/Antoinette Gonzales

1. a. Receive an overview and update on the General Assistance benefits stolen via electronic theft;
- b. Direct staff as necessary to update the General Assistance Standard and Procedures to address electronic theft replacement.



VIII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, October 24, 2023 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

FUTURE MEETINGS AND EVENTS

October 24	9:00 AM	Regular Meeting
October 30	9:00 AM	County Office Halloween Decorating Contest Judging
October 31	9:00 AM	Regular Meeting
November 7	9:00 AM	Regular Meeting
November 14	--	Regular Meeting Canceled due to Board Members participating in CSAC Annual Meeting
November 21	9:00 AM	Regular Meeting
November 28	9:00 AM	Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 17, 2023

SUBMITTED BY: Human Resources – Carolyn Leist

SUBJECT: COUNTY SERVICE AWARDS PRESENTATION

SUMMARY:

Overview:

The Kings County Service Awards Program has been in place since 1977 to recognize the full-time employment service of County employees. Service awards are presented to employees after five (5) years of continuous full-time service, and in increments of five (5) years thereafter.

Recommendation:

Acknowledge employees that have completed various milestones of County Service.

Fiscal Impact:

The Adopted Fiscal Year 2023-24 Budget includes \$17,000 in the Human Resources budget for the provision of various cash and memento awards for eligible employees.

BACKGROUND:

Public service is a calling and a privilege that involves a dedication of purpose on the part of the people that strive daily to add value to their community. There has been a Kings County Service Awards Program since 1977. It was established in order to recognize publicly the length of quality service that employees have provided to the citizens of Kings County. At the end of each fiscal year, the Human Resources Department identifies those employees who became eligible to receive service awards during the previous fiscal year. Each eligible recipient receives a certificate indicating the number of years of service that have been completed. Each awardee is also permitted to select an award to which they are entitled based on years of service completed. Awards are provided in the form of either cash, or a memento based on the years of qualifying service. At this meeting, employees from the following departments will be recognized:

Community Development
District Attorney

Fire
Health

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.

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

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, October 10, 2023

Time: 9:00 a.m.

Place: MULTI PURPOSE ROOM, Administration Building 1, Kings County Government Center
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I. 9:00 AM

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Pastor Sheri Winterowd – First Presbyterian Church - Hanford

PLEDGE OF ALLEGIANCE

ALL MEMBERS PRESENT



II. UNSCHEDULED APPEARANCES

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

Dave Clevenger, Kings Gospel Mission gave the Board an update on the Triangle Courtyard housing project and stated that he hopes to have units available for residents early in 2024.

Kevin Cook, Kings County Deputy District Attorney stated that he has taken a job with Kern County, and voiced his concerns for pay and bonuses for experienced attorney's and asked the Board to work with the current District Attorney to help keep the community safe.

Richard Valle, Chairman stated that the Board heard the concerns of the District Attorney and worked with County staff to give \$15,000 recruitment/retention bonuses to show support and it appears it still wasn't enough.

Kyria Martinez, County Administrative Officer stated that on July 6, 2023 Alex Walker started as an Administrative Analyst Intern for Administration and Board of Supervisors and this is his last meeting before leaving to complete his Executive Fellowship in Sacramento. She thanked him for his commitment and professionalism while completing the tasks assigned to him during his time in the County.

Alex Walker, Kings County Administrative Analyst Intern stated that he has enjoyed his time working for Kings County and explained the projects he worked on such as the new Board of Equalization Assessment Appeals website, Boards and Commissions websites, social media postings, County newsletter re launch among many other projects.

Joe Neves, District 1 Supervisor presented Alex Walker with a County cow hat and lapel pin and wished him well in his future endeavors.

III. APPROVAL OF MINUTES

A. Approval of the minutes from the regular meeting for October 3, 2023.

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

IV. CONSENT CALENDAR

A. Agricultural Department:

1. Consider approving a Cooperative Agreement with the California Department of Food and Agriculture for the County's Pink Bollworm Cotton Plowdown and Host-Free Monitoring Program. **[AGMT 23-160]**

B. Public Health Department:

1. a. Consider approving a lease Agreement with the Kings View Corporation for the Corcoran Clinic Building to provide outpatient mental health services effective November 1, 2023 through June 30, 2026; **[AGMT 23-161]**
b. Approve a lease Agreement with the Kings View Corporation for the Avenal Clinic Building to provide outpatient mental health services effective November 1, 2023 through June 30, 2026;
c. Adopt the budget change. **(4/5 vote required)**
2. Consider appointing three members of the Commission to replace retiring members as indicated in the Kings County Ambulance Commission By-Laws. **[AGMT 23-162]**



C. Sheriff's Office:

1. a. Consider authorizing the Sheriff's Office to purchase a used all-terrain vehicle for the Rural Crime Task Force;
- b. Adopt the budget change. **(4/5 vote required)**

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

V.

REGULAR AGENDA ITEMS

A. Administration – Kyria Martinez

Chemical Waste Management – Bob Henry

1. Consider accepting the report from Chemical Waste Management.

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

B. Behavioral Health Department – Lisa Lewis/Christi Lupkes

1. Consider approving the Memorandum of Understanding with Health Management Associates Incorporated for the distribution of a stipend for the Medication Assisted Treatment Expansion Program in jails and drug courts retroactively effective from April 1, 2023 through June 30, 2025. **[AGMT 23-163]**

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

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

1. Consider adopting a Resolution proclaiming the month of October 2023 as Sudden Infant Death Syndrome Awareness Month in Kings County. **[RESO 23-068]**

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

2. a. Consider approving the Fiscal Year 2023-24 Application with the California Department of Public Health for Maternal, Child and Adolescent Health Funding retroactively effective from July 1, 2023, through June 30, 2024; **[[AGMT 23-164]**
- b. Adopt the budget change. **(4/5 vote required)**

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

D. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1. Consider approving the Funds Transfer Agreement between the California Department of Transportation and the County of Kings to accept \$6 million in Assembly Bill No. 179 funds for the construction of the Pedestrian Overcrossing in Kettleman City. **[AGMT 23-165]**

ACTION: APPROVED AS PRESENTED (Motion by DV, Second by RF) (JN, RF, RV-Aye, DV, RR-No)

2. Consider approving the appraisal summaries for the Barcenas, Thorbus, and Hansen properties required for the 17th Avenue and Houston Avenue signalization Project.

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

3. a. Consider approving the Plans and Specifications for the King County Fire Station No. 5 Partial Remodel project;
- b. Authorize the Public Works Department to advertise the project.

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



E. Sheriff's Office – David Robinson

1. a. Consider approving the Agreement with Island Union Elementary School District for School Resource Deputy services retroactively effective from July 1, 2023 through June 30, 2024;
- b. Authorize the Sheriff to sign the Agreement with Island Union Elementary School District for School Resource Deputy services retroactively effective from July 1, 2023 through June 30, 2024; **[AGMT 23-166]**
- c. Adopt the budget change. **(4/5 vote required)**

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

2. a. Consider adopting the Resolution authorizing participation in the Alcohol Policing Partnership program implemented by the Department of Alcoholic Beverage Control; **[RESO 23-069]**
- b. Authorize the Sheriff to sign the grant Agreement with the Department of Alcoholic Beverage Control for the Alcohol Policing Partnership program retroactively effective from July 1, 2023 through June 30, 2024; **[AGMT 23-167]**
- c. Adopt the budget change. **(4/5 vote required)**

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

VI.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Neves stated that he continues to monitor the Tulare Lake floods and stated that where he is measuring the levels it is receding about 3 inches a week. He stated that he cooked Philly cheesesteak sandwiches for the Human Services Agency employee appreciation luncheon, announced for the West Hills College volleyball, reviewed the South Fork Kings Groundwater Sustainability Agency presentation, announced for the Lemoore High School football game, attended the American Legion breakfast, attended the Westlands Almond Solar project ribbon cutting, attended the Lemoore High School Homecoming game, attended a fundraiser breakfast event at Applebee's, attended the Hanford Renaissance Faire and cooked tri-tip for the Lemoore High School band boosters fundraiser.

Supervisor Fagundes stated that he helped cook Philly cheesesteak sandwiches for the Human Services Agency employee appreciation luncheon and helped cook tri-tip for the Lemoore High School band booster's fundraiser.

Supervisor Robinson stated that he attended a meeting with the Grand Jury members, coached a soccer game, and stated that his thoughts and prayers are with the people of Israel.

Supervisor Valle thanked Kyria Martinez, County Administrative Officer, and Information Technology staff for assisting with the fraudulent email that was set up with his name. He stated that it was hard to hear the concerns today regarding the Kettleman City bridge and invited Supervisor Robinson to attend the Kettleman City community event on October 19, 2023 to speak to the residents. He stated that the County was blessed to get the earmarked money for the project and that County staff has been working hard to get additional funding for the much-needed pedestrian bridge.



- ◆ **Board Correspondence:** Kyría Martínez stated that the Board received a Certification from the Lakeside Irrigation Water District dated October 4, 2023 regarding appointments to their Board. The Board received the September 2023 Monthly Kings County Investment Pool Transaction Activity Report from our Finance Director, Erik Urena, on October 2, 2023. The Board received correspondence from Bob Notley dated September 30, 2023 regarding the Kings Speedway. The Board received correspondence from Merchant McIntyre Associates dated September 26, 2023 regarding Federal Funding and grants available to Kings County.

- ◆ **Upcoming Events:** Kyría Martínez stated that the Kings County Sheriff’s Office and Hanford Police Department will host their Annual Cornhole Tournament on October 14, 2023 at 11:00 a.m. at 10842 Elder Avenue in Hanford. Contact Sergeant Mazza for more details. Rise Above will be hosting a Youth Empowerment Program “Career Building” where they will share valuable insights, practical tips, and professional development to help take your career to the next level. The event will happen on Monday, October 16, 2023 from 4:00 p.m.-5:30 p.m. at the Technology Learning Center located at 1101 Dairy Avenue in Corcoran. For more information contact Kings Partnership at 559-242-6483. There will be a free Kings County Public Safety Event that will take place on Thursday, October 19, 2023 from 5:00 p.m.-7:00 p.m. at Kettleman City Park. There will be BBQ and information on many services that Kings County offers. Friends of the Kings County Library will have their book sale at the Hanford Library on Saturday, October 21, 2023 from 10:00 a.m. to 2:00 p.m. Items for sale will include new and used books, DVDs, CDs and most items are only \$1. There will be a Candy Crawl in downtown Lemoore on October 21, 2023 from 10:00 a.m.-2:00 p.m. Various downtown businesses will be participating in this event. For more information, please contact the City of Lemoore Parks and Recreation Department. The Kings County Farm Bureau will host its 9th Annual Harvest Classic Golf Tournament at the Kings Country Club on Monday, October 30, 2023 with check in starting at 8:00 a.m. For more information call 559-584-3557.

- ◆ **Information on Future Agenda Items:** Kyría Martínez stated that the following items would be on a future agenda: Administration – Claim For Damages, Agriculture Department - Cooperative Agreement with the California Department of Food and Agriculture for the Pink Bollworm Cotton Plowdown and host free monitoring program, County Counsel - Appointment of Trustees to the Dudley Ridge Water District, Renewal of Local Emergency Due to Flood Conditions in Kings County, and Advanced Step Hire for Deputy County Counsel; Public Health Department - Tuberculosis Control Program Funding Allotment, Anthem Sponsorship for Women, Infant, and Children program, Memorandum of Understanding with Kings Community Action Organization, and California State University Fresno Internship Agreement; Human Resources Department - County Service Awards Presentation, new Job Specification for Law Clerk and Re organization for the District Attorneys office; Human Services Agency -Agreements with the University of Massachusetts Global for Internship Field Placement, for Kings County Employee Interns and for Student Interns and a Study Session Regarding the General Assistance Electronic Theft Replacement of Benefits; Information Technology - Change Request to the Cherry Road Contract; Library - Holiday Closures for November and a Friends of the Library Week Resolution; Sheriffs Office - Garbage Disposal Purchase for the Kings County Jail.



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 next regularly scheduled meeting will be held on Tuesday, October 17, 2023 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

FUTURE MEETINGS AND EVENTS

October 17	9:00 AM	Regular Meeting
October 24	9:00 AM	Regular Meeting
October 30	9:00 AM	County Office Halloween Decorating Contest Judging
October 31	9:00 AM	Regular Meeting
November 7	9:00 AM	Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 17, 2023

SUBMITTED BY: County Counsel – Diane Freeman

SUBJECT: APPOINTMENT OF DIRECTORS TO THE DUDLEY RIDGE WATER DISTRICT

SUMMARY:

Overview:

The Dudley Ridge Water District has requested the Kings County Board of Supervisors appoint three (3) Directors to its District Board in lieu of election pursuant to the provisions of Elections Code Section 10515.

Recommendation:

Appoint Kim Brown, John Vidovich, and Matt Payne to four-year terms as Directors of the Dudley Ridge Water District in lieu of election to qualify, take office, and serve exactly as if elected at a general district election.

Fiscal Impact:

None.

BACKGROUND:

Pursuant to Elections Code Section 10515, when the number of persons who have filed Declarations of Candidacy for a district office does not exceed the number of offices to be filled, the Board of Supervisors shall appoint the candidate(s) in lieu of holding the election. The Dudley Ridge Water District (“District”) scheduled a general District election for August 28, 2023 to fill three (3) director positions. Kim Brown, John Vidovich, and Matt Payne have filed Declarations of Candidacy. Accordingly, the District requests that the Kings County Board of Supervisors appoint the three candidates, in lieu of election. The District’s secretary has certified that the number of persons who have filed declarations of candidacy for director does not exceed the number of offices of director to be filled, and that all conditions necessary for the requested appointment have been satisfied.

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 October 17, 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 Director of Emergency Services proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property caused by excessive precipitation and flooding. The Board renewed the local emergency on May 2, 2023, June 20, 2023, and August 15, 2023, and will again consider renewing the local emergency.

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

October 17, 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 was 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.
- Runoff from the snowpack has grossly exceeded the capacity of reservoirs along the Kings River, Kaweah River, Tule River, and Kern Rivers. Prolonged high releases from these reservoirs have flowed into the Tulare Lake since Spring 2023 and continued to flow throughout the summer months.
- These flows have caused severe flooding of the Tulare Lake and other portions of Kings County and have severely stressed 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.
- Tulare Lake is projected to remain flooded for at least a year.
- Flooding continues to place local agriculture, residential communities, 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 crops, permanent crop maintenance, and animal mortality.
- Current estimated damages for Kings County are \$25,000,000.
- Estimated acres damaged is 890,545 with a total estimate loss of \$209,312,010.
- 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. 23-028 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 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;

WHEREAS, Runoff from the snowpack has grossly exceeded the capacity of reservoirs along the Kings River, Kaweah River, Tule River and Kern Rivers and prolonged high releases from these reservoirs have flowed into the Tulare Lake and has continued to flow into the Tulare Lake throughout the summer months;

WHEREAS, these flows have caused additional flooding of the Tulare Lake and other portions of Kings County and have severely stressed the water conveyance infrastructure in Kings County and the region due to erosion caused by high velocities and seepage from elevated water surface levels in the channels;

WHEREAS, flooding continues to place local agriculture, residential communities, 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, 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, subdivision (c).

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 the flooding the County has experienced as a result.
3. Due to such conditions, Kings County has need to continue the local emergency.
4. Resolution No. 23-028 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 17th day of October, 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 17th day of October, 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 October 17, 2023

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Monica Connor

SUBJECT: AGREEMENTS WITH THE UNIVERSITY OF MASSACHUSETTS GLOBAL FOR INTERNSHIP FIELD PLACEMENT FOR EMPLOYEE AND STUDENT INTERNS

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval to renew the internship agreements for employee and student interns with the University of Massachusetts Global, formerly known as Brandman University. These agreements will allow bachelor and master level student interns to gain experience under the close supervision of a field instructor, provided by HSA. Internships are important to provide students with the opportunity to integrate social work theory and practice in real-world settings, and it aids to the recruitment of qualified personnel to HSA.

Recommendation:

- a. Approve the agreement with the University of Massachusetts Global for employee social work program internship placement in the Human Services Agency effective October 17, 2023 through October 16, 2027;
- b. Approve the agreement with the University of Massachusetts Global for non-employee social work program student internship placement in the Human Services Agency effective October 17, 2023 through October 16, 2027.

Fiscal Impact:

There is no impact to the County General Fund. There are no costs to the County or University in relation to the employee and non-employee student internship agreements. HSA will provide site supervision to facilitate the student intern’s learning experience.

(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

AGREEMENTS WITH THE UNIVERSITY OF MASSACHUSETTS GLOBAL FOR INTERNSHIP FIELD PLACEMENT FOR EMPLOYEE AND STUDENT INTERNS

October 17, 2023

Page 2 of 2

BACKGROUND:

On May 9, 2017, the Board approved HSA to enter into an agreement with Brandman University; the agreement allowed bachelor and master level students to intern in the HSA Child Welfare Division. On March 16, 2021, the Board approved to renew the student internship agreement with Brandman University (Agreement Number 18-180.1).

On August 11, 2021, a merger between Brandman University and the University of Massachusetts Global took place. As a result of the merger, the Universities moved forward under the name University of Massachusetts Global. The University of Massachusetts Global is regionally accredited by the Western Association of Schools and Colleges Senior College and University Commission, and is professionally accredited by several credentialing bodies, including the Counsel on Social Work Education.

On June 2, 2023, County Counsel recommended that HSA develop two separate agreements, one for HSA employees who are pursuing their education with the University of Massachusetts Global in social work, and the other for students with no association with the County. The recommendation stemmed from regulations and benefits applied to HSA employees that are not applied to regular student interns as they are not employed by the County.

The anticipated timeframe of each employee and non-employee student social work internship is the full academic year, with interns gaining practicum experience hours. The University of Massachusetts Global requires 400 hours of practicum experience for bachelor level students for one year. Masters level social work students require 400 hours of practicum experience during the first year of internship and 600 hours during the second year of internship.

HSA will be providing an experienced, qualified field instructor to each intern who will provide site supervision and ensure the student intern is gaining experience in accordance with intern's field internship manual. The University of Massachusetts Global will be providing interns with a faculty liaison, training materials and a field manual that outlines all expectations of the student during their internship.

These agreements have been reviewed and approved by County Counsel as to form.

Agreement No. _____

**COUNTY OF KINGS
INTERNSHIP AGREEMENT**

THIS AGREEMENT is made and entered into on _____, 2023 (the “Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“COUNTY”), and University of Massachusetts Global, a California nonprofit corporation (“UNIVERSITY”) (singularly, a “Party,” and collectively the “Parties”.) The defined terms County and HSA (defined below) are used interchangeably in this Agreement.

RECITALS

WHEREAS, the University offers an accredited social services program for a bachelor’s degree in social work and a master’s degree in social work and requires facilities where students can obtain the learning experience required in the curriculum facilities for its students to obtain the learning experience required by UNIVERSITY’S curriculum facilities for its students to obtain the learning experience required by UNIVERSITY’S curriculum; and

WHEREAS, some employees of the County’s Human Services Agency (“HSA”) are enrolled students in UNIVERSITY’S social work program from time to time (“Employee Intern(s)”, UNIVERSITY requires curriculum to obtain practical learning experiences to complete their courses obtain their educational objectives;

WHEREAS, said employees will obtain their practical learning experiences in a separate Child Welfare Program and are paid by County at their regular rates;

WHEREAS, said employees receive no compensation from UNIVERSITY during an Employee Intern’s time participating in UNIVERSITY’S required practical time; and

WHEREAS, County benefits from this collaboration with UNIVERSITY to train and retain employees while they obtain academic credentials

NOW, THEREFORE, the Parties mutually agree as follows:

1. COUNTY’S RESPONSIBILITIES

- 1.1 COUNTY shall identify field supervisor for Employee Interns that will meet with Employee Intern(s) regularly to facilitate the Employee Interns’ learning experience; provide support, review progress on assigned tasks, verify service hours, give feedback and be responsible for the safety and supervision of Employee Intern while on site, complete necessary online trainings and orientation to UNIVERSITY’S Social Work Programs as outlined in **Exhibit B**.
- 1.2 HSA shall provide Employee Interns with opportunities to participate in HSA’s overall social work program as appropriate to the educational level and practice competency of each Employee Intern.
- 1.3 COUNTY shall implement the objectives of UNIVERSITY’S field education programs, which will provide opportunities to reinforce learning from all areas of the social work curriculum.

- 1.4 COUNTY shall provide necessary emergency care or first aid for injuries occurring at COUNTY to a UNIVERSITY participant under this program.
- 1.5 COUNTY shall not allow Employee Interns to act as a replacement for other HSA employees during assigned field hours, nor take the responsibility of or replace qualified staff while interning.
- 1.6 COUNTY will provide an orientation that includes: a site tour; an introduction to staff relevant to the Employee Intern's experiential learning activities; a discussion concerning safety policies and emergency procedures; and information detailing where Employee Intern's check-in and how they log their time.
- 1.7 COUNTY will provide appropriate training, equipment, materials, and work area for Employee Interns prior to Employee Interns performing assigned tasks.
- 1.8 COUNTY will inform Employee Intern if there is a need for a background check, fingerprinting and/or a health screening test; and if yes, obtain the Employee Intern's fingerprints, background check and/or health screening test results; and maintain the confidentiality of any results as required by federal and state law.
- 1.9 COUNTY shall evaluate the Employee Intern if requested by the UNIVERSITY and contact the UNIVERSITY if the Employee Intern fails to perform assigned tasks or engages in misconduct.
- 1.10 COUNTY reserves the right to dismiss an Employee Intern from the program for any reason and shall notify UNIVERSITY of the termination as soon as possible to the UNIVERSITY'S contact listed on the Employee Intern's Learning Agreement.

2. UNIVERSITY'S RESPONSIBILITIES

- 2.1 UNIVERSITY shall provide HSA with objectives, policies, and content of Field Instruction at the undergraduate and graduate levels.
- 2.2 UNIVERSITY shall provide Employee Interns with a curriculum of social work knowledge, values, and skills to assure Employee Interns perform within the normative parameters of professional social work competence.
- 2.3 UNIVERSITY shall, as needed, provide consultation, information, and training materials to field instructors and other appropriate staff of HSA regarding the development of HSA's field instruction programs.
- 2.4 UNIVERSITY shall involve the HSA in decisions regarding Employee Intern placements; and accept HSA's judgment as to the final acceptance of individual Employee Interns.
- 2.5 UNIVERSITY shall carry final responsibility for the administration of the field instruction program, including decisions, which affect the progress of the Employee Intern, such as grades, credits, and field instruction hours in the HSA.

- 2.6 UNIVERSITY shall provide a designated member of the faculty to serve as “Faculty Liaison” for each Employee Intern placement. The Faculty Liaison will respond in a timely manner to any concern regarding the Employee Intern’s learning experience.
- 2.7 UNIVERSITY shall provide guidelines to Employee Interns for completing field placement defining Employee Intern educational objectives and field learning experiences and work cooperatively with the Employee Interns and HSA in the development of these learning experiences.
- 2.8 UNIVERSITY shall provide ongoing education for field Employee Interns and monitoring of their work in order to facilitate their adherence to the National Association of Social Worker’s Code of Ethics.
- 2.9 UNIVERSITY shall inform all Employee Interns participating under this Agreement that they must adhere to all policies, procedures, and standards established by HSA.
- 2.10 UNIVERSITY shall file with the appropriate department a statement or certificate that UNIVERSITY is adequately self-insured for general liability that may arise out of its performance under this agreement.

3. RESERVATIONS OF RIGHTS WITH RESPECT TO PLACEMENT OF EMPLOYEE INTERNS

UNIVERSITY reserves the right to withhold placement of Employee Interns depending on the number of Employee Interns, who require field practicum placements, the educational needs of Employee Interns, and the availability of COUNTY facilities and personnel to provide a satisfactory field placement experience

4. GENERAL PROVISIONS

- 4.1 This Agreement commences on the Effective Date and terminates five (5) years thereafter, unless terminated by either Party after giving the other party 30 days written notice of the intent to terminate. If the COUNTY terminates this Agreement, it will permit any Employee Intern working at the Learning Site at the time of termination to complete his or her work. At the five (5) year termination date, the Parties may extend this Agreement after once it has been reviewed, updated as applicable, and executed by the Parties.
- 4.2 Employee Interns participating in a learning activities at the COUNTY are considered trainees, and are not officers, employees, agents or volunteers of the UNIVERSITY.
- 4.2 Nothing contained in this Agreement confers on either Party the right to use the other Party’s name without prior written permission, or constitutes an endorsement of any commercial product or service by the UNIVERSITY.
- 4.3 This Agreement may not be altered unless both Parties agree in writing. The Parties shall follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment. Additionally, this Agreement is not legal and binding upon any of the Parties concerned until signed on behalf of the Trustees by the UNIVERSITY, and the COUNTY.

5. COMPENSATION

Neither Party to this Agreement shall be obligated to pay any monetary compensation to the other Party.

6. UNIVERSITY INSURANCE AND INDEMNIFICATION

6.1 UNIVERSITY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by UNIVERSITY's Employee Interns, interns under this Agreement, employees or agents. Coverage under such professional and commercial general liability insurance shall be not less than Two Million Dollars (\$2,000,000) for each occurrence and Five Million Dollars (\$5,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. UNIVERSITY shall maintain and provide evidence of workers' compensation and disability coverage as required by law for UNIVERSITY's employees or agents only. UNIVERSITY shall provide COUNTY with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days' notice of cancellation to COUNTY. UNIVERSITY shall promptly notify COUNTY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

6.2 UNIVERSITY shall ensure that each Employee Intern in the Program procures and maintains in force during the term of this Agreement, at the Employee Intern's sole cost and expense, professional liability insurance in amounts reasonable necessary to protect the Employee Intern against liability arising from any and all negligent acts or incidents caused by the Employee Intern. Coverage under such professional liability insurance shall be not less than Two Million Dollars (\$2,000,000) for each occurrence and Five Million Dollars (\$5,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. UNIVERSITY shall require each Employee Intern interning with the COUNTY to present evidence of his or her professional liability coverage to COUNTY. UNIVERSITY shall also require Employee Interns to carry their own health insurance.

6.3 UNIVERSITY, upon the execution of this Agreement, shall furnish COUNTY with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to COUNTY of any cancellation of the above coverage.

6.4 UNIVERSITY shall indemnify, defend and hold harmless COUNTY and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from UNIVERSITY's negligence in proportion to the UNIVERSITY's comparative fault.

7. COUNTY INSURANCE AND INDEMNIFICATION

7.1 COUNTY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by COUNTY's employees or agents. Coverage under such professional and commercial general liability insurance shall be not less than Two Million Dollars (\$2,000,000) for each occurrence and Five Million Dollars (\$5,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. COUNTY shall maintain and provide evidence of workers'

compensation and disability coverage as required by law for COUNTY's employees or agents. COUNTY shall provide UNIVERSITY with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days' notice of cancellation to UNIVERSITY. COUNTY shall promptly notify UNIVERSITY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party except that if the UNIVERSITY terminates this Agreement.

Should no funds or insufficient funds be appropriated for this Agreement, either Party may terminate this Agreement immediately upon written notice to the other Party.

9. COMPLIANCE WITH LAW

The Parties 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.

10. CONFIDENTIALITY

UNIVERSITY shall require Employee Interns to maintain the confidentiality of client information obtained during the field practicum experience at the COUNTY. All information obtained from clients, their records, or computerized data is to be held in confidence, and no copies of client records shall be made unless identifying information is first deleted and COUNTY permission is obtained. UNIVERSITY shall prohibit Employee Interns and supervising faculty members from identifying patients in papers, reports, or case studies without first obtaining permission of the COUNTY and the client, utilizing the confidentiality policies and procedures of the COUNTY. The Parties shall abide by the Health Insurance Portability and Accountability Act (HIPAA) as applicable and follow confidentiality requirements of 42 CRF Part 2 and other applicable requirements, and to consult and cooperate with one another to assure appropriate and consistent handling of confidential data.

11. NONDISCRIMINATION

The COUNTY and the UNIVERSITY shall not discriminate against a beneficiary of services provided by the COUNTY in the performance of this Agreement or against any individual on the basis of age, sex, race, color, religious belief, national origin, or physical handicap (See Exhibit A).

12. STATUS OF UNIVERSITY AND COUNTY

The Parties expressly understand and agree that the Employee Interns enrolled in the Program are in attendance for educational purposes, and such Employee Interns are not considered employees of UNIVERSITY for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance.

13. NON-ASSIGNMENT AND SUBCONTRACTING

The Parties shall not assign this Agreement without the written approval of the other Party. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreement, oral and written relating hereto.

14. NOTICES

Any written notice given under this Agreement shall be sent by registered mail to each of the addresses below:

Kings County Human Services Agency
1400 West Lacey Blvd. Building#8
Hanford CA 93230

University of Massachusetts Global
Attn: School of Arts and Sciences, Contracts
16355 Laguna Canyon Road
Irvine CA 926618

15. CHOICE OF LAW

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

16. 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 constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

17. ADA COMPLIANCE

UNIVERSITY 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.

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

19. UNFORESEEN CIRCUMSTANCES

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

13. CONFLICT OF INTEREST

UNIVERSITY warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. UNIVERSITY shall not employ, nor retain any such person during the term of this Agreement. UNIVERSITY is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. UNIVERSITY has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

20. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Civil Code section 1654 has no application to the construction of the Agreement.

21. ELECTRONIC SIGNATURES; COUNTERPARTS

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

22. AUTHORITY

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

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

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

SIGNATURES ON FOLLOWING PAGES

COUNTY OF KINGS

UNIVERSITY OF MASSACHUSETTS GLOBAL

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

DocuSigned by:
By: Phillip L. Doolittle
26B50DE89A5D42D...
Phillip L. Doolittle, Executive Vice
Chancellor of Finance & Admin/CFO

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO INSURANCE

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

APPROVED AS TO FORM

Diane Freeman, County Counsel
Cindy Crose Kliever
By: 40EEBBA45D223D6ED0E56156269F917 readysign
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Assurance of Compliance with County – Non Discrimination
- Exhibit B:** Qualifications of Supervisors for the BASW and the MSW
- Exhibit C:** ADA Grievance

Exhibit A

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

ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

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

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

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

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

Exhibit B

Qualifications of Supervisors for the BASW and the MSW are as follows:

Supervision Criteria BSW

BASW Employee Interns are supervised by HSA Supervisors designated by HSA and approved by UNIVERSITY'S Social Work Program. HSA supervisors are committed to providing an ethical and rich learning environment which promotes the development of professional social work practice behaviors in each Employee Intern. The following sets forth the criteria for HSA's Supervisors:

- A bachelors or masters of social work is highly preferred for supervision and is the primary level sought for supervision of BSW Employee Interns.
- If the HSA is unable to provide a BSW or MSW supervisor, an experienced worker with at least five (5) years of experience and that obtained a bachelors or master level degree in Human Services, Marriage and Family Therapist, MS Counseling, MS in School Counseling or MS in another Behavioral Health category (or certified drug addiction counselor specifically in recovery agencies) will be considered for substitution.
- Daily supervision can be provided by an experienced worker with a minimum of a BSW or equivalent (e.g., any worker with a human services or behavior health bachelors level degree or greater, plus two years of experience will be considered to provide site supervision of an Employee Intern.
- In cases where HSA can provide excellent social work activities and practice opportunities but has no social work staff (MSW or BSW), UNIVERSITY'S Faculty Field Liaison will be assigned as an additional supervisor. UNIVERSITY'S Faculty Field Liaisons all have MSWs and are licensed social work professionals and seminar instructors. The Faculty Field Liaisons will provide the required social work practice perspective to the Employee Intern's overall practicum experience in bi-weekly conferences each month with the Employee Intern.

Supervision Criteria MSW

MSW Employee Interns are supervised by HSA Supervisors designated by HSA and approved by UNIVERSITY'S Social Work Program. HSA supervisors are committed to providing an ethical and rich learning environment which promotes the development of professional social work practice behaviors in each Employee Intern. The following sets forth HSA's Supervisor criteria:

- A masters degree in social work is required for supervision and is the primary level sought for supervision of MSW Employee Interns.
- If the HSA is unable to provide a BSW or MSW supervisor, an experienced worker with at least five (5) years of experience and that obtained a bachelors or master level degree in Human Services, Marriage and Family Therapist, MS Counseling, MS in School Counseling or MS in another Behavioral Health category (or certified drug addiction counselor specifically in recovery agencies) will be considered for substitution..

- An experienced worker with a minimum of a MSW or equivalent and at least two (2) years of experience with HSA can provide daily supervision.
- In cases where HSA can provide excellent social work activities and practice opportunities but has no social work staff (MSW or BSW), UNIVERSITY'S Faculty Field Liaison will be assigned as an additional supervisor. UNIVERSITY'S Faculty Field Liaisons all have MSWs and are licensed social work professionals and seminar instructors. The Faculty Field Liaisons will provide the required social work practice perspective to the Employee Intern's overall practicum experience in bi-weekly conferences each month with the Employee Intern.

Exhibit CCounty of Kings2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

**COUNTY OF KINGS
INTERNSHIP AGREEMENT
UMASS Global University, Department of Social Work Education**

THIS AGREEMENT is made and entered into on _____, 2023, (the “Effective Date”) between the County of Kings, a political subdivision of the State of California, hereinafter called the “Agency” and University of Massachusetts Global, a California nonprofit corporation thereafter called the “University” and collectively the “Parties”.

RECITALS

WHEREAS, the University provides an accredited social services program for a Bachelor’s in Social Work and a Master’s in Social Work and requires facilities where students can obtain the learning experience required in the curriculum; and

WHEREAS, the County Human Services Agency (“Agency”) has the facilities suitable for providing the required practical learning experience and is ready, willing, able, and qualified to provide such services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. AGENCY SHALL:

- 1.1 The AGENCY shall Identify a student’s field supervisor, who agrees to meet with the student regularly to facilitate the student’s learning experience; provide support, review progress on assigned tasks, verify service hours, give feedback and be responsible for the safety and supervision of student while on site, complete necessary online trainings and orientation to Universities Social Work Programs as outlined in Exhibit B.
- 1.2 The AGENCY shall provide students with opportunities to participate in the overall Agency social work program as appropriate to the educational level and practice competency of the student.
- 1.3 The AGENCY shall implement the objectives of University’s field education programs, which will provide opportunities to reinforce learning from all areas of the social work curriculum.
- 1.4 The AGENCY shall provide necessary emergency care or first aid for injuries occurring at AGENCY to a UNIVERSITY participant under this program and, except as herein provided, AGENCY will have no further obligation to furnish medical or surgical care to any student.
- 1.5 The AGENCY shall verify that a student will not act in the capacity of an employee during assigned field hours and may not take the responsibility or place of qualified staff while interning.
- 1.6 The AGENCY will provide an orientation that includes: a site tour; an introduction to staff relevant to the student’s experiential learning activities; a discussion concerning safety policies and emergency procedures; and information detailing where student’s check-in and how they log their time.
- 1.7 The AGENCY will provide appropriate training, equipment, materials, and work area for students prior to students performing assigned tasks.

- 1.8 The AGENCY will inform student if there is a need for a background check, fingerprinting and/or a health screening test; and if yes, obtain the student's fingerprints, background check and/or health screening test results; and maintain the confidentiality of any results as required by federal and state law.
- 1.9 The AGENCY reserves the right, exercisable in its discretion after consultation with the UNIVERSITY, to exclude any student from its premises in the event that such Student's conduct or state of health is deemed objectionable or detrimental to the proper administration of the AGENCY.
- 1.10 The AGENCY shall evaluate the student if requested by the UNIVERSITY and contact the UNIVERSITY if the student fails to perform assigned tasks or engages in misconduct.
- 1.11 The AGENCY reserves the right to dismiss a student for any reason. The Agency shall provide notification of the termination as soon as possible to the Universities contact listed on the student's Learning Agreement.

2. UNIVERSITY SHALL

- 2.1 The UNIVERSITY shall, provide Agency with objectives, policies, and content of Field Instruction at the undergraduate and graduate levels.
- 2.2 The UNIVERSITY shall provide students with a curriculum of social work knowledge, values, and skills to assure students perform within the normative parameters of professional social work competence.
- 2.3 The UNIVERSITY shall as need, provide consultation, information, and training materials to field instructors and other appropriate staff of the Agency regarding the development of Agency's field instruction programs.
- 2.4 The UNIVERSITY shall involve the Agency in decisions regarding student placements; and accept the Agency's judgment as to the final acceptance of individual students.
- 2.5 The UNIVERSITY shall carry final responsibility for the administration of the field instruction program, including decisions, which affect the progress of the student, such as grades, credits, and field instruction hours in the Agency.
- 2.6 The UNIVERSITY shall provide a designated member of the faculty to serve as Faculty Liaison for each student placement. This person will respond in a timely manner to any concern regarding the student's learning experience.
- 2.7 The UNIVERSITY shall provide guidelines to students for completing field placement defining student educational objectives and field learning experiences and work cooperatively with the students and Agency in the development of these learning experiences.
- 2.8 The UNIVERSITY shall provide ongoing education for field students and monitoring of their work in order to facilitate their adherence to NASW's Code of Ethics.
- 2.9 The UNIVERSITY shall inform all students participating under this agreement that they must adhere to all policies, procedures, and standards established by Agency

2.10 The UNIVERSITY shall file with the appropriate department a statement or certificate that UNIVERSITY is adequately self-insured for general liability that may arise out of its performance under this agreement.

3. RESERVATIONS OF RIGHTS WITH RESPECT TO PLACEMENT OF STUDENTS

The UNIVERSITY reserves the right to withhold placement of students depending on the number of students, who require field practicum placements, the educational needs of students, and the availability of AGENCY facilities and personnel to provide a satisfactory field placement experience

4. GENERAL PROVISIONS

4.1 This Agreement commences on the Effective Date and terminates five (5) years thereafter, unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the AGENCY terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete his or her work. At the 5-year termination date, the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

4.2 Students participating in a learning activities at the AGENCY are considered trainees, and are not officers, employees, agents or volunteers of the University or the Learning Site. (For paid internships only, students may be eligible for Workers Compensation, benefits and/or compensation of other types which would be the responsibility of the Learning Site to determine and provide as required by law).

4.2 Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University

4.3 As trainees, and solely for the purposes provided in this section, the students and instructors shall be considered member of the Learning Site "workforce" as defined by the HIPAA regulations of 45 CFR Section 160.103, and shall be subject to Learning Site's policies protecting the confidentiality of personal health information, as well as any other confidential information that may arise out of performance of this agreement. AGENCY shall provide the students with substantially the same training that it provides to its employees for such purposes.

4.4 This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment. Additionally, this agreement is not legal and binding upon any of the parties concerned until signed on behalf of the Trustees by the University, and the Learning Site.

5. COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other.

6. UNIVERSITY INSURANCE AND INDEMNIFICATION

6.1 The UNIVERSITY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability

arising from any and all negligent acts or incidents caused by UNIVERSITY's employees or agents. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. UNIVERSITY shall maintain and provide evidence of workers' compensation and disability coverage as required by law for UNIVERSITY's employees or agents only. UNIVERSITY shall provide AGENCY with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days' notice of cancellation to AGENCY. UNIVERSITY shall promptly notify AGENCY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

- 6.2 The UNIVERSITY shall ensure that each student in the Program procures and maintains in force during the term of this Agreement, at the student's sole cost and expense, professional liability insurance in amounts reasonable necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. UNIVERSITY shall require each student in the Program to present evidence of his or her professional liability coverage to Agency. UNIVERSITY shall also require students to carry their own health insurance.
- 6.3 The UNIVERSITY, upon the execution of this Agreement, shall furnish AGENCY with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to AGENCY of any cancellation of the above coverage.
- 6.4 The UNIVERSITY agrees to indemnify, defend and hold harmless AGENCY and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from UNIVERSITY's sole negligence, or in proportion to the UNIVERSITY's comparative fault.
- 6.5 UNIVERSITY agrees to provide the Agency with a waiver of subrogation's right against the County of Kings.

7. AGENCY INSURANCE AND INDEMNIFICATION

- 7.1 The AGENCY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by AGENCY's employees or agents. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. AGENCY shall maintain and provide evidence of workers' compensation and disability coverage as required by law for AGENCY's employees or agents. AGENCY shall provide UNIVERSITY with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days' notice of cancellation to UNIVERSITY. AGENCY shall promptly notify UNIVERSITY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

7.2 The AGENCY agrees to indemnify, defend, and hold harmless UNIVERSITY and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of or resulting from AGENCY's sole negligence, or in proportion to the AGENCY's comparative fault.

8. TERMINATION

This Agreement will be effective on a continuing basis unless otherwise stipulated in writing and signed in advance of the effective date by both parties. Either party may terminate this Agreement upon forty-five (45) days written notice to the other party except that if the UNIVERSITY terminates the Agreement based on lack of funding, the forty-five (45) day notice requirement shall not apply.

9. DRUG-FREE WORKPLACE CERTIFICATION

The AGENCY certifies under penalty of perjury under the laws of the State of California that the AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.

10. CONFIDENTIALITY

The UNIVERSITY will require students to maintain the confidentiality of client information obtained during the field practicum experience at the AGENCY. All information obtained from clients, their records, or computerized data is to be held in confidence, and no copies of client records shall be made unless identifying information is first deleted and AGENCY permission is obtained. The UNIVERSITY shall prohibit students and supervising faculty members from identifying patients in papers, reports, or case studies without first obtaining permission of the AGENCY and the client, utilizing the confidentiality policies and procedures of the AGENCY. The parties hereto agree to abide by the Health Insurance Portability and Accountability Act (HIPAA) as applicable and follow confidentiality requirements of 42 CFR Part 2 and other applicable requirements, and to consult and cooperate with one another to assure appropriate and consistent handling of confidential data.

11. NONDISCRIMINATION

The AGENCY and the UNIVERSITY agree that neither will discriminate against a beneficiary of services provided by the AGENCY in the performance of this Agreement or against any individual on the basis of age, sex, race, color, religious belief, national origin, or physical handicap (See Exhibit A).

12. STATUS OF UNIVERSITY AND AGENCY

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either Agency or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of Agency's "workforce" for purposes of HIPAA compliance.

././

13. NON-ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by a party without the written approval of the other party. This Agreement shall constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreement, oral and written relating hereto.

14. NOTICES

Any written notice given under this agreement shall be sent by registered mail to each of the addresses below:

Kings County Human Services Agency
1400 West Lacey Blvd. Building#8
Hanford CA 93230

UMass Global
Attn: School of Arts and Sciences, Contracts
16355 Laguna Canyon Road
Irvine CA 926618

15. CHOICE OF LAW

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

16. 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 constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

17. ADA COMPLIANCE

UNIVERSITY 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.

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

19. UNFORESEEN CIRCUMSTANCES

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

13. CONFLICT OF INTEREST

UNIVERSITY warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest. UNIVERSITY shall not employ, nor retain any such person during the term of this Agreement. UNIVERSITY is not relieved from personal responsibility under this Section 13 by their associates and employees rendering services. UNIVERSITY has an affirmative duty to and shall disclose the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

20. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Civil Code section 1654 has no application to the construction of the Agreement.

21. ELECTRONIC SIGNATURES; COUNTERPARTS

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

22. AUTHORITY

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

SIGNATURES ON FOLLOWING PAGES

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

COUNTY OF KINGS

UNIVERSITY OF MASSACHUSETTS GLOBAL

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

DocuSigned by:
By: Phillip L. Doolittle 8/1/2023
76B50DE89A5D42P
Phillip L. Doolittle, Executive Vice
Chancellor of Finance & Admin/CFO

ATTEST:

Catherine Venturella, Clerk to the Board

APPROVED AS TO INSURANCE

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

APPROVED AS TO FORM

Diane Freeman, County Counsel
Cindy Crose Kliever
By: 40EEBBA437D223D6ED0E56156269F917 readysign
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Assurance of Compliance with County – Non Discrimination
- Exhibit B:** Qualifications of Supervisors for the BASW and the MSW
- Exhibit C:** ADA Grievance

Exhibit A

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

ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

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

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

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

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

Exhibit B

Qualifications of Supervisors for the BASW and the MSW are as follows:

Supervision Criteria BSW

BASW Employee Interns are supervised by HSA Supervisors designated by HSA and approved by UNIVERSITY'S Social Work Program. HSA supervisors are committed to providing an ethical and rich learning environment which promotes the development of professional social work practice behaviors in each Employee Intern. The following sets forth the criteria for HSA's Supervisors:

- A bachelors or masters of social work is highly preferred for supervision and is the primary level sought for supervision of BSW Employee Interns.
- If the HSA is unable to provide a BSW or MSW supervisor, an experienced worker with at least five (5) years of experience and that obtained a bachelors or master level degree in Human Services, Marriage and Family Therapist, MS Counseling, MS in School Counseling or MS in another Behavioral Health category (or certified drug addiction counselor specifically in recovery agencies) will be considered for substitution.
- Daily supervision can be provided by an experienced worker with a minimum of a BSW or equivalent (e.g., any worker with a human services or behavior health bachelors level degree or greater, plus two years of experience will be considered to provide site supervision of an Employee Intern.
- In cases where HSA can provide excellent social work activities and practice opportunities but has no social work staff (MSW or BSW), UNIVERSITY'S Faculty Field Liaison will be assigned as an additional supervisor. UNIVERSITY'S Faculty Field Liaisons all have MSWs and are licensed social work professionals and seminar instructors. The Faculty Field Liaisons will provide the required social work practice perspective to the Employee Intern's overall practicum experience in bi-weekly conferences each month with the Employee Intern.

Supervision Criteria MSW

MSW Employee Interns are supervised by HSA Supervisors designated by HSA and approved by UNIVERSITY'S Social Work Program. HSA supervisors are committed to providing an ethical and rich learning environment which promotes the development of professional social work practice behaviors in each Employee Intern. The following sets forth HSA's Supervisor criteria:

- A masters degree in social work is required for supervision and is the primary level sought for supervision of MSW Employee Interns.
- If the HSA is unable to provide a BSW or MSW supervisor, an experienced worker with at least five (5) years of experience and that obtained a bachelors or master level degree in Human Services, Marriage and Family Therapist, MS Counseling, MS in School Counseling or MS in another Behavioral Health category (or certified drug addiction counselor specifically in recovery agencies) will be considered for substitution..

- An experienced worker with a minimum of a MSW or equivalent and at least two (2) years of experience with HSA can provide daily supervision.
- In cases where HSA can provide excellent social work activities and practice opportunities but has no social work staff (MSW or BSW), UNIVERSITY'S Faculty Field Liaison will be assigned as an additional supervisor. UNIVERSITY'S Faculty Field Liaisons all have MSWs and are licensed social work professionals and seminar instructors. The Faculty Field Liaisons will provide the required social work practice perspective to the Employee Intern's overall practicum experience in bi-weekly conferences each month with the Employee Intern.

Exhibit CCounty of Kings2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 17, 2023

SUBMITTED BY: Information Technology – John Devlin
Finance – Erik Urena

SUBJECT: CHANGE REQUEST TO CHERRYROAD CONTRACT

SUMMARY:

Overview:

Kings County has a Master Services Agreement with CherryRoad Technologies for support of the PeopleSoft system, executed by the Board of Supervisors on May 10, 2016. Original agreement number is 16-034.1. The Master Services Agreement was renegotiated on June 22, 2021, agreement number 21-066. This request is to approve a change request to the associated Statement of Work.

Recommendation:

Approve the first amendment for technical support with CherryRoad Technologies effective October 17, 2023.

Fiscal Impact:

The monthly billable hours will go from 75 hours to 100 hours. This amendment will result in annual increase of \$49,500. The funding is included in the Department of Finance Fiscal Year 2023-24 adopted budget in budget unit 121000.

BACKGROUND:

The original Statement of Work included 150 hours of PeopleSoft support per month. Due to budget constraints, the PeopleSoft Governance Committee consisting of representatives from Human Resources, Administration, Human Services, Finance, and Information Technology agreed to reduce the demand for support hours on August 27, 2019, to 75 hours per month. The County's usage of support hours from CherryRoad has increased to where an increase of 25 hours per month is warranted, for a total of 100 hours per month. In addition, the hourly rate for the work is going up from \$125 per hour to \$135 per hour. This rate has been \$125 per hour since 2017. The change request has been reviewed and approved by County Counsel.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**FIRST AMENDMENT TO MASTER SERVICES AGREEMENT BETWEEN
COUNTY OF KINGS AND CHERRYROAD TECHNOLOGIES, INC.**

This first amendment (“Amendment I”) to that Master Services Agreement made and entered into on June 22, 2021, identified as Kings County Agreement No. 21-066 (“MSA”) is made on this the ___ day of October, 2023, by and between the County of Kings (“Client”) and CherryRoad Technologies Inc. (“Consultant”) upon the following terms and conditions:

RECITALS

WHEREAS, Client and Consultant entered into that MSA regarding managed application support services for the PeopleSoft system; and

NOW, THEREFORE, the parties agree as follows:

1. Exhibit A to the MSA shall be replaced with Revised Exhibit A attached hereto and incorporated herein as though fully set forth. Any reference throughout the MSA or its Exhibits to “Exhibit A” shall be replaced with “Revised Exhibit A”.
2. All other terms and conditions of the MSA shall remain in full force and effect.
3. The recitals are integral to and incorporated into this Amendment I.

IN WITNESS WHEREOF, the parties have caused this Amendment I to be executed on the date first written above.

CLIENT

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

CONSULTANT

By: 
Cherry Road Technologies Inc.
Stephen Lange, President & COO


ATTEST

By: _____
Catherine Venturella, Clerk

RISK MANAGEMENT APPROVED
AS TO INSURANCE

By:  09/27/2023
Sarah Poots, Risk Manager

APPROVED AS TO FORM:

By: 
Diane Freeman, County Counsel



CherryRoad[®]
technologies



Revised Exhibit A, Statement of Work (“SOW”)

for

County of Kings, CA

Managed Services Support

July 2023



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 Pricing Terms 15



Support Services

The County of Kings, California (“the County”) requires assistance to support and maintain it’s Enterprise Resource Planning System (ERP System) which includes all components required to operate the ERP system including, but not limited to: hardware; software; and custom-written programs and interfaces.

This Scope of Work (“SOW”) includes any work required to support the ERP System including, but not limited to: on-site analytical and technical support; 24x7 active monitoring; support for architectural, design, integration, and operational issues; support on application usage, problem determination and resolution; data interface issues with other applications; patching; upgrades; maintenance of Oracle instances; documentation; knowledge transfer; design and development; infrastructure support; DBA support; hosting; and related services.

Services

CherryRoad Technologies Inc. (“CherryRoad”) will perform the Applications Support services identified below on the existing PeopleSoft Human Capital Management (“HCM”) system and associated platform. The services that will be provided by CherryRoad under terms of this SOW include but are not limited to:

- **Help Desk Services:** CherryRoad will provide Level 2 – 4 Help Desk services, which include break/fix support of the PeopleSoft HCM system. This includes:
 - **Case Management:** CherryRoad Support Analyst(s) will update ticket details using an Issue Tracking Case Management tool. The Managed Services Center will also participate in weekly meetings to discuss open tickets.
 - **Production Support (i.e. Break/Fix):** CherryRoad is providing Level 2 – 4 Help Desk services, which includes break/fix support of the production PeopleSoft HCM system.
 - The County will identify the individual(s) that have the authority to authorize the use of support hours.
 - The County will work with the CherryRoad Service Delivery Manager to prioritize support incidents.
 - Open issues will be reviewed between CherryRoad and the County on a weekly basis as agreed upon during the setup period.
 - Site-to-Site VPN access will be utilized. The County will provide all necessary system access.
 - CherryRoad will provide documentation consistent with existing process.
 - The County will participate in the development of solutions.
 - CherryRoad’s Managed Services Center staff will be available during County business hours. Any issues that need to be addressed outside of the agreed upon support window will have to be addressed by the County support team.
 - Production Support includes but is not limited to:
 - Complete analysis of the application problem(s).
 - Provide recommended solutions.
 - Work with County staff to develop solution.
 - Unit Testing of the solution.
 - Assistance with User Testing.
 - Full ticket life cycle support through analysis, development, and testing.

See Help Desk Approach section for more detail.



- **Application Development:** CherryRoad can provide new development, new functionality, and/or new requirements to existing functionality.
 - The County will identify the individual(s) that have the authority to authorize the use of development hours.
 - The County will work with the CherryRoad Service Delivery Manager to prioritize incidents that are new development, as well as authorize the hours.
 - The CherryRoad Service Delivery Manager will provide development estimated hours to the County for each Development Request to be approved. Estimated development hours will include functional/technical design, development, and unit testing as well as documentation.
 - The County will work with the CherryRoad Service Delivery Manager to prioritize development incidents.
 - The County will participate in the development of solutions.
 - Site-to-Site VPN access will be utilized. The County will provide all necessary system access.
 - Application Development includes but is not limited to:
 - Query builds
 - Report generation
 - New development

See Application Development Approach section for more detail.

Note: CherryRoad will monitor the number of tickets and associated hours worked and communicate with the County manager as the agreed upon budget nears the limit.

- **Platform:** Reports and queries, managing break/fix support requests for the implemented PeopleSoft modules, working to improve and streamline workflows, monitor the health and status of the PeopleSoft system, and other work as needed.
- **Project Based Work:** CherryRoad will work with the County to prioritize and implement Project Based Work.

CherryRoad Support Team

CherryRoad will provide a strong support team that will deliver superior results to the County. The following are the roles and responsibilities related to the services outlined.

Service Delivery Manager

The Service Delivery Manager works directly with the County in providing analysis of tools and application updates, action plans, and overall client scheduling.

- The Service Delivery Manager acts as the escalation point for any issues the County feels needs to be escalated.
- Once a year, the Service Delivery Manager will report on how the County has utilized the services and whether services should be adjusted.
- The Service Delivery Manager has overall responsibility for the delivery and overall customer satisfaction.



Functional Consultants

CherryRoad Functional Consultants will field PeopleSoft related calls that come to the Managed Services Center. These resources will possess knowledge of the application and will execute on the following activities:

- Communicate with County users to fully understand the problem.
- Enter and update the case in CherryRoad's case management system.
- Evaluate and analyze the problem/issue.
- Work with County user to implement and test the resolution.
- Work with CherryRoad technical resources as needed to analyze and develop resolutions to issues.
- Follow existing County migration polices working with the County support team for any resolution that impacts production.
- Close out cases in CherryRoad's case management system.

Technical Consultants

CherryRoad Technical Consultants will field PeopleSoft related calls that come to the Managed Services Center. These resources will possess knowledge of the application and will execute on the following activities:

- Enter and update the case in CherryRoad's case management system.
- Work with CherryRoad functional resources to evaluate and analyze the problem/issue.
- Work with County user to implement and test the resolution.
- Work with County technical resources as needed to analyze and develop resolutions to issues.
- Complete development as needed as part of break/fix support.
- Follow existing County migration polices working with the County support team for any resolution that impacts production.
- Close out cases in CherryRoad's case management system.

System Administrators

The System Administrator(s) will have knowledge to assist with overall performance and maintenance of the hardware for the PeopleSoft applications. This includes all servers, network, storage, switches, firewalls, and all other components supporting the applications. In addition, the System Administrator will provide relief for the Database Administrator in situations where the DBA is not available.

Database Administrators

The Database Administrator(s) will have knowledge in the various database environments required for the PeopleSoft applications. The Database Administrator (DBA) has expertise in migrating data from one database environment to another and for maintaining security for each database as well as the ability to create and administer all database instances, validate database scripts (tablespaces, extents, etc.), perform periodic backup and recovery on demand (databases as well as individual tables), maintain optimal database performance, including systematic evaluation of indexing, statistics, etc., administer database security, maintain database connectivity between databases, provide 2-tier connectivity to clients as required, assist network administrator with server administration and tuning,



develop production polices on backup and recovery, server failover, shared storage allocation, and other database-related tasks.



Communication with the CherryRoad Managed Services Center

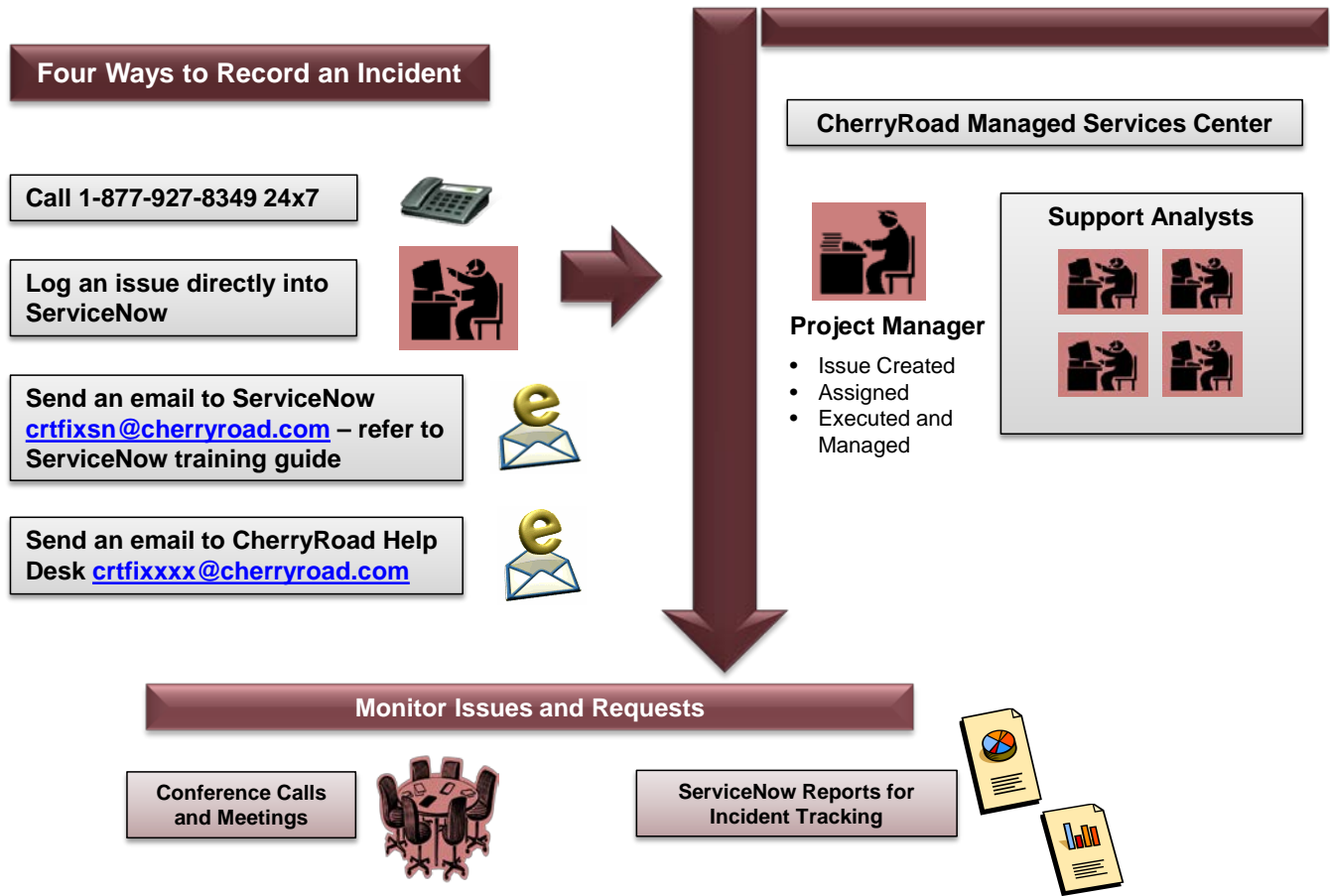
There are various methods for reporting an issue to CherryRoad Managed Services Center. The following provides details for each of these methods.

Item	Description
Ticketing System	The County will have access to enter incidents directly into ServiceNow.
877 Help Desk Phone Number	The County can call a toll-free 877 number to funnel and route calls. An operator will route calls to a specific resource and they will open a ServiceNow incident.
crtfixsn@cherryroad.com	The County can send an email directly to the ServiceNow email account, which will create a ServiceNow Incident.
crtfixxxx@cherryroad.com	The County can send an email to a dedicated email address that was created for them and the Help Desk agent will create a ServiceNow incident.

The following diagram depicts the various methods that the County can use to request services (reporting an incident or requesting resources for planned activities) from the Managed Services Center and the position of the Service Delivery Manager and/or appropriate resource, who assigns the work to the Managed Services Center team member. Clients and Management utilize data maintained in the ServiceNow Help Desk system, as well as other client specific worksheets, to monitor the progress of requests as well as the general status of a Managed Services Center project.



Managed Services Center



When reporting an incident to the Managed Service Center, the following assumptions will apply.

- The County will provide which development request the issue is related to when reporting the issue.
- The County will provide screen shots (with enough details) to explain issue details.
- The County is responsible for providing documentation of approved specification along with the defect.
- Documentation will highlight the portion of specification the County feels is defective.
- The County will identify the individuals that have authority to authorize escalation of an issue



Escalation Process

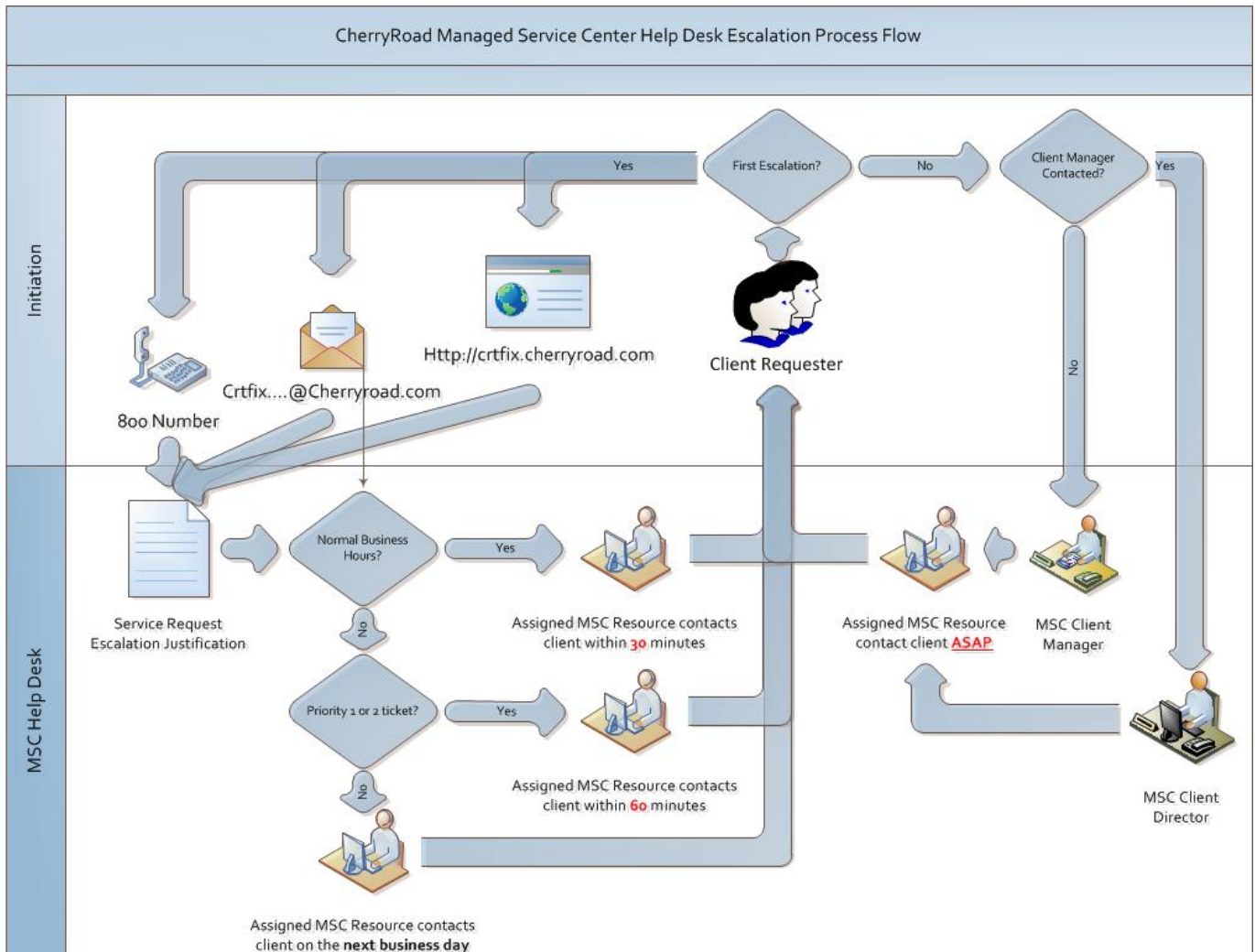
Sometimes a given incident may require a higher level of attention, even though the impact may not be as severe as outlined above. There are many reasons this may occur including time constraints, frequency of occurrence, or other potential risks associated with the problem. On these rare occasions, the County is recommended to follow the same escalation procedures as outlined below to communicate the exceptional urgency and expected response time while priority of the request remains unchanged.

To Escalate a Help Desk Ticket:

1. Update the Service Request ("SR") by providing an explanation as to why the SR is being escalated and any new or different business impacts associated with it.
2. Call CherryRoad Help Desk and communicate the request to escalate the SR.
3. The assigned resource or other analyst or technician will contact the person escalating the SR within 30 minutes during normal business hours. After normal business hours, a response will be provided within 60 minutes for priority 1 or priority 2 incidents only. Other priorities will be acted upon on the following business day.
4. If progress or the resolution timeframe is still unsatisfactory, the County may escalate to the Service Delivery Manager. This level of escalation brings heightened attention and awareness of the problem to additional resources.
5. Again, if progress or the resolution timeframe is still unsatisfactory, the County POC may escalate to the CherryRoad Director. This level of escalation brings the highest level of attention and awareness of the problem and should only be used in the most urgent cases.



Escalation Procedure Diagram



Management Reporting

On a weekly basis, CherryRoad will provide the County a summary of open Help Desk Tickets, resolved Help Desk Tickets, and the status of any tasks being scheduled or performed. Upon initiation of service, a weekly meeting will be scheduled to review this Help Desk Tickets summary.

On a monthly basis, CherryRoad will provide an overall status report providing performance statistics and trends to discuss with the County and to determine if recurring issues can be resolved by training or changes to the system. This report will be provided within one week following the end of each reporting period. The report will consist of the following information in a format agreed to by both parties:

- For each priority level, the number of new Help Desk tickets opened, number of Help Desk tickets closed, and number of open Help Desk tickets remaining.
- A listing of all open Help Desk tickets with status as documented in the Help Desk ticket.
- Score card indicating service performance to service agreement criteria.

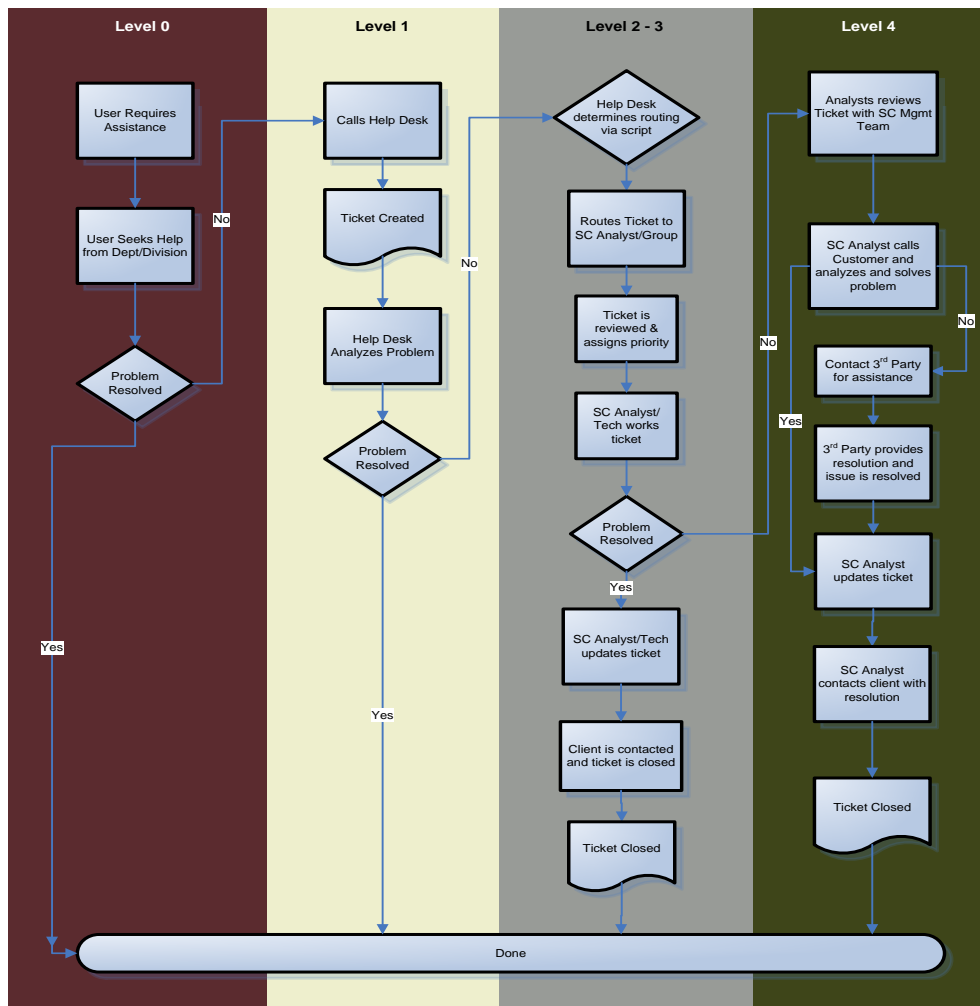


This report will be presented to the County in the form of a Score Card. The data reflected in the Score Card is generated from the Help Desk ticket response and resolution metrics, as defined in the Service Levels and collected as the ticket is worked and updated. CherryRoad will work with the County to establish additional management reporting requirements.

Help Desk Approach

CherryRoad has outlined the Help Desk process flow according to the level support as identified.

- Level 0 represents support within the County at the departmental level.
- Level 1 represents the County Help Desk support that will take the initial issues and resolve.
- Should assistance be required, Level 2 and 3 support will be provided by CherryRoad’s Managed Services Center.
- Level 4 support represents third party support, i.e. Oracle, etc. If during the analysis it is determined that the issue needs to be escalated to Oracle Support, CherryRoad will log the Service Request with Oracle and manage all communication with Oracle regarding the Service Request. Once CherryRoad and Oracle determine a solution, CherryRoad will provide details of the solution to the County and then move forward to implement and test the solution.



The County will be required to complete the final testing of all implemented solutions and sign off on deployment to the production environment.

Although CherryRoad will be providing Tier 2 through Tier 4 support, the County will be responsible for:

- Issues with the County network.
- Coding and testing all changes to interfaces developed by the County.
- All migrations and migration issues.

Application Development Approach

Planning and Analysis

Planning and analysis for development based support services involves those activities associated with the maintenance or creation of user, business, and technical requirements and specifications to update or enhance the County’s in-scope application systems.

The following table identifies the underlying roles and responsibilities associated with planning and analysis.

- (P) – Primary
- (S) – Secondary

Planning and Analysis Roles and Responsibilities	CherryRoad	County
1. Jointly review and prioritize all application development incidents/requests.	X (S)	X (P)
2. Provide hour estimates for potential application development incidents/ requests. Estimate will include all requirements gathering, design, development, testing, and documentation.	X*	
3. Review and authorize estimates of development hours.		X
4. Document business, functional, and technical requirements in agreed upon formats.	X (S) (DH)	X (P)
5. Approve requirements definition documents.		X
6. Create application design documents from business, functional, and technical requirements.	X (P) (DH)	X (S)
7. Approve design specifications.		X

Note: If a “DH” is shown, it represents the use of Development Hours.

* CherryRoad will perform services and activities associated with estimating the level of effort and cost of application maintenance and support assignments. The estimates should be completed within ten (10) business days of a written request unless the time is extended by mutual agreement with the County, and there should be no cost to the County to prepare estimates for additional work associated with project estimating activities.

Note: Hours billed as part of the application development effort will be based on actual work performed and could be less or exceed estimated hours. The CherryRoad Service Delivery Manager will communicate all hours to the County.

Application Development

Application development services are those activities involved in the creation of new applications, tools, web-services, and integrations. Additional services will also include modifications and enhancement to existing applications. The following table identifies the underlying roles and responsibilities associated with application development activities:

Application Development Roles and Responsibilities	CherryRoad	County
1. Manage the TEST (TST) environment and associated test data.	X (S) (DH)	X (P)
2. Perform prototype activities.	X (P) (DH)	X (S)
3. Perform actual application development coding.	X (P) (DH)	
4. Perform actual application unit testing.	X (P) (DH)	X (S)

Note: If a “DH” is shown, it represents the use of Development Hours.

Testing and Integration

CherryRoad will perform services and activities associated with the testing of enhancements, and development projects. The following table identifies underlying roles and responsibilities associated with testing activities.

Testing and Integration Roles and Responsibilities	CherryRoad	County
1. Create test cases and test data.	X (S) (DH)	X (P)
2. Develop and conduct user acceptance, quality assurance (QA) testing, and document results.		X
3. Assist in conducting and documenting user acceptance and QA testing.	X (S) (DH)	X (P)
4. Review testing results to identify variances between documented requirements and provided functionality and usability.	X (S) (DH)	X (P)
5. Correct defects identified during the testing efforts.	X (P) (DH)	X (S)
6. Review and approve results of all testing activities.		X

Note: If a “DH” is shown, it represents the use of Development Hours.

Migration and Implementation

CherryRoad will perform services and activities associated with the implementation of development projects from the test environment into production. The following table identifies the underlying roles and responsibilities associated with migration and implementation activities.

Migration and Implementation Roles and Responsibilities	CherryRoad	County
1. Manage the entire Migration/Release process from beginning to end.	X (S)	X (P)
2. Ensure that migration and implementation activities conform to the requirements of defined Change Control procedures.		X
3. Develop and deliver system and user and turnover instruction documentation.	X (P) (DH)	X (S)
4. Approve test-to-production turnover requirements and instructions.		X
5. Perform data migration from existing systems to new systems.		X
6. Migrate application maintenance/enhancement into production.		X
7. Conduct post-implementation user acceptance.	X (S) (DH)	X (P)

Note: If a "DH" is shown, it represents the use of Development Hours.

Pricing

Associated Fees

Steady State Application Support

Service	Hours (per month)	Fee (per hour)	Monthly Fee
Steady State Application Support	100	\$135	\$ 13,500
Total	100	N/A	\$ 13,500

Assumptions:

1. The County will be billed for the Monthly Fee, but has the ability to roll over hours. The maximum percentage of hours the County can roll over in one month is 30% of the hours unless otherwise mutually agreed upon by CherryRoad and the County. If a 'bank' of hours is created because of unused hours, they can be used against future Steady State Application Support or Projects.
2. Support rate is available for remote work only. Normal and customary travel expenses will be billed, if requested by the County.
3. If the County requires additional Steady State Support, the rate table below will come into effect.

Service	Hours (per month)	Fee (per hour)
Steady State Application Support	Each hour in excess of above-stated 100	\$135

Pricing Terms

1. Payment Terms: CherryRoad will invoice monthly all services performed and invoices are due within 30 days of receipt by the County.
2. CherryRoad's services and costs for each category are best estimates at the time of the SOW and that the County has the sole discretion to increase or decrease these amounts as circumstances change so long as it is within the contract ceiling.
3. The County is under no obligation to use all of the services in the SOW, and the County will only be billed for hours incurred by CherryRoad.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 17, 2023

SUBMITTED BY: Library – Natalie R. Rencher
SUBJECT: Holiday Closures for November

SUMMARY:

Overview:

Library staff requests to close all branch libraries on Saturday, November 11, 2023, Veterans Day and Saturday, November 25, 2023, Thanksgiving holiday weekend.

Recommendation:

Approve the closure of all Kings County Library branches on Saturday, November 11, 2023, and Saturday, November 25, 2023.

Fiscal Impact:

None.

BACKGROUND:

The 2023 observed Kings County holidays for November are Veteran’s Day Friday, November 10, 2023, Thanksgiving Day, Thursday, November 23, 2023, and the Day After Thanksgiving, Friday, November 24, 2023. The Corcoran, Hanford, and Lemoore branch libraries are scheduled to be open on Saturday, November 11, 2023, Veterans Day and Saturday, November 25, 2023, of the Thanksgiving holiday weekend. Most Kings County offices will be closed to the public on those Saturdays. All Kings County Library branches will reopen on Monday, November 13, 2023, and remain open through Wednesday, November 22, 2023. After the Thanksgiving weekend, all branch libraries will reopen on Monday, November 27, 2023. For ease of staff scheduling and public service coverage, the library is requesting approval to be closed on Saturday, November 11, 2023, and Saturday, November 25, 2023.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 17, 2023

SUBMITTED BY: Department of Public Health – Rose Mary Rahn/Heather Silva
SUBJECT: TUBERCULOSIS CONTROL PROGRAM FUNDING ALLOTMENT

SUMMARY:

Overview:

The California Department of Public Health Tuberculosis Control Branch is awarding Kings County Department of Public Health an initial real-time allotment to support Tuberculosis prevention and control activities for the term of July 1, 2023 to June 30, 2024. The real-time allotment funding disbursement is scheduled at three set dates in a calendar year.

Recommendation:

- a. **Accept the California Department of Public Health Control Branch real-time allotment to support tuberculosis prevention and control activities;**
- b. **Authorize the Director of Public Health to sign the Acceptance of Allotments and the required certifications thereunder to support tuberculosis prevention and control activities and any future real-time allotments retroactively effective July 1, 2023 through June 30, 2024;**
- c. **Adopt the budget change. (4/5 vote required)**

Fiscal Impact:

The recommended action will increase Fiscal Year 2023-24 adopted budget in unit 415000 by \$5,633. The award amount can change based on the number of tuberculosis cases reported by the Kings County Department of Public Health between January 1 and May 31, 2023. The initial installment consists of \$1,055 state and federal funds. The department was also awarded \$5,000 in funding, exclusively from federal funds.

(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

TUBERCULOSIS CONTROL PROGRAM FUNDING ALLOTMENT

October 17, 2023

Page 2 of 2

BACKGROUND:

The Tuberculosis (TB) Control Program is a State mandated activity in which the local health jurisdiction (LHJ) is responsible for TB reporting, treatment, and case management. Kings County Department of Public Health (KCDPH) has received real-time allotment funding since 2012.

LHJs reporting an average of less than six TB cases annually receive an initial notice of real-time allotment in late June 2023. The allotment amount is determined by the number of TB cases reported by each LHJ between January 1 and May 31 of the previous year, as well as the number of completed B1- notification evaluations for immigrants with a TB B-1 classification arriving in LHJs, reported between December 1 and May 31 annually. The department received additional federal funding to enhance TB prevention and control efforts.

KCDPH faces ongoing challenges in maintaining treatment adherence due to the nature of the disease and the patient population served. Socio-economic hardships, such as poverty, homelessness, unstable housing, transportation barriers, and similar circumstances, influence access to resources. The real-time allotment funds are intended to cover expenses associated with food, shelter, incentives, and support for TB patients, ensuring treatment adherence, reducing transmission, and supporting less restrictive treatment alternatives that decrease or eliminate the need for civil detention.

This item is being presented retroactively due to the late notice by the California Department of Public Health of additional funding.

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

THE ATTACHMENT IS ON FILE WITH THE CLERK OF THE BOARD AND CAN BE LOCATED ON OUR WEBSITE AT:
<https://www.countyofkings.com/departments/board-of-supervisors/calendar-agenda-and-action-summary>

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health - Tuberculosis	Special Departmental	100000	415000 /40500 0	85086	\$5,633
TOTAL						\$5,633

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General	Health - Tuberculosis	Tuberculosis/St Aid – TB Program	100000	415000 /40500 0	85086	\$297
General	Health - Tuberculosis	Tuberculosis/FA-TB Program	100000	415000 /40500 0	86013	\$5,336
TOTAL						\$5,633

(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: Fiscal Year 2023-2024 adopted budget includes \$198 in State Revenue account 85086 and \$224 in Federal Revenue account 86013 under budget unit 415000. The additional revenue will result in the increase of \$297 in State Revenue, increase of \$5,336 in Federal Revenue and increase of \$5,633 in Special Departmental account 92063 under budget unit 415000.

Dept. of Finance Approval _____ Department Head Rose Mary Rahn
990E4008E21399DDE7E1F7CE2152D177 readySign

Administration Approval Domingo C. Cruz Board Approval _____
 BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 17, 2023

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

SUBJECT: ANTHEM SPONSORSHIP FOR WOMEN, INFANT, AND CHILDREN PROGRAM

SUMMARY:

Overview:

The Kings County Department of Public Health for Women, Infant, and Children program is requesting approval to accept a sponsorship from Anthem Health in the amount of \$10,000. These funds will be used to help with the cost for Quarterly Baby Shower events that are held by the Health Department for participants who are expecting mothers.

Recommendation:

- a. Authorize the Director of Public Health to accept the \$10,000 sponsorship from Anthem for Women, Infant, and Children program Baby Shower incentives and prizes;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The recommended action will increase the Fiscal Year 2023-24 adopted budget in unit 414000 by \$10,000.

BACKGROUND:

Anthem is a member of the Blue Cross Blue Shield Association, the largest health insurance company in the United States, with over 44 million members. It offers a variety of health insurance plans, including individual, family, employer-sponsored, Medicare, dental, vision, and life insurance. On August 25th, 2023, the Regional Vice President of Local Engagement and Plan Performance for Anthem agreed to sponsor the Women, Infants and Children (WIC) Division's Quarterly Baby Showers.

(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

ANTHEM SPONSORSHIP FOR WOMEN, INFANT, AND CHILDREN PROGRAM

October 17, 2023

Page 2 of 2

WIC is a federal program that aids low-income pregnant, postpartum, and breastfeeding women, as well as infants and young children up to age five. The program also provides nutrition education and counseling. The WIC Quarterly Baby Showers are held to provide WIC participants with essential items for their new babies.

The sponsorship will be used to purchase supplies for the events as well as incentives and prizes for the participants that will include car seats, strollers, breastfeeding supplies, diapers, wipes, gift cards, and additional outreach materials. All participants will receive breastfeeding education.

The WIC Baby Shower goals are to:

- a) Increase the breastfeeding rates of Kings County WIC's participants by 5% annually.
- b) Increase total prenatal enrollments by 5% annually.
- c) Increase healthy outcomes for all mothers and infants participating in the program.
- d) Improve infant safety for all infants born to mothers who participate in the baby shower events.

Kings County Board of Supervisors

August 25, 2023

1400 W. Lacey Blvd
Hanford, CA 93230
(559) 852-2362

Dear Kings County Board of Supervisors,

Anthem is pleased to support your Kings County Women, Infant, & Children (WIC) Baby Showers with a sponsorship of \$10,000.

This sponsorship will cover the expenses associated with these special events, such as:
Car seats, Strollers, Diapers, Wipes, Nursing bras/pads, Gift cards, etc.

A check will be process as soon as your Board accepts our sponsorship.

Sincerely,

Beau Hennemann

Regional VP, Local Engagement and Plan Performance

[anthem.com](https://www.anthem.com)

Beau Hennemann, Regional VP, Local Engagement and Plan Performance

21215 Burbank Blvd. Suite 100, Woodland Hills, CA, 91367

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

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Date	
J/E No.	
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(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
GENERAL	WIC NUTRITION PROGRAM	SPECIAL DEPARTMENTAL		414000 /414100	92063	10,000
TOTAL						10,000

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
GENERAL	WIC NUTRITION PROGRAM	OTHER REVENUE		414000 /414100	88025	10,000
TOTAL						10,000

(B) Budget Transfer:

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

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

Explanation: The recommended action will increase FY 2023-2024 County adopted budget unit 414000 by \$10,000.

Rose Mary Rahn

Dept. of Finance Approval _____ Department Head 990E4008E21399DDE7E1F7CE2152D177 readysign

Administration Approval *Domingo C. Cruz* Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 17, 2023

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

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH KINGS COMMUNITY ACTION ORGANIZATION

SUMMARY:

Overview:

The proposed Memorandum of Understanding with Kings Community Action Organization would allow Kings County Department of Public Health to deliver Women, Infants and Children Supplemental Nutrition services at the Kettleman City Family Resource Center, which is operated by Kings Community Action Organization under a contract with First 5 Kings County.

Recommendation:

Approve the Memorandum of Understanding with Kings Community Action Organization for joint use of the Family Resource Center in Kettleman City effective December 1, 2023 through November 30, 2024.

Fiscal Impact:

There is no impact to the County General Fund.

BACKGROUND:

Kings County Department of Public Health (KCDPH) entered into a Memorandum of Understanding (MOU) with Kings Community Action Organization (KCAO) in 2015 to allow the Women, Infants, and Children (WIC) mobile unit to park at the Kettleman City Family Resource Center (FRC) two to three days per month.

In March of 2020, at the onset of the COVID-19 pandemic, WIC transitioned to providing all services by telephone. The department required WIC's mobile unit to provide COVID-19 testing and healthcare services throughout the County. The mobile unit was sold to Kings County Fire Department in early 2023 due to the maintenance demands and operational complexities faced by KCDPH.

(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

MEMORANDUM OF UNDERSTANDING WITH KINGS COMMUNITY ACTION ORGANIZATION

October 17, 2023

Page 2 of 2

The FRC at 75 Fifth Street in Kettleman City is funded by First 5 Kings County and operated by KCAO. WIC and KCAO share a commitment to enhancing the overall health and well-being of County residents and serve similar populations. The approval of this MOU will ensure that Kettleman City WIC participants continue to receive services at least twice a month through the utilization of the FRC building.

This Memorandum of Understanding has been reviewed and approved by County Counsel as to form.

**Memorandum of Understanding
Between
Kings County Department of Public Health
and
Kings Community Action Organization**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Kings County Department of Public Health (KCDPH) and the Kings Community Action Organization (KCAO) to share the Kettleman Family Resource Center (FRC) located at 75 5th Street, Kettleman City, CA 93239. This MOU is entered into on December 1, 2023.

Background:

Both KCDPH and KCAO serve similar populations throughout the County of Kings in California and are concerned with optimizing the general health and well being of their participants. From 2014 through early 2020, KCDPH WIC (Women, Infants and Children) and KCAO collaborated to allow KCDPH WIC to co-locate with the KCAO Kettleman City FRC by parking their mobile clinic/WIC office in the parking lot of the FRC two days a month. This arrangement was interrupted in March 2020 at the onset of the Novel Coronavirus pandemic when the mobile unit was needed by the Department of Public Health to deliver healthcare services throughout the county. In late 2022, the mobile unit was sold to the Kings County Fire Department for their use. This MOU is an agreement between KCAO and KCDPH WIC to allow KCDPH WIC to use space in the Kettleman City FRC 2-3 days a month.

Purpose:

The purpose of this MOU is to establish the guidelines for the use of the FRC by both organizations, KCDPH WIC and KCAO.

KCAO Agrees To Provide:

1. Use of the FRC premises during normal business hours two (2) or three (3) days per month. Currently, normal business hours are Monday through Friday from 8:00 am to 5:00 pm.
2. The use of designated office space which contains two desks and a file cabinet for storage to house two WIC staff, 2-3 business days per month.
3. Access to and use of the parking lot, staff rest rooms, lunchroom and refrigerator for KCDPH WIC staff.
4. Access to 4 working electrical outlets for KCDPH WIC staff use.
5. Access and use of the FRC waiting area by KCDPH WIC staff and participants. Permitted use is limited to the room's intended purpose.
6. Notice to KCDPH WIC of relevant changes in the FRC Program policies and procedures.
7. Information about the FRC Program services to KCDPH WIC.
8. Referrals to WIC services by providing clients WIC contact information and flyers.
9. Direct all WIC inquires to KCDPH WIC at (559) 582-0180.
10. No monetary payments shall be made by KCAO to KCDPH WIC for use of the FRC.

KCDPH WIC Agrees to Provide:

1. The full scope of KCDPH WIC services at the FRC in Kettleman City two (2) or three (3) days a month during normal business hours.
2. All equipment and materials needed to conduct WIC business, unless otherwise specified in this MOU.
3. Internet access and IT support for KCDPH WIC staff working at the FRC in Kettleman City.
4. Notification to KCAO of days and hours of KCDPH WIC operations 90 days in advance.
5. All WIC signage.
6. Monthly count of KCDPH WIC participants receiving WIC services at the FRC in Kettleman City, CA.
7. FRC Program with relevant changes in WIC policies, procedures, and eligibility.
8. WIC staff with changes and updates in the FRC Program.
9. Referrals to KCAO services by providing clients KCAO contact information and flyers.
10. No monetary payments shall be made by KCDPH WIC to KCAO for use of the FRC.

Both Parties Agree to:

1. Appoint a representative from each program to coordinate activities relating to the terms of this agreement and to facilitate the exchange of information. These representatives will regularly communicate with one another and meet at a minimum of once during the effective period of this MOU.

For KCDPH WIC

Thomas Brand
(559) 852-4719

For KCAO

April Hatfield
(559) 415-7170


2. Coordinate monthly calendar schedules.
3. Re-assess program needs and review and update this MOU as necessary.
4. This MOU may be amended as needed in writing signed by both parties.
5. Distribute each other's outreach materials to the target population, medical providers, and to other agencies.
6. Inform each other of workshops, presentations, etc. that may be of mutual interest.
7. Indemnify and hold harmless the other party's employees, agents, volunteers and assigns from and against any and all claims demands, liability, judgements, awards, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this MOU. This liability shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive on the part of the indemnifying party.
8. KCAO not providing KCDPH WIC with keys or alarm codes to the FRC.
9. There shall be no compensation between the parties to this MOU.

Terms

1. The term of this MOU shall begin on December 1, 2023 and shall automatically renew for successive one (1) year periods thereafter.
2. Either party shall have the right to terminate this MOU at any time by giving the other party thirty days prior written notice specifying the date of termination.

Signatures

KINGS COMMUNITY ACTION ORGANIZATION

By: ^{DocuSigned by:}


Jeff Garner
Executive Director

9/29/2023

Date

COUNTY OF KINGS

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

Date

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO INSURANCE

By: *Sarah Poots*
813BB3CAD3655817F55583489257E37C readysign

Sarah Poots, Risk Manager

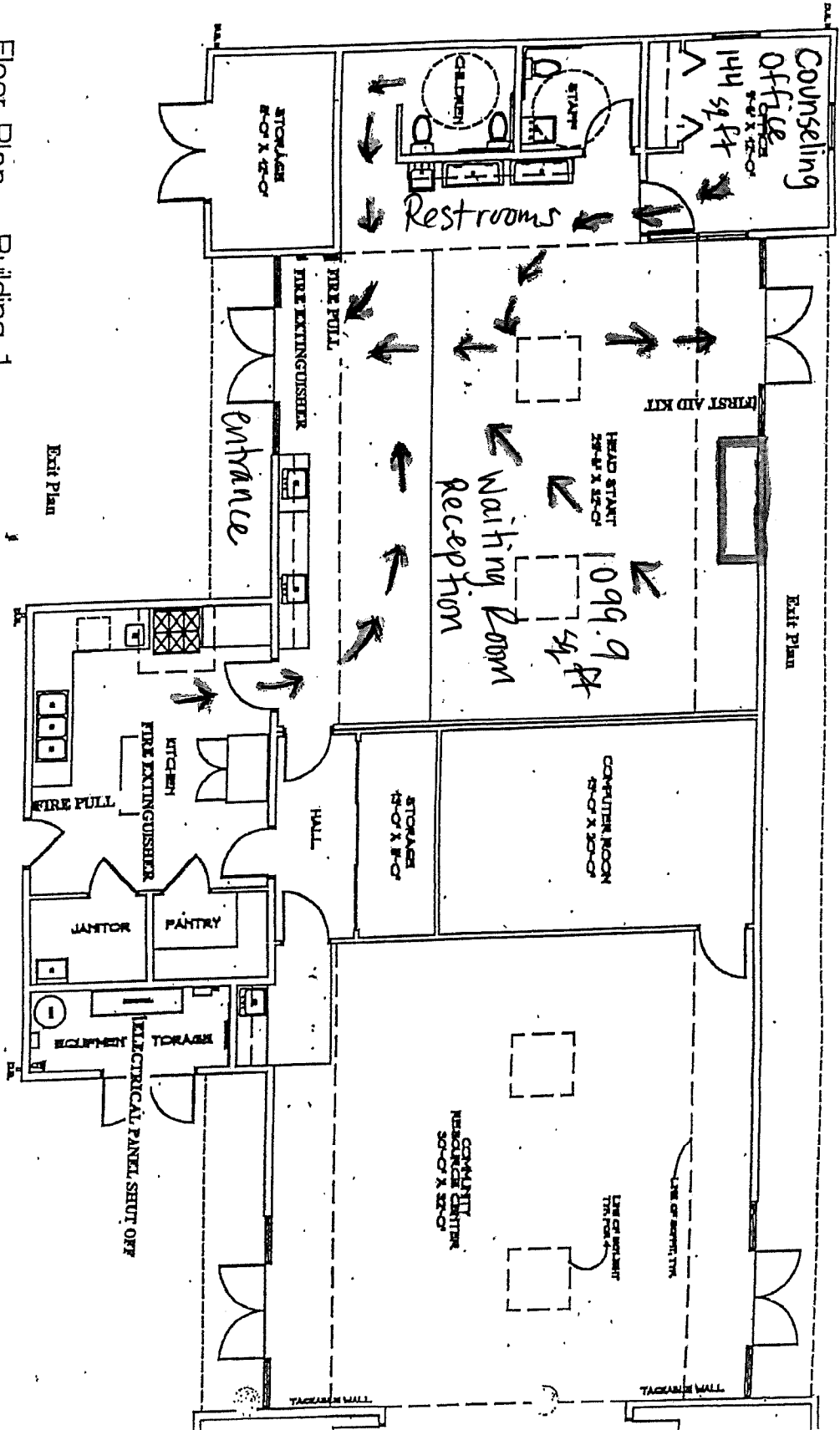
APPROVED AS TO FORM

By: *Diane Freeman*
52DA2F874E65B3089E0E9F2495BF31F1 readysign

Diane Freeman, County Counsel

KetHerman City Floor Plan

Floor Plan - Building 1



Exit Plan

Exit Plan

TACKABLE WALL

TACKABLE WALL



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 17, 2023

SUBMITTED BY: Department of Public Health – Rose Mary Rahn

SUBJECT: CALIFORNIA STATE UNIVERSITY FRESNO INTERNSHIP AGREEMENT

SUMMARY:

Overview:

This Agreement will allow students enrolled at California State University, Fresno to obtain valuable, hands-on experience by participating in internship placements with the Department of Public Health.

Recommendation:

Approve the agreement with California State University, Fresno to provide students internship placements in the Department of Public Health, effective upon execution until December 31, 2026.

Fiscal Impact:

There is no cost to the County General Fund associated with the recommended action. This agreement is for internship placements, and no funds are exchanged.

BACKGROUND:

This agreement between the Kings County Department of Public Health (KCDPH) and California State University, Fresno (Fresno State) will help students obtain practical experience. Students will assist KCDPH staff in a full range of public health activities including administration, environmental health, and other services during their scheduled time and receive educational experience that will help meet learning objectives for their degree. KCDPH will provide learning activities, and the student's KCDPH supervisor will provide support, feedback, and verify service hours. Fresno State will advise students to exhibit professional, ethical, and appropriate behavior, and maintain the confidentiality of client and County private information.

This 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 to the Board

By _____, Deputy.

**AGREEMENT BETWEEN THE COUNTY OF KINGS
AND CALIFORNIA STATE UNIVERSITY, FRESNO**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2023, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) on behalf of its Department of Public Health; and the Trustees of the California State University (hereinafter “University”) on behalf of California State University, Fresno (individually, a “Party”; collectively, the “Parties”) with respect to the following recitals:

WHEREAS, the University is committed to service in the community, and applied learning experiences for students through internships that integrate academic study with practical experience.

WHEREAS, the University has created a program of study and such program includes experience for student interns (“Interns”)

WHEREAS, the University requires facilities where Interns can obtain the practical learning experience required in their course curriculum; and

WHEREAS, the County’s Department of Public Health has the setting and facilities needed by University Interns as part of their practical learning experience; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University use the facilities of the County’s Health Department for their field experience.

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES:

County hereby engages University shall do, perform, and carry out the services as set forth in the Summary of Services attached as Exhibit A.

2. COMPENSATION:

There shall be no monetary obligation on the University or the County, one to the other.

3. TERM:

This Agreement will become effective as of the date last written below and continue until December 31, 2026 unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the County terminates this Agreement, then subject to the

County's right to remove students from the program at any time in its discretion in the interest of health and safety, it will permit any student working at the County at the time of termination to complete his or her work. This Agreement may be extended for two (2) additional twelve (12) month periods, upon the written approval of both parties no later than thirty (30) days prior to the first day of the twelve (12) month extension period. The County's Public Health Director, or designee, is authorized to execute such written approval on behalf of the County based on University's satisfactory performance.

4. AMENDMENTS:

Any matters of this Agreement may be modified only by a written amendment signed by University and County Board of Supervisors, or other representative authorized by County Board of Supervisors, without, in any way, affecting the remainder.

5. INDEMNIFICATION:

The County and the University agree to indemnify, defend, and hold harmless each other (including the officers, employees, agents, and volunteers thereof) from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

6. INSURANCE:

A. **Commercial General Liability:** University and each Intern shall obtain Commercial General Liability Insurance from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability not less than One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000.)

B. **Worker's compensation:** University shall not employ any person under this Agreement, nor assign any Intern to work on County premises, without providing proof to the County that University or the Intern has obtained worker's compensation insurance as required by law. The policy shall be endorsed to waive the insurer's subrogation rights against the County,

except for losses that arise from the County's primary negligence. It is expressly agreed and understood that neither any Intern nor any of Contractor's employees is a County employee and that County is not responsible for providing workers' compensation insurance for the same.

C. **Professional Liability:** Each Intern and employee of University who is participating in the clinical program at County facilities shall obtain their own Professional Liability insurance (errors and omissions) coverage in the amount of One Million Dollars (\$1,000,000) per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit.

D. 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.

E. Insurance shall not be reduced or canceled during the term of this Agreement. All insurance (except worker's compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names the County, its elected officials, officers, employees, agents, and volunteers as an additional insured and provides that coverage shall not be reduced or canceled without 30 days written prior notice to the County. If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, University shall provide County a certificate of insurance reflecting those limits.

F. University shall deliver to the County Administrative Office an endorsement or amendment of all required policies of insurance as evidence of insurance protection prior to the commencement of any work under this Agreement.

7. AGREEMENT MONITORING:

The County and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.

8. INTERN COMPENSATION:

Students participating in a learning activity at the County are considered trainees, and are not officers, employees, agents or volunteers of the University or the County. The County shall not be responsible for paying workers' compensation insurance, payroll taxes, or benefits for any Intern.

9. NON-DISCRIMINATION:

During the performance of this Agreement CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of ethnic group identification, gender, gender identity, gender expression, sexual orientation, color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, or religious creed, pursuant to all applicable State of California and Federal statutes and regulations.

10. USE OF OTHER PARTY'S NAME:

Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission or constitutes an endorsement of any commercial product or service by the University.

11. CONFIDENTIALITY:

During the term of this Agreement, University and University's Interns may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration or cancellation of the Agreement.

All information and records obtained in the course of providing services under this Agreement shall be confidential and University shall comply and ensure University's Interns comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to Section 5328 of the Welfare and Institutions Code, Title 45, Code of Federal Regulations, section 205.50 for MediCal-eligible patients, and Civil Code Section 56 et seq., the Confidentiality of Medical Information Act). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration or cancellation of this Agreement.

Contractor shall ensure that all Interns, staff, and instructors entering upon the County Public Health Department's premises for purposes under this Agreement shall complete the County's Confidentiality Statement in compliance with the Federal Health Insurance Portability and Accountability Act (HIPAA).

Notwithstanding the foregoing, it is agreed and understood that both parties are subject to

the California Public Records Act (“PRA”). Before releasing any information of the other party covered by this Section that the releasing party determines is subject to disclosure under the PRA, the releasing party shall provide the other party reasonable notice thereof.

Attached to this Agreement as Exhibit “B” and incorporated by reference, is an addendum which constitutes a Business Associate Agreement as required by the Federal Health Insurance Portability and Accountability Act.

12. MODIFICATION:

This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment. Additionally, this agreement is not legal and binding upon any of the Parties concerned until signed on behalf of the Trustees by the University, and the County. No waiver of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall be deemed a continuing waiver of the same or any other provision hereof.

13. TERMINATION:

Either party shall have the right to terminate this Agreement at any time by giving the other party sixty (60) days prior written notice specifying the date of termination. However, any such termination by the County shall not be effective, at the election of Contractor, as to any Intern who at the date of mailing of said notice by the County was participating in the internship program until such Intern has completed the program for the then academic year. Notwithstanding the foregoing, the County may terminate this Agreement immediately if Contractor fails to perform the covenants herein at the time and in the manner herein provided or if otherwise reasonably necessary in the interest of health or safety.

14. NOTICE:

Any notice to be given under this agreement shall be sent by email, personal delivery, or by first class mail, postage paid, and addressed as follows, or such other address as may be specified by such Party in writing:

UNIVERSITY:
5150 N. Maple Ave., M/S JA111
Fresno, CA 93740

COUNTY:
330 Campus Drive
Hanford, CA 93230

Name: Brian Cotham
Title: Director of Procurement
Phone: 559-278-2893
Email: bcotham@csufresno.edu

Name: Rose Mary Rahn
Title: Director of Public Health
Phone: 559-852-2625
Email: rosemary.rahn@co.kings.ca.us

15. ASSIGNMENT:

University shall not assign this Agreement, or any part thereof, without the prior written consent of the County.

16. RECORDS AND INSPECTIONS:

University agrees to make available upon reasonable notice to the County, its books, records, documents, and any and all other evidence of all work or services performed or accounting of costs or expenses incurred in the performance of this Agreement, for inspection, examination and copying at all reasonable times, at University's place of business, or other mutually agreeable location in California. University agrees to organize and maintain in accordance with general business standards any and all pertinent books and records pertaining to the goods and services furnished under the terms of this Agreement.

17. CONFLICT OF INTEREST:

University agrees that all reasonable efforts shall be taken to ensure that no conflict of interest exists between its officers, agents or employees in the performance required under this Agreement. University shall prevent employees, consultants, or members of governing bodies from using their position for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

18. NON-DISCRIMINATION:

In performing under this Agreement, University shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation, or any other basis prohibited by law.

19. USE OF COUNTY PROPERTY:

University shall not use County premises, property (including equipment, instruments, and

supplies), or personnel for any purpose other than in the performance of obligations under this Agreement.

20. SEVERABILITY:

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect to the extent necessary to carry out the original intent of the parties as closely as possible.

21. INTEGRATION:

This Agreement represents the entire understanding of the County and University as to those matters contained herein and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, signed by both the County and University. No waiver of any provision of this Agreement shall be valid unless in writing (notwithstanding the passage of time), and no waiver of any provision on one or more occasions shall constitute a continuing waiver of that provision.

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 part may object to the admissibility of the imaged agreement on the basis that it was not originated or maintained in documentary form.

22. FORUM:

This Agreement shall be administered and interpreted under the laws of the State of California, notwithstanding conflicts of law principles. Venue for any litigation arising from the Agreement shall be in the Superior Court of the State of California in Kings County, California, , notwithstanding Code of Civil Procedure Section 394 or any other law.

23. MISCELLANEOUS:

There are no third-party intended beneficiaries of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original. The signatories of this Agreement, represent and warrant their authority to bind their respective parties. This Agreement may be signed electronically.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to become effective on the date when executed by both parties.

CALIFORNIA STATE UNIVERSITY, FRESNO

By: *Brian Cotham* 09/25/2023
Brian Cotham
Director of Procurement

By: *Elizabeth Tucker*
Elizabeth Tucker

COUNTY OF KINGS

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

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO INSURANCE

By: *Sarah Poots*
813BB3CAD3655817F55583489257E37C ready**sign**
Sarah Poots, Risk Manager

APPROVED AS TO FORM

By: *Diane Freeman*
:52DA2F874E65B3089E0E9F2495BF31F1 ready**sign**
Diane Freeman, County Counsel

Exhibits/Attachments:
Exhibit A: Summary of Services
Exhibit B: Business Associate Agreement

Summary of Services

I. County's Responsibilities

- A. Identify the student's supervisor, who agrees to:
 - 1. meet with the student regularly to facilitate the student's learning experience;
 - 2. provide support, review progress on assigned tasks, verify service hours, give feedback and;
 - 3. be responsible for the safety and supervision of student while on site.
- B. Provide an orientation that includes: a site tour; an introduction to staff relevant to the student's experiential learning activities; a description of the characteristics of and risks associated with the County's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check-in and how they log their time.
- C. Provide student with a written description of the student's tasks and responsibilities.
- D. Provide appropriate training, equipment, materials, and work area for students prior to students performing assigned tasks or working with the County's clients.
- E. Inform student if there is a need for a background check, fingerprinting and/or a health screening test (such as a tuberculosis test); and if yes, obtain the student's fingerprints, background check and/or health screening test results; and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Provide emergency first aid for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the learning experience at the County and providing prompt notification (within 24 hours) to the University. Student is responsible for all associated costs and fees.
- H. The County will notify the University contact listed in the specific student's Learning agreement as soon as possible of any unusual and/or uncontrolled health & safety hazards and/or incidents of violence that occur at the County during the contract period.

- I. The County reserves the right to dismiss a student for any reason. The County shall provide notification of the termination as soon as possible to the University contact listed in the specific student's Learning agreement.
- J. The County is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The County is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The County to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, The County will take steps to comply with the modified, changed or updated guidelines or directives. If at any time County becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University's Administrator of Environmental Health & Safety, Risk Management at (559) 278-6910 that fact.

II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
 - 1. Participate in all training required by the County.
 - 2. Exhibit professional, ethical, and appropriate behavior when at the County.
 - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - 4. Abide by the County's rules and standards of conduct.
 - 5. Maintain the confidentiality of the County's proprietary information, records and information concerning its clients.

HIPAA Business Associate

I. Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

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

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

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

i. What data elements were involved, and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

iv. A description of the probable causes of the improper use or disclosure; and Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

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

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

6) **County Contact Information.** To direct communications to the above

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

County of

Administration

Attn: HIPAA complaints officer

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

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

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

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

IV. Obligations of County.

County agrees to:

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

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

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

extent that such restriction may affect the Business Associate's use or disclosure of PHI.

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

V. Audits, Inspection and Enforcement.

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

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

VI. Termination.

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

- 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;
- 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or
- 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

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

administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business

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

VII. Miscellaneous Provisions.

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

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

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

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

C. ***Assistance in Litigation or Administrative Proceedings.*** Business

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

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

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 17, 2023

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: GARBAGE DISPOSAL PURCHASE FOR THE KINGS COUNTY JAIL

SUMMARY:

Overview:

The Kings County Sheriff's Office is seeking retroactive permission to purchase a garbage disposal for the Kings County Jail.

Recommendation:

- a. Authorize the retroactive purchase of a new garbage disposal for the Kings County Jail;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The full cost of \$7,373 was paid from the Sheriff's Jail budget unit 223000.

BACKGROUND:

The Food Services Division of the Sheriff's Office runs a commercial kitchen and prepares over 600,000 meals annually for both adult and juvenile incarcerated persons. Recently the kitchen's larger garbage disposal stopped working and was not able to be repaired, requiring immediate replacement with a new disposal. The commercial grade disposal allows for large quantities and pieces of food that are not easily removed from reusable food service trays and cook wear during the sanitation and cleaning process. Without the commercial grade garbage disposal, service of meals would need to be made on Styrofoam trays to the entire incarcerated population. The use of Styrofoam trays is not cost effective, causes an increase in large quantities of trash, and other security concerns in a jail facility. The Sheriff's Office is requesting retroactive approval for the replacement of the commercial grade garbage disposal.

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.

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

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

(A) New Appropriation

Expenditures:			FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
TOTAL						\$0

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

(B) Budget Transfer:

Transfer From:			FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TO BE TRANSFERRED OUT
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Sheriff - Detentions	Clothing & Personal	100000	223000	92004	\$7,373
TOTAL						\$7,373

Transfer To:			FUND NO.	DEPT. NO.	ACCOUNT NO.	AMOUNT TRANSFERRED IN
FUND NAME	DEPT. NAME	ACCOUNT NAME				
General	Sheriff-Detentions	Capital Assets	100000	223000	94000	\$7,373
TOTAL						\$7,373

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

Move \$7,373 from Clothing & Personal Supplies to the Capital Assets account within the Detentions budget to cover the cost of the garbage disposal replacement.

Dept. of Finance Approval _____

Department Head  _____

Administration Approval  _____

Board Approval _____

BOS meeting date _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 17, 2023

SUBMITTED BY: Human Resources – Carolyn Leist/Danyele Leap

SUBJECT: NEW JOB SPECIFICATION AND POSITION ALLOCATIONS FOR THE DISTRICT ATTORNEY'S OFFICE

SUMMARY:

Overview:

Law Clerk is a new classification that can be utilized in one of the County's legal departments by performing legal research, preparing court documentation, and clerical and investigative duties.

Recommendation:

- a. Approve the new job specification for Law Clerk and set the salary at Range 204.0 (\$4,576 - \$5,583 monthly);
- b. Add 2.0 Full-Time Equivalency Law Clerk positions in Budget Unit 216000;
- c. Delete 2.0 Full-Time Equivalency Paralegal positions allocations in Budget Unit 216000.

Fiscal Impact:

The cost of the new positions offset by the deletion of the vacant Paralegal positions is anticipated to cost an additional \$13,856 for the remainder of the Fiscal Year 2023-24. This cost will be absorbed by the department's salary savings due to current vacancies.

BACKGROUND:

The Law Clerk classification is an entry-level professional position that provides for the employment of law students who have graduated from an accredited law school or who are currently enrolled in an accredited law school and have completed two years of full-time study or equivalent and will be eligible to take the California State Bar examination. Under direction of a licensed attorney, this position will perform legal research, prepare motions and matters on calendar to expedite court calendars and hearing dates, clerical and investigative duties as assigned. Incumbents in this position will not be permitted to perform duties constituting practice of the law

(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

NEW JOB SPECIFICATION AND POSITION ALLOCATIONS FOR THE DISTRICT ATTORNEY'S OFFICE

October 17, 2023

Page 2 of 2

until California Bar membership has been established and are expected to pass the bar and promote to an attorney-level position upon graduation.

The District Attorney's Office has requested the Law Clerk classification with the intention of promoting the incumbents to an attorney-level position once they have passed the bar. If the incumbent is unable to pass the bar within one (1) year of hire date, they may be separated from employment. The proposed job specification for the Law Clerk classification is attached and was reviewed by the union.



LAW CLERK

DEFINITION

Under direction of a licensed attorney, to perform legal research, prepares motions and matters on calendar to expedite court calendars, clerical and investigative duties as assigned in one of the County's legal departments; and performs related work as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives immediate supervision from an attorney who, by frequent conferences, reviews and approves all written work.

CLASS CHARACTERISTICS

This is a single entry-level professional classification that provides for the employment of law students who have graduated from an accredited law school or who are currently enrolled in an accredited law school and have completed two years of full-time study or the equivalent. Incumbents will not be permitted to perform duties constituting practice of law until California Bar membership has been obtained and are expected to pass the bar and promote to an attorney-level position upon graduation.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Performs legal research and assists with the preparation of trial briefs and legal memoranda by collecting data on legal precedents and statutory authority applicable to current cases.
- Prepares motions and pleadings on calendar to expedite court calendars and hearing dates.
- Reviews case files, organizes reports, prepares witness lists, and prepares summary sheets for reports and evidence.
- Summarizes records, depositions, background information, and other legal documents regarding contacts with witnesses, victims, experts, clients and third parties for use by attorneys and for file documentation.
- Creates and maintains documents related to cases and other legal matters, trial notebooks, indices, and files.
- Assists attorneys with trial preparation including, but not limited to, drafting jury instructions, witness and exhibit lists, expert witness disclosure demands and responses, prepares subpoenas, conducts privilege reviews, and assists at depositions, hearings, and trials, and document reviews.
- Interviews and advises victims and witnesses in regard to prospective criminal complaints.
- Assists investigators in securing and verifying evidence, records, and reports.
- Reviews complaints and law enforcement agency reports or records.
- Confers regularly with investigators regarding the collection of facts.
- May conduct hearings and trials in court, under supervision of a licensed attorney, as a certified law clerk as allowed by the California State Bar.
- Performs other duties as assigned.

MINIMUM QUALIFICATIONS

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

EDUCATION AND EXPERIENCE

Education:

- Graduation from accredited law school and eligibility to take the California State Bar Examination, OR
- Current enrollment in an accredited law school and completion of two (2) years of full-time study or equivalent.

Experience:

- None required.

LICENSES AND CERTIFICATIONS

Licenses:

- Possession of a valid California driver's license issued by the Department of Motor Vehicles at the time of appointment.

Certifications:

- Possession of, or ability to obtain, an active membership in good standing with the State Bar of California. (Note: Incumbents who are unable to obtain an active membership in good standing with the State Bar of California within one (1) year of hire date may be separated from employment.)

SPECIAL REQUIREMENTS

Qualify for security clearance through a background investigation and fingerprint check; ability to travel within and outside the County. Law Clerks are prohibited by Court policy from practicing law, receiving fees, and appearing in court representing another party as counsel during their employment by the County as a Law Clerk.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Principles of criminal, juvenile, and civil law.
- Principles, practices, methods and materials of legal research and analysis.
- Principles of legal writing.
- Preparing briefs and opinions.
- Familiarity with legal research including but not limited to legal databases.
- Legal terms, procedures, forms, and documents used in court cases.
- Methods and practices of pleadings.
- Judicial processes and procedures, regulations, and rules of evidence.
- Methods and techniques for pretrial and trial preparation.

Ability to:

- Ability to read, analyze, and interpret complex or detailed information or documents.
- Analyze, interpret, and apply relevant legal principles, facts, evidence, and precedents to legal problems.

- Present statements of law, facts, and arguments clearly and logically in written and oral form.
- Comprehend, digest, and summarize complex legal documents.
- Evaluate complaints and obtain information through personal interviews.
- Establish and maintain harmonious and cooperative relationships with other staff members, other county staff, and the public.
- Ability to operate contemporary office equipment inclusive of computer, keyboard, and all applicable electronic equipment.
- Write clear concise and accurate legal documents.
- Retain and recall information.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 30 pounds, as necessary to perform job functions.

ENVIRONMENTAL CONDITIONS

Employees work in an office and court environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental or court policies and procedures, or the law.

DISASTER SERVICE WORKERS

All Kings County employees are designated "Disaster Service Workers" through state and local laws (CA Government Code Sec. 3100-3109 and Emergency Services Chapter 6-8 via adoption of local Ordinance No. 361 § 1, 2-25-75). As Disaster Service Workers, all County employees are expected to remain at work, or to report for work as soon as practicable, following a significant emergency or disaster.

FLSA EXEMPTION: Non-Exempt MEDICAL GROUP: C PROBATIONARY PERIOD: One (1) year (2080 hours)
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 17, 2023

SUBMITTED BY: Human Resources – Carolyn Leist
District Attorney – Sarah Hacker

SUBJECT: NEW JOB CLASSIFICATIONS, POSITION ALLOCATIONS AND SALARY
CHANGES FOR THE DISTRICT ATTORNEY'S OFFICE

SUMMARY:

Overview:

The District Attorney (DA) requested that Human Resources study the organization of the Attorney Division to reflect the current workload, staffing and supervision needs. The recommendations below are based on our analysis and are supported by the department and Administration.

Recommendation:

- a. Approve the new job specification for the Senior Deputy District Attorney and set the salary at Range 284.0 (\$10,147 - \$12,383 monthly);
- b. Approve the new job specification for the Deputy District Attorney Supervisor and set the salary at Range 294.0 (\$11,209 - \$13,678 monthly);
- c. Approve the Range change for the Assistant District Attorney position to Range 304.0 (\$12,383 - \$15,109 monthly) effective pay period 22-2023 (October 16, 2023) and adjust the incumbent's salary in accordance with Personnel Rule 13071 (Salary Range Adjustments);
- d. Add 2.0 Full-Time Equivalent Senior Deputy District Attorney position allocations in Budget Unit 216000;
- e. Add 1.0 Full-Time Equivalent Senior Deputy District Attorney position allocation in Budget Unit 216500;
- f. Add 2.0 Full-Time Equivalent Deputy District Attorney Supervisor position allocations in Budget Unit 216000;
- g. Delete 1.0 Full-Time Equivalent Assistant District Attorney position allocation in Budget Unit 216000;

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

NEW JOB CLASSIFICATIONS, POSITION ALLOCATIONS AND SALARY CHANGES FOR THE DISTRICT ATTORNEY'S OFFICE

October 17, 2023

Page 2 of 2

- h. Delete 1.0 Full-Time Equivalent Executive Assistant District Attorney position allocation in Budget Unit 216000;**
- i. Delete 4.0 Full-Time Equivalent Deputy District Attorney I/II/III/IV position allocations in Budget Unit 216000;**
- j. Delete 1.0 Full-Time Equivalent Deputy District Attorney I/II/III/IV position allocation in Budget Unit 216500.**

Fiscal Impact:

The net impact of adding 3.0 Full-Time Equivalent (FTE) Senior Deputy District Attorney positions and 2.0 FTE Deputy District Attorney Supervisor positions and adjusting the range for the Assistant District Attorney, offset by the deletion of 1.0 FTE Assistant District Attorney, 1.0 FTE Executive Assistant District Attorney, 5.0 FTE Deputy District Attorney I/II/III/IV positions, and foregoing previously approved office improvements is approximately a savings of \$366,380 annually. The funding adjustments for the positions are included in the Fiscal Year (FY) 2023-24 Adopted Budget.

BACKGROUND:

Currently, the DA and the Assistant District Attorney (ADA) are the direct supervisors for all attorneys and support staff. This organizational structure causes delays in task completion and infringes on the effectiveness of management. The creation of the Deputy District Attorney Supervisor and Senior Deputy District Attorney positions will increase operational efficiency, improve trust between teams and alleviate workplace pressures, such as stress, anxiety, and burnout. This supervision structure will provide a positive and supportive working environment, which is crucial for driving service and efficiency improvements.

It is proposed to add 3.0 FTE Senior Deputy District Attorneys and 2.0 FTE Deputy District Attorney Supervisors. The job specification for the positions of Senior Deputy District Attorney and Deputy District Attorney Supervisors are attached. The Senior Deputy District Attorneys will handle the most advanced and complex caseloads, as well as provide support and advice to attorneys in their unit, and fill in for deputies if they are absent from work. The Deputy District Attorney Supervisors will handle some cases, but will mainly assign deputies to courtrooms, manage the caseload for their unit, supervise the attorneys, law clerks, and clerical staff for their general or special prosecution units.

In the reorganization proposal, the Assistant District Attorney will supervise the two Deputy District Attorney Supervisors and the Victim Witness Program Coordinator. The Deputy District Attorney Supervisor will be management-level positions. This change will balance the management structure and alleviate the day-to-day supervision of staff from the DA and ADA. Under this structure, the DA and ADA can focus and execute important executive-level management responsibilities. Additionally, with the mass exodus of seasoned staff, new hires will need more focused day-to-day supervision.

By adding the Senior and Supervisor levels, it creates a wage compaction for the ADA position. Accordingly, it is further recommended to adjust the salary upward from Range 289.0 (\$10,665 - \$13,014 monthly) to Range 304.0 (\$12,383 - \$15,109 monthly), and adjust the incumbent, Cindy Underwood's salary in accordance with Personnel Rule 13071 (Salary Range Adjustments).



DEPUTY DISTRICT ATTORNEY SUPERVISOR

DEFINITION

Under general direction of the District Attorney or the Assistant District Attorney, performs professional legal work and representation in support of the District Attorney's Office and the prosecution of criminal activities; performs legal research; plans and coordinates with law enforcement investigation and prosecution of legal cases; litigates assigned cases in courts of law; supervises the work of Deputy District Attorneys; acts as a lead attorney on projects involving multiple attorneys; provides responsible technical and administrative support to the District Attorney; represents the District Attorney in the management of legal issues, and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the District Attorney or the Assistant District Attorney. Exercises direct and indirect supervision of attorneys and clerical staff.

CLASS CHARACTERISTICS

This is the supervisory level classification in the Deputy District Attorney series that exercises independent judgment on diverse and specialized legal counsel with accountability and ongoing decision-making responsibilities associated with the work. Incumbents are responsible for full vertical management of complex and sensitive criminal and civil cases; planning, organizing, supervising, reviewing, assigning, and evaluating the work of assigned staff and for providing professional level support to the District Attorneys and clerical staff in a variety of areas. Performance of the work requires the use of independence, initiative, and discretion within established guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Selects, trains, motivates, and evaluates Deputy District Attorneys and clerical staff; reviews cases, and evaluates work product; sets priorities and follows up to ensure coordination and timely completion of assigned work; and works with employees to correct deficiencies.
- Directs the work and leads teams of Deputy District Attorneys and clerical staff on projects requiring interdisciplinary skills; manages criminal and civil cases vertically, from crime scene investigation through final resolution; assures that cases are resolved within office policy guidelines.
- Provide technical leadership for staff and projects, which includes oversight of an assigned team of Deputy District Attorneys and legal staff, as well as various task force and liaison functions of the department.
- Performs legal activities involving the investigation and prosecution of complex, high profile, and highly sensitive criminal or civil cases with minimal supervision; prepares and presents cases in court.
- Performs complex trial work, including jury selection, examination and cross-examination, and argument of the prosecution case.

- Represents the District Attorney's Office at Grand Jury proceedings and trials.
- Evaluates incoming law enforcement reports involving juvenile and adult offenders; review reports and files cases and handles all aspects of prosecution from arraignment to sentencing.
- Reviews, analyzes, and researches allegations; makes determination on the appropriate charge following receipt of the agency reports; files criminal charges; keeps victims and witnesses informed of the status of legal proceedings.
- Interviews witnesses and victims; reviews and analyzes evidence, police reports, and other material related to pending cases.
- Makes disclosures and advises Deputy District Attorneys in disclosures for the ethical prosecution of cases.
- Provides direction to law enforcement and investigative personnel related to investigation of criminal offenses; provides advice as to applicable laws, court decisions, upcoming legislation, and legal authorities; assists and advises district attorney investigators and law enforcement agencies regarding investigations in progress.
- Negotiates with defense counsel at pre-trial hearings regarding case disposition or modification.
- Prepares for court calendar and appears in court for trials, hearings, and pleadings.
- Makes recommendations regarding sentencing and presents the position at sentencing and revocation hearings.
- Researches law and precedents to obtain legal authority needed to prosecute pending cases.
- Performs appellate research and drafts appellate briefs, pleadings, bail recommendations, motions, and other legal documents; appears in the designated court of appeal.
- Manages court calendars to ensure that cases are resolved quickly; prepares for weekly settlement conferences; conducts in-chambers discussions with court staff and defense attorneys to facilitate case settlement.
- Performs trial work, including jury selection, examination and cross-examination, and argument of the prosecution case.
- Maintains accurate records and files, and compiles reports of work performed.
- Monitors legal developments, including proposed legislation and court decisions; evaluates their impact on the prosecution of civil and criminal cases and recommends appropriate action.
- Communicates with Victim Witness to notify victims and witnesses to advise on the status of the case; obtain information and schedule meetings or court appearances.
- Serves as a liaison between the DA's office and various organizations and state and federal agencies; services on committees, task forces, and other groups.
- Participates in the development of goals, objectives, policies, and procedures for assigned services and programs; recommends and implements policies and procedures including standard operating procedures for assigned operations.
- Monitors activities of the work unit; identifies opportunities for improving service delivery and procedures; provides recommendations concerning process changes; reviews with appropriate management staff; implements improvements.
- Prepares and conducts training for Deputy District Attorneys.
- Provides staff assistance to management; prepares and presents staff reports and other written materials; supervises the establishment and maintenance of reports, records, databases, and files; ensures the proper documentation of operations and activities.
- Answers questions and provides information to the public; investigates and responds to complaints and inquiries from citizens, other departments, and agencies; recommends corrective actions to resolve

issues.

- Represents the County in meetings with members of other public and private organizations, community groups, contractors, developers, and the public.
- Ensures staff observe and comply with all County and mandated safety rules, regulations, and protocols.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

EDUCATION AND EXPERIENCE

Education:

- Equivalent to a bachelor's degree from an accredited four-year college or university and a Juris Doctorate from an accredited school of law.

Experience:

- Six (6) years of professional legal experience in the field of criminal law, including lead responsibility; preferably in a county government setting.

LICENSES OR CERTIFICATIONS

- Possession of a valid California driver's license issued by the Department of Motor Vehicles at the time of appointment.
- Possession of an active membership in good standing with the State Bar of California.

SPECIAL REQUIREMENTS

Qualify for security clearance through a background investigation and fingerprint check, including a credit check. Ability to work irregular hours as necessary and travel within and outside the County.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Civil and criminal law and procedures, particularly as related to areas of legal specialty.
- Advanced pleading and appellate court procedures.
- Advanced practices and effective techniques in presentation of complex court cases.
- Judicial procedures and rules of evidence.
- Responsibilities and obligations of public officials and administrative agencies.
- Applicable state and federal laws, criminal law, constitutional law, and provisions affecting the prosecution of alleged criminals.
- Advanced principles, practices, and methods of legal research, legal writing, and investigation techniques.
- Procedures, practices, and effective techniques in presentation of court cases.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Basic principles and practices of budget administration and monitoring.
- Principles and procedures of record keeping.
- Current equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Identify problems, research, and analyze relevant information, and develop and present recommendations and justification for solutions.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Present statements of fact, law, and arguments clearly and logically.
- Conduct effective negotiations.
- Analyze and apply complex legal principles, facts, and evidence to legal problems.
- Follow pre-trial, trial, and administrative hearing rules and procedures.
- Interview and prepare witnesses for testimony.
- Make recommendations and/or determinations concerning the advisability to prosecute, compromise, or dismiss civil litigation.
- Translate technical/legal concepts into oral and written expressions that connect with the intended audience.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the County in hearings and courts of law, meetings with governmental agencies; various business, professional, and regulatory organizations; and in meetings with individuals.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Effectively use computer systems, software applications relevant to work performed and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Prepare clear, effective, and accurate reports, correspondence, and other written materials.
- Maintain accurate logs, records, and written records of work performed.

PHYSICAL DEMANDS

Mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various County sites; primarily a sedentary office classification although standing in work areas and walking between work areas may be required; occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information; ability to lift, carry, push, and pull materials and objects up to 10 pounds. Vision to read printed materials and a computer screen. Hearing and speech to communicate in person and over the telephone. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment.

ENVIRONMENTAL CONDITIONS

Office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

DISASTER SERVICE WORKERS

All Kings County employees are designated "Disaster Service Workers" through state and local laws (CA Government Code Sec. 3100-3109 and Emergency Services Chapter 6-8 via adoption of local Ordinance No. 361 § 1, 2-25-75). As Disaster Service Workers, all County employees are expected to remain at work, or to report for work as soon as practicable, following a significant emergency or disaster.

FLSA EXEMPTION: Exempt MEDICAL GROUP: C PROBATIONARY PERIOD: One year (2080 hours)
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SENIOR DEPUTY DISTRICT ATTORNEY

DEFINITION

Under general direction of the Deputy District Attorney Supervisor or higher level department staff, performs professional legal work and representation in support of the District Attorney's Office and the prosecution of criminal activities; performs legal research; plans and coordinates with law enforcement investigation and prosecution of legal cases; litigates assigned cases in courts of law; supervises the work of Deputy District Attorneys in the absence of the Deputy District Attorney Supervisor; acts as a lead attorney on projects involving multiple attorneys; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Deputy District Attorney Supervisor or higher-level department staff. Exercises indirect supervision of lower-level attorneys and support staff and may exercise direct supervision in the absence of the Deputy District Attorney Supervisor.

CLASS CHARACTERISTICS

This senior level classification in the Deputy District Attorney series receives the most complex assignments, difficult litigation, serves as a lead attorney, and is recognized as an expert in many areas of office procedures and legal practices. Performance of the work requires the use of independence, initiative, and discretion within established guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides lead direction, training, and work review to assigned District Attorneys and support staff; organizes and assigns work, sets priorities, and follows up to ensure coordination and completion of assigned work, assists in the evaluation, development and implementation of work procedures and methods.
- Performs legal activities involving the investigation and prosecution of complex, high profile, and highly sensitive criminal or civil cases with minimal supervision; prepares and presents cases in court.
- Performs complex trial work, including jury selection, examination and cross-examination, and argument of the prosecution case.
- Evaluates incoming law enforcement reports involving juvenile and adult offenders; review reports and files cases and handles all aspects of prosecution from arraignment to sentencing.
- Reviews, analyzes, and researches allegations; makes determination on the appropriate charge following receipt of the agency reports; files criminal charges; keeps victims and witnesses informed of the status of legal proceedings.
- Interviews witnesses and victims; reviews and analyzes evidence, police reports, and other material related to pending cases.

- Provides direction to law enforcement and investigative personnel related to investigation of criminal offenses; provides advice as to applicable laws, court decisions, upcoming legislation, and legal authorities; assists and advises district attorney investigators and law enforcement agencies regarding investigations in progress.
- Negotiates with defense counsel at pre-trial hearings regarding case disposition or modification.
- Prepares for court calendar and appears in court for trials, hearings, and pleadings.
- Makes recommendations regarding sentencing and presents the position at sentencing and revocation hearings.
- Researches law and precedents to obtain legal authority needed to prosecute pending cases.
- Performs appellate research and drafts appellate briefs, pleadings, bail recommendations, motions, and other legal documents; appears in the designated court of appeal.
- Manages court calendars to ensure that cases are resolved quickly; prepares for weekly settlement conferences; conducts in-chambers discussions with court staff and defense attorneys to facilitate case settlement.
- Performs trial work, including jury selection, examination and cross-examination, and argument of the prosecution case.
- Maintains accurate records and files, and compiles reports of work performed.
- Monitors legal developments, including proposed legislation and court decisions; evaluates their impact on the prosecution of civil and criminal cases and recommends appropriate action.
- Communicates with Victim Witness to notify victims and witnesses to advise on the status of the case; obtain information and schedule meetings or court appearances.
- Serves as a liaison between the DA's office and various organizations and state and federal agencies; services on committees, task forces, and other groups.
- Assign and review work of lower-level Deputy District Attorneys and support staff.
- May represent the District Attorney's Office at Grand Jury proceedings and trials.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

EDUCATION AND EXPERIENCE

Education:

- Equivalent to a bachelor's degree from an accredited four-year college or university and a Juris Doctorate from an accredited school of law.

Experience:

- Five (5) years of professional legal experience in the field of criminal law; preferably in a county government setting.

LICENSES OR CERTIFICATIONS

- Possession of a valid California driver's license issued by the Department of Motor Vehicles at the time of appointment.
- Possession of an active membership in good standing with the State Bar of California.

SPECIAL REQUIREMENTS

Qualify for security clearance through a background investigation and fingerprint check, including a credit check. Ability to work irregular hours as necessary and travel within and outside the County.

KNOWLEDGE AND ABILITIES

Knowledge of:

- Principles of providing functional direction and training.
- Civil, juvenile, and criminal law and procedures, particularly as related to areas of legal specialty.
- Advanced pleading and appellate court procedures.
- Advanced practices and effective techniques in presentation of complex court cases.
- Judicial procedures and rules of evidence.
- Responsibilities and obligations of public officials and administrative agencies.
- Applicable state and federal laws, criminal law, constitutional law, and provisions affecting the prosecution of alleged criminals.
- Advanced principles, practices, and methods of legal research, legal writing, and investigation techniques.
- Procedures, practices, and effective techniques in presentation of court cases.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Principles and procedures of record keeping.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Provide indirect supervision of staff and assist with training and ensuring work is performed effectively.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Identify problems, research, and analyze relevant information, and develop and present recommendations and justification for solutions.
- Present statements of fact, law, and arguments clearly and logically.
- Conduct effective negotiations.
- Analyze and apply complex legal principles, facts, and evidence to legal problems.
- Follow pre-trial, trial, and administrative hearing rules and procedures.
- Interview and prepare witnesses for testimony.
- Make recommendations and/or determinations concerning the advisability to prosecute, compromise, or dismiss civil litigation.
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FLSA EXEMPTION: Exempt MEDICAL GROUP: C PROBATIONARY PERIOD: One year (2080 hours)
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 17, 2023

SUBMITTED BY: Human Resources – Carolyn Leist/Melissa Avalos

SUBJECT: SALARY RANGE ADJUSTMENT FOR ASSISTANT COUNTY COUNSEL

SUMMARY:

Overview:

The Assistant County Counsel classification is utilized in the County Counsel’s Office. Due to recent salary and organizational changes in the District Attorney’s Office, the proposed salary change for the Assistant County Counsel classification would reflect a range adjustment equivalent to the range set for the Assistant District Attorney classification in the District Attorney’s Office.

Recommendation:

Approve the Range change for the Assistant County Counsel position to Range 304.0 (\$12,383-\$15,109 monthly) effective pay period 22-2023 (October 16, 2023).

Fiscal Impact:

The cost for the change in salary for the remainder of the fiscal year is approximately \$3,253 for salary only.

BACKGROUND:

This classification is an assistant department head who acts for County Counsel in their absence. The Assistant District Attorney acts in the same capacity for the District Attorney. Due to recent salary and organizational changes in the District Attorney’s Office, the salary for the Assistant District Attorney was recommended to be set at range 304.0 (\$12,383-\$15,109 monthly), the current range is 301.5 (\$12,080- \$14,739). Setting this salary range for Assistant County Counsel would be consistent with the Assistant District Attorney. The County Counsel office has 15.0 Full Time Equivalent positions budgeted for fiscal year 2023-2024, the District Attorneys office has 71.0 Full Time Equivalent positions.

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 October 17, 2023

SUBMITTED BY: Library – Natalie Rencher

SUBJECT: PROCLAMATION FRIENDS OF THE LIBRARY WEEK

SUMMARY:

Overview:

National Friends of Libraries Week observes groups who support libraries across the country on the third week in October, this observance is an opportunity to increase awareness about the Friends of the Kings County Library.

Recommendation:

Adopt a resolution proclaiming October 15-21, 2023, as Friends of the Kings Library Week in Kings County, during National Friends of Libraries Week.

Fiscal Impact:

None.

BACKGROUND:

Since 2005, the America Library Association has promoted National Friends of Libraries Week to recognize the dedication of Friends' groups across the nation. Friends' groups help support library programs by fundraising and volunteering. Friends' groups inform the public by promoting community use and awareness of libraries.

Founded in 1982, the Friends of the Kings County Library is a non-profit organization who wanted to support county libraries. In its 41 years of service, the Friends have provided funds for the annual Summer Reading Program, Winter Open House, wireless connectivity, early literacy equipment, the Mobile Library (KIMBL), and the Family Place spaces for children 0-3 and their families at the Corcoran, Stratford, and Kettleman City branch libraries.

The Friends volunteer time and commitment is an example of how volunteerism leads to positive civic engagement and the betterment of the communities. In collaboration with library staff, the Friends of the Kings County Library is committed to lifelong learning. Please thank the Friends of the Kings County Library for their continued contribution to sustain county community libraries by proclaiming October 15-21, 2023, as Friends of the Kings County Library Week. 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 BOARD OF SUPERVISORS
COUNTY OF KINGS, STATE OF CALIFORNIA

* * * * *

IN THE MATTER OF PROCLAIMING
OCTOBER 15 – OCTOBER 23, 2023
NATIONAL FRIENDS OF LIBRARIES WEEK,
FRIENDS OF KINGS COUNTY LIBRARY WEEK _____

RESOLUTION NO.

WHEREAS, for the past 41years Friends of the Kings County Library (“Friends”) has raised funds that have enabled the eight libraries in Kings County to move from good to great; the Friends have secured financial resources to support the annual Summer Reading Program for children, teens, and adults; special events, and promote public awareness of our libraries services, facilities and needs; and

WHEREAS, the Friends endeavor to preserve and strengthen the importance of our libraries in this community as vital, irreplaceable sources of information, education and culture—thereby providing everyone with opportunities and resources for lifelong learning; and

WHEREAS, the Friends understand the value of well-funded libraries and advocate to ensure that our libraries receive the resources needed to provide a variety of programs and services for all ages in order to gain knowledge through the rich lived experiences from others in the past to the present; and

WHEREAS, the Friends volunteer activities help our libraries expand the materials and programs serving our diverse community beyond those normally included in the Kings County Library’s operating budget. The Friends serve as an example for everyone on how volunteerism leads to positive civic engagement and the betterment of our community.

THEREFORE, BE IT RESOLVED that the County of Kings, Board of Supervisors proclaims October 15-21, 2023, as Friends of Kings County Library Week during National Friends of Libraries week throughout Kings County, and thanks the Friends of the Kings County Library for all they do to make our libraries and community sustainable.

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

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

Richard Valle, Chairperson

Board of Supervisors
County of Kings, State of California

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

Catherine Venturella, Clerk of said 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 October 17, 2023

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Antoinette Gonzales

SUBJECT: STUDY SESSION REGARDING THE GENERAL ASSISTANCE ELECTRONIC THEFT REPLACEMENT OF BENEFITS

SUMMARY:

Overview:

This study session is to provide the Board information regarding nation wide skimming and scamming that impacts the County’s General Assistance (GA) Program and provide the Board options on how it would like the department to proceed and address electronic theft replacement of benefits in the GA Program Standards and Procedures.

Recommendation:

- a. Overview and update on the General Assistance benefits stolen via electronic theft;
- b. Direct staff as necessary to update the General Assistance Standard and Procedures to address electronic theft replacement.

Fiscal Impact:

There is no direct fiscal impact associated with receipt of the study session. However, the program itself is funded through the County General Fund. The Fiscal Year (FY) 2022-23 General Assistance budget was \$300,685, with actual expenditures coming in at \$242,724, which includes a total of \$1,190 in replaced funds due to skimming. The FY 2023-24 General Assistance budget is \$268,800, and a total of \$498 has been skimmed.

BACKGROUND:

California Welfare and Institutions Code Section 17000 et seq. imposes a duty on the County to adopt standards of aid and care for the indigent and dependent poor. The GA Program is a County program funded solely by local County revenue. It has been established to offer assistance to Kings County residents who are unable to

(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

STUDY SESSION REGARDING THE GENERAL ASSISTANCE ELECTRONIC THEFT REPLACEMENT OF BENEFITS

October 17, 2023

Page 2 of 2

provide for their own needs and unable to qualify for state or federal public assistance programs.

For decades, Kings County has administered a GA Program through the Human Services Agency (HSA). On May 18, 2021, the Board approved the adoption of updated GA Program Standards and Procedures, encompassing operational changes, application procedures, eligibility criteria, and established a standard of aid amount. Kings County typically manages an average of 92 cases per month, which include employable and interim cases. Employable recipients are eligible for three months of benefits, while interim recipients receive benefits until a decision is reached regarding their Social Security benefit application. In August 2021, the County converted from distributing GA benefits through vouchers to Electronic Benefit Transfer (EBT) cards.

Across the nation, including California, there has been a surge in electronic benefits theft, commonly known as EBT Skimming and Scamming. Skimmed benefits involve illicitly capturing a customer's EBT card information through electronic devices, often without the recipient's awareness. Scammed benefits entail deceiving into unknowingly divulging their account information, which is then exploited for benefit theft; scammed benefits may be replaced no more than one-time in a 36-month period. Recipients have 90 calendar days to report the theft to the Agency. Since converting to EBT in August 2021, Kings County has identified eight instances of electronic theft of GA benefits totaling \$1,688 from April 2023 to present. The Agency cannot predict the amount of GA benefits that will be stolen.

The All County Letter (ACL) 18-148, issued by the Department of Social Services, stipulates that the County must replace EBT skimmed benefits. However, unlike cash and CalFresh theft, where reimbursements are covered by the State General Fund, stolen GA benefits are not reimbursed by the State. This poses a financial impact to the GA budget, as HSA is unable to predict the amount of benefits that will be skimmed or scammed. While certain counties replace skimmed or scammed GA benefits, others do not.

HSA seeks guidance from the Board on whether to replace or not replace the GA benefits resulting from EBT theft. The following are the options the department is presenting:

- A. Replacement of the GA benefits via warrant, direct deposit, or EBT
- B. No replacement of the GA benefits
- C. Replacement of the GA benefits via warrant or direct deposit only

The department would recommend option A in efforts to remain in compliance with state and federal mandates that govern EBT.



Study Session: General Assistance Electronic Theft

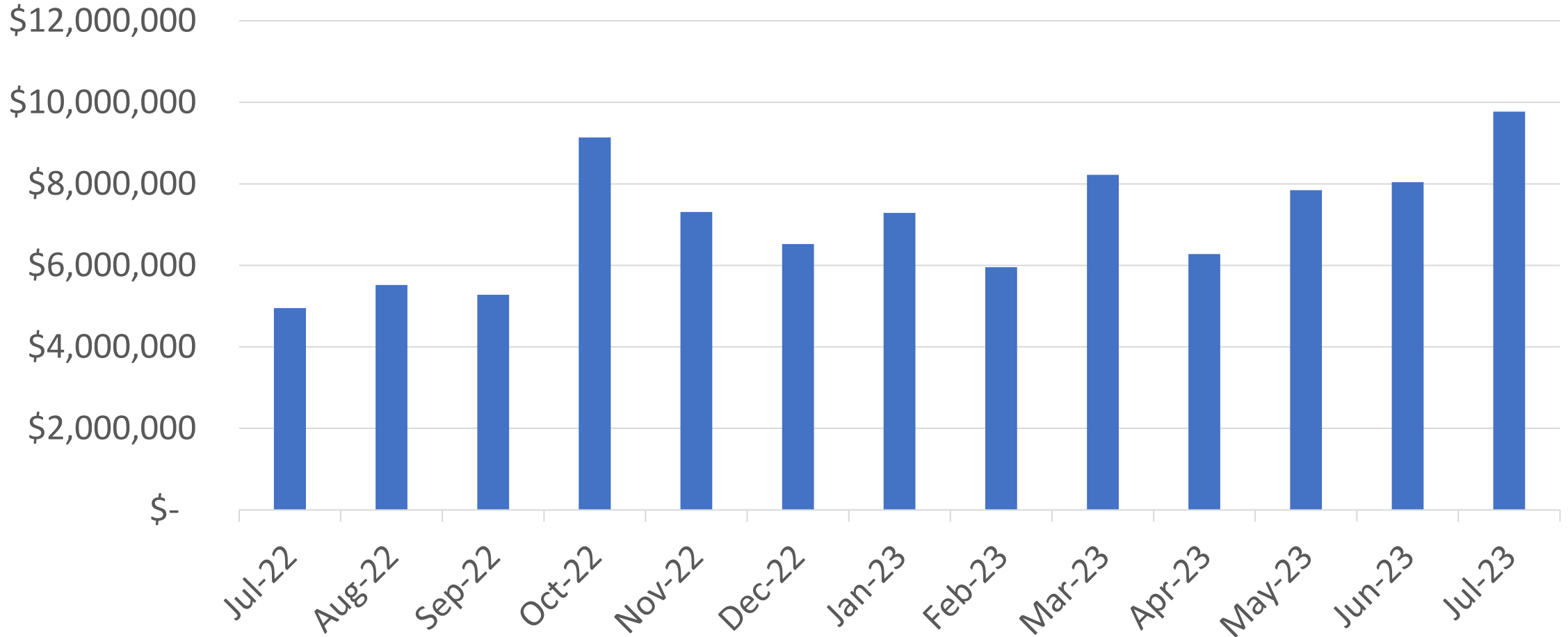
Presented to Kings County Board of Supervisors
October 17, 2023



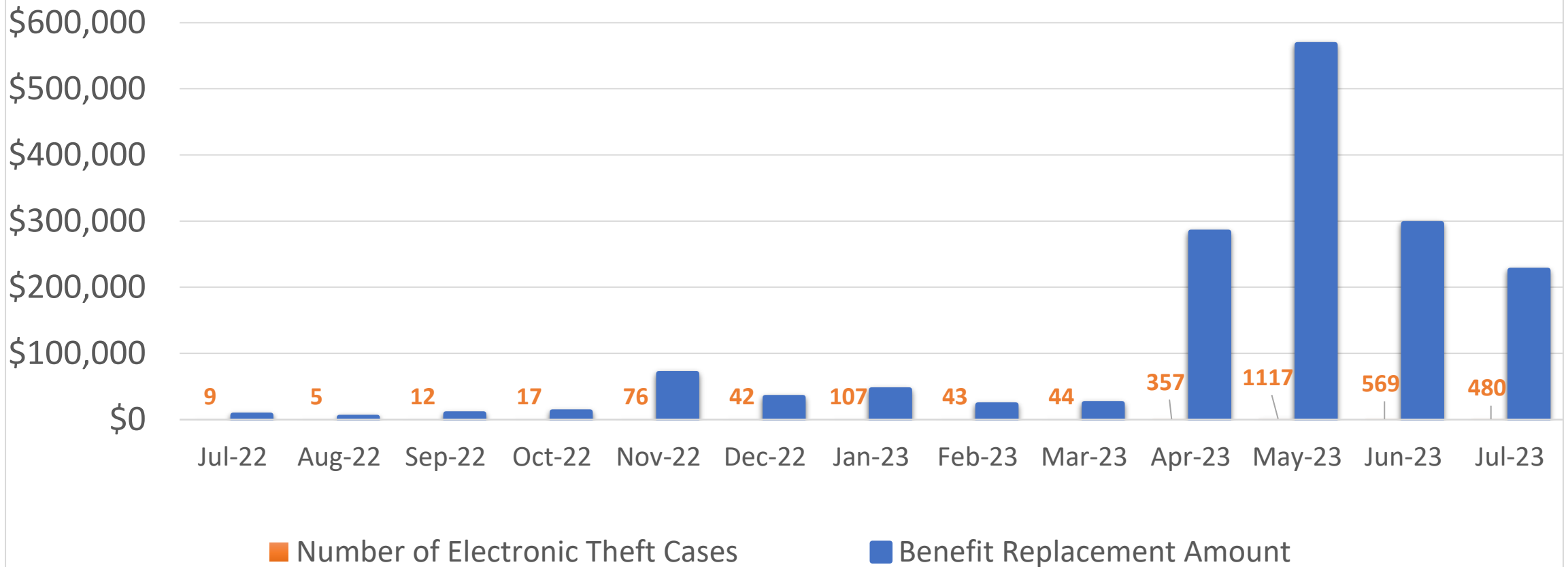
Overview

- Statewide Electronic Theft
- Kings County Electronic Theft
- State and County Efforts
- General Assistance Background
- Kings County General Assistance Average Caseload
- Kings County General Assistance Budget
- Issue Statement
- Proposals

Statewide Amount of Electronic Theft Cash & CalFresh



Kings County Amount Electronic Theft Cash & CalFresh





State and County Efforts

- The State is reimbursing the County for electronic theft in the cash and CalFresh programs from the State General Fund; GA is not reimbursed.
- The State is working on EBT card security to include chip/tap pay, planned for Spring 2024.
- HSA has been working with other counties to identify ways to be proactive regarding this issue.
- HSA has been informing its clients of skimming and scamming so they can make an informed decision on how to receive benefits and to update their pin codes
- To avoid repeat skimming of the same client, HSA has been adjusting the payment method from EBT card to warrant or direct deposit.



General Assistance Background

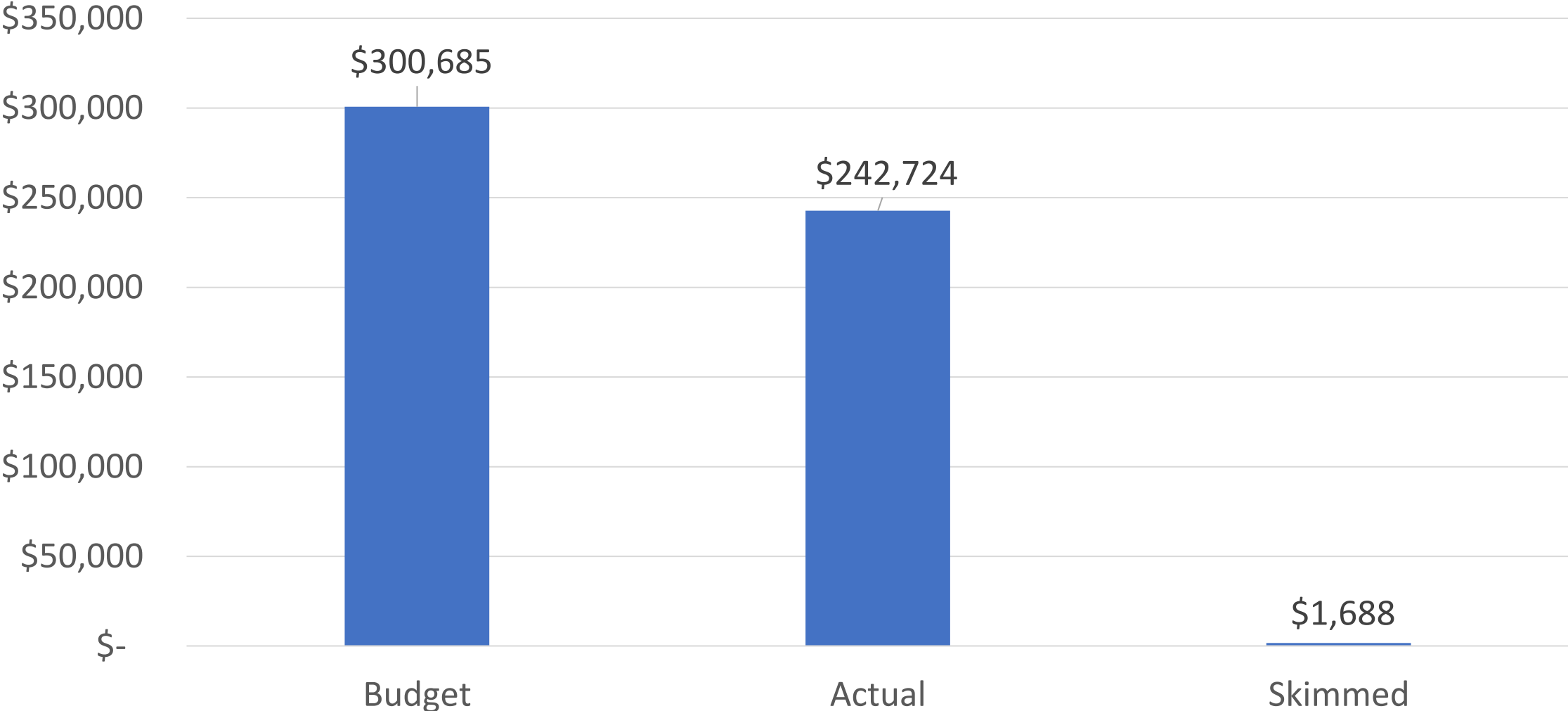
- California Welfare and Institutions Code § 17000:
 - Aid/Care Standards for Indigent and Dependent Poor
- GA Program
 - Aids residents ineligible to receive cash assistance
 - Funded by County general funds
- May 18, 2021: BOS adopted updated GA Standards/Procedures
- August 2021: Conversion from Vouchers to EBT Cards



Kings County GA Average Caseload

- General Assistance (GA) average caseload is 92 cases
- The caseload contains employable and interim cases
 - Employable are eligible for 3 months
 - Interims are eligible until the recipients SSA/SSI benefits are granted or denied

General Assistance Budget FY 2022/23





Issue Statement

- California has the option to deliver benefit assistance on EBT cards.
- Since April 2023, Kings County has identified eight instances of electronic theft of GA benefits totaling \$1,688.
- HSA replaced \$1,190 of GA theft benefits.
- However, has ceased due to lack of Board policy on issue and the unforeseeable financial impact it may have on the GA budget.



Recommendation – Replacement of GA Benefits - Option A

- GA benefits stolen via electronic theft will be replaced when a completed EBT 2259 is submitted within 90 calendar days.
- Per ACL 18-148, all cash assistance programs that are issued via EBT system are to be replaced if electronic theft occurs.
- Contra Costa, Solano, Sacramento, L.A., Stanislaus, and Alameda County are replacing these benefits.
- GA benefits continue to be issued via warrant, direct deposit or EBT.
- A change to warrant/direct deposit after client is skimmed.



Recommendation – Replacement of GA Benefits – Option B

- GA benefits stolen via electronic theft will not be replaced by the agency.
- Increase of Fair Hearings.
- Does not abide by regulation.
- Del Norte and Trinity County are not replacing these benefits.
- GA benefits to be issued at the recipient's request by either EBT, warrant or direct deposit.



Recommendation – Replacement of GA Benefits – Option C

- GA benefits stolen via electronic theft will be replaced by the agency.
- GA benefits to be issued via warrant or direct deposit only.
- Difficulty when cashing a warrant such as, check cashing fee, lack of identification, or no bank account.
- Recipients not having a bank account for direct deposit due not having enough money to meet the minimum balance requirement.



Tips to Keep your EBT Card and Benefits Safe

DO NOT

- Use ATMs that appear to have been altered
- Use ATMs with unusual signage, such as a command to enter your PIN twice to complete a transaction
- Keep your card and PIN together
- Share your PIN
- Write your PIN on your card, the card sleeve or on anything you keep with your card

DO

- ✓ Check your EBT balance weekly
- ✓ Check for unfamiliar charges
- ✓ Report suspicious activity on your EBT card immediately at (877) 328-9677 to cancel your card
- ✓ Change your PIN monthly before benefits are uploaded
- ✓ Request a new card
- ✓ View the video below for more tips

https://youtu.be/opg52FxKoSo?si=0mhx-PE_5BwPbM_3



Questions

Questions?