

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 31, 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=m70ffe4c0284a8180a9a142713f498d9a>

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<https://youtube.com/live/8EgPTjUZDfU?feature=share>

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Arthur Fox – New Hope Orthodox Presbyterian Church
PLEDGE OF ALLEGIANCE



II. COUNTY SERVICE AWARDS - Carolyn Leist

Acknowledge employees that have completed various milestones of County Service from the following departments: Human Resources, Information Technology, Probation, Public Guardian, Public Works and Behavioral Health.

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 24, 2023.
- B. Approval of the minutes from the regular meeting for October 24, 2023.

V. CONSENT CALENDAR

A. County Counsel:

- 1. Consider appointing Ralph Alcala as Director for Division 2, Jeb Headrick as Director for Division 3, and Clinton Church as Director for Division 4, to the Board of Directors of the Lakeside Irrigation Water District.
- 2. Consider reappointing Ronnie Fagundes as a Trustee to the Board of the Hanford Cemetery District to serve a four-year term that will begin January 1, 2024 and terminate on January 1, 2028.

B. Fire Department:

- 1. a. Consider authorizing the purchase of one kitchen range;
- b. Adopt the budget change. **(4/5 vote required)**

C. Public Health Department:

- 1. a. Consider approving an Agreement with the Department of Resources Recycling and Recovery for the Solid Waste Local Enforcement Agency grant, effective upon execution to June 30, 2024;
- b. Approve the acceptance of Solid Waste Local Enforcement Agency grant funds from the Department of Resources Recycling and Recovery.
- 2. a. Consider approving the Agreement with eClinicalWorks effective upon execution until terminated by either party;
- b. Authorize the Public Health Director, or designee, to approve upgrades and service enhancements.

D. Administration:

- 1. Consider denying the Claim for Damages filed by the Noma Law Firm, on behalf of Lloyd's London Underwriters.
- 2. a. Consider approving the Fourth Amendment with Vanir Construction Management, Incorporated for continued construction management during the construction phase of the Juvenile Center Remodel Project;
- b. Approve the Third Amendment to the Agreement with DLR Group, Incorporated for architectural and engineering services during the construction phase of the Juvenile Center Remodel Project;
- c. Adopt the budget change. **(4/5 vote required)**



VI.

REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis/Christi Lupkes/Laura Tafolla

1. Consider approving the Agreement with Kings View for Narcotic Treatment Program and Opioid Treatment Program services retroactively effective from July 1, 2023 through June 30, 2025.
2. Consider approving the Agreement with Aegis Treatment Centers, Limited Liability Company for Narcotic Treatment Program and Opioid Treatment Program services retroactively effective from July 1, 2023 through June 30, 2025.
3.
 - a. Consider approving Agreement Number 22-20107 with the California Department of Health Care Services for the intergovernmental transfer of funding for specialty mental health services retroactively effective from July 1, 2023 through December 30, 2026;
 - b. Approve Agreement Number 23-30093 with the California Department of Health Care Services for the intergovernmental transfer of funding for the Drug Medi-Cal services retroactively effective from July 1, 2023 through December 30, 2026.
4.
 - a. Consider approving the grant funding Agreement with the California Department of Health Care Services for the implementation of California Providing Access and Transforming Health services, effective upon execution through March 31, 2026;
 - b. Adopt the budget change. (4/5 vote required)

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

1. Consider adopting a Resolution proclaiming the month of November 2023 as National Prematurity Awareness Month and November 17, 2023, as World Prematurity Day.

C. Sheriff's Office – David Robinson

1. Consider approving the grant funding Agreement with the California Department of Health Care Services for the implementation of California Providing Access and Transforming Health services, effective upon execution through March 31, 2026.

D. Administration – Kyria Martinez/Domingo Cruz

Public Guardian/Veterans Service Office – Scott Holwell

1. Consider adopting a Resolution in support of Operation Green Light for veterans from November 6, 2023 through November 12, 2023.

E. Administration – Kyria Martinez

1. Consider approving the County's Telework Policy.

VII.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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



VIII. CLOSED SESSION

- ♦ **Significant exposure to litigation: (1 Case)**
[Govt. Code Section 54956.9 (d)(2)(e)(3)]
Receipt of Tort Claim or other written threat of litigation
Notice of Right to Sue: Charlie Flores
- ♦ **Conference with Real Property Negotiator: 2 Cases) [Govt. Code Section 54956.8]**
- ♦ **Property: 1426 South Drive, Hanford, CA 93230**
Negotiation Parties: Kyria Martinez
- ♦ **Property: 501 E. Kings Street, Avenal, CA 93204**
Agency Negotiator: Kyria Martinez
Negotiation Parties: State of California
Under Negotiation: Price and Terms of Payment

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, November 7, 2023 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

FUTURE MEETINGS AND EVENTS

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
December 5	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 31, 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 from the following departments: Human Resources, Information Technology, Probation, Public Guardian, Public Works and Behavioral Health.

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:

Human Resources
Information Technology (IT)

Probation
Public Guardian

Public Works
Behavioral 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 24, 2023

Time: 9:00 a.m.

Place: MULTI PURPOSE ROOM, Administration Building 1, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Bishop John Smith – Lily of the Valley Church
PLEDGE OF ALLEGIANCE
ALL MEMBERS PRESENT



II. COUNTY SERVICE AWARDS - Carolyn Leist

Acknowledge employees that have completed various milestones of County Service from the following departments: Administration, Agricultural Commissioner, Child Support Services, Department of Finance and Sheriff's Office.

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 .

Catherine Venturella, Clerk to the Board stated that the Board received six letters that will become part of the permanent record. Supervisor Valle asked staff if there was a concern for losing the funding for the Friday Night Live Program and is that why the Board received the letters from Corcoran High School students. Kyria Martinez, County Administrative Officer stated that there was not a threat to the funding for the program and the students were just voicing their concern.

Claire Fidiausi, Valley Voices representative stated that she is requesting the Board to not appoint the members to the eleven water districts as listed on the agenda under consent item B, County Counsel and to allow an election to be held instead of appointment in lieu due to the same members being appointed to multiple district boards.

Yvette Chaidez, Valley Voices representative stated that she also has concerns for the same members being appointed to multiple water districts and asked for elections to be held. She also stated t hat she is in support of the Friday Night Live Club program and asked the Board to approve the agreement to allow the program to continue.

Supervisor Valle asked staff to explain why the Board is the appointing authority for the in lieu of election appointments to the eleven water district boards on the agenda today. Diane Freeman, County Counsel stated that there are mandates in place that require the Board of Supervisors to appoint members in lieu to Special Districts when requested by the Districts and stated that all nominations were completed and filed and no other applications were received.

Scott Holwell, Veteran's Services Officer/Public Guardian announced that he is in receipt of vouchers for Veteran's and their families to attend the House of Champions 4 boxing event on November 17, 2023 at Chukchansi Park in Fresno. He stated that to get the vouchers please contact his office or come by during business hours. Supervisor Valle stated that the vouchers are for Veteran's, Public Safety, Fire and any Kings County residents and their families and thanked Scott Holwell for his help on dispersing the vouchers.

IV. APPROVAL OF MINUTES

A. Approval of the minutes from the regular meeting for October 17, 2023.

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

V. CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider approving the advanced step hire of Rosaura Heredia as a Recovery Support Coordinator II at Salary Range 199.0, Step 5.
2. Consider approving the Agreement with California Mental Health Services Authority for Revenue Cycle Management and State Reporting Services effective upon execution through March 20, 2029. **[AGMT 23-161]**



3. Consider approving the amendment to the Agreement with Advocates for Human Potential, Incorporated for the Mental Health Mobile Crisis Planning Grant effective upon execution through June 30, 2025. **[AGMT 22-173.1]**

B. County Counsel:

1. Consider appointing Dominic Sween, Erik Hansen, and Mark Unruh to four-year terms as Trustees of the Tulare Lake Reclamation District No. 749 in lieu of election, to qualify, take office, and serve exactly as if elected at a general district election.
2. Consider appointing Dominic Sween and Gabe Cooper to four-year terms as Trustees of the South-Central Reclamation District No. 2125 in lieu of election, to qualify, take office, and serve exactly as if elected at a general district election.
3. Consider appointing Beau Howard and Dominic Sween to four-year terms as Trustees of the North Central Consolidated Reclamation District No. 2071 in lieu of election, to qualify, take office, and serve exactly as if elected at a general district election.
4. Consider appointing Mark Unruh, Dominic Sween, and Brian Bergman to four-year terms as Directors of the Salyer Water District in lieu of election, to qualify, take office, and serve exactly as if elected at a general district election.
5. Consider appointing Mark Unruh, Dominic Sween, and Justin Spellman to four-year terms as Trustees of the Homeland Reclamation District No. 780 in lieu of election, to qualify, take office, and serve exactly as if elected at a general district election.
6. Consider appointing Mark Unruh, Dominic Sween, and Justin Spellman to four-year terms as Trustees of the El Rico Reclamation District No. 1618 in lieu of election, to qualify, take office, and serve exactly as if elected at a general district election.
7. Consider appointing Mark Unruh and Dominic Sween to four-year terms as Trustees of the Delta Lands Reclamation District No. 770 in lieu of election, to qualify, take office, and serve exactly as if elected at a general district election.
8. Consider appointing Dominic Sween, Erik Hansen, and Mark Unruh to four-year terms as Trustees of the Lovelace Reclamation District No. 739 in lieu of election, to qualify, take office, and serve exactly as if elected at a general district election.
9. Consider appointing Mark Unruh and Dominic Sween to four-year terms as Directors of the Melga Water District in lieu of election, to qualify, take office, and serve exactly as if elected at a general district election.
10. Consider appointing Michael Nordstrom to a four-year term as Trustee of the Wilbur Reclamation District No. 825 in lieu of election, to qualify, take office, and serve exactly as if elected at a general district election.
11. *Consider appointing Michael Nordstrom, Michael Sullivan, and Carlo Wilcox to serve as the November 2023 Election Board for the Tulare Lake Reclamation District No. 761.*

**ITEM
PULLED**

C. Human Services Agency:

1. Consider approving the Agreement with Kings United Way to provide Medi-Cal Navigators and Medi-Cal Expansion outreach services to agricultural working families effective October 24, 2023 through September 30, 2024. **[AGMT 23-162]**

D. Public Health Department:

1. Consider approving the Agreement with Grand Canyon University to provide students practical experience in Public Health Nursing through field experience placements within the Department of Public Health, effective upon execution until terminated by either party. **[AGMT 23-174]**

E. Sheriff's Office:

1. Consider approving the Agreement with Stacie Myers-Dowd for aircraft hangar space at the Hanford Municipal Airport retroactively effective from October 7, 2023 for a ten-year term. **[AGMT 23-175]**



2. a. Consider authorizing the purchase of the Bosch Video Management Software for the Kings County Jail;
- b. Adopt the budget change. **(4/5 vote required)**

F. Administration:

1. Consider approving the Fourth Amendment to the Agreement with California Forensic Medical Group, Incorporated for the provisions of medical, behavioral health, and dental care services for individuals detained in the Kings County jail and the Kings County juvenile center. **[AGMT 20-033.4]**
2. Consider rescinding the declaration of a local health emergency due to non-renewal by the Kings County Public Health Officer.
3. Consider adopting a Resolution approving the financing and the issuance of up to \$30,000,000 in exempt facility bonds for a qualified residential rental project by the California Public Finance Authority for Ascent Affordable, Limited Partnership. **[RESO 23-072]**
4. Consider adopting a Resolution approving the financing and the issuance of up to \$150,000,000 in exempt facility bonds for a qualified solid waste disposal facility project by the California Public Finance Authority for TPI-Holloway Metals Recovery, Limited Liability Company. **[RESO 23-073]**

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

VI.

REGULAR AGENDA ITEMS

A. Behavioral Health Department – Lisa Lewis/Christi Lupkes

1. a. Consider approving an Agreement with Department of Health Care Services for Substance Use Disorder Services retroactively effective from July 1, 2023 through June 30, ~~2023~~2027; **[AGMT 23-176]**
- b. Adopt a Resolution authorizing the Chairman to sign the Agreement with Department of Health Care Services for Substance Use Disorder Services retroactively effective from July 1, 2023 through June 30, 2027. **[RESO 23-074]**

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

2. a. Consider approving the second amendment with the Tulare County Superintendent of Schools to accept increased funding for the implementation of Friday Night Live prevention programs retroactively effective from July 1, 2022 through June 30, 2024; **[AGMT 22-216.2]**
- b. Adopt the budget change. **(4/5 vote required)**

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

3. a. Consider approving the Mental Health Services Act Fiscal Year 2023-2024, 2024-2025, and 2025-2026 Three-Year Integrated Program and Expenditure Plan for submission to the Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission;
- b. Authorize the Kings County Behavioral Health Director and Kings County Auditor-Controller to sign the County Certifications for the Mental Health Services Act Three-Year Integrated Program and Expenditure Plan. **[AGMT 23-177]**

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

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

1. Consider adopting a Resolution proclaiming October 2023 as Breast Cancer Awareness Month in Kings County. **[RESO 23-075]**

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



C. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1. Consider awarding the construction contract to Kroeker Incorporated for the Stratford Levee Construction project. [AGMT 23-154 from 7/11 and 9/26]

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

VII.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Neves stated that that he continues to monitor the Tulare Lake flooding and it continues to recede about 3” weekly, he attended the Pink Passion Picnic, attended the Lemoore High School fall concert, attended the Kings/Tulare Master Plan for Aging, attended the Kings Economic Development Corporation luncheon, cooked for the Kettleman City Community event and thanked everyone who helped at the event, attended the Lemoore High School football game, attended the downtown Lemoore Candy Crawl, attended the Kings County Friends of the Library fall book sale, attended the 1970-1984 Lemoore High School Class reunions, attended the Knights of Columbus breakfast, attended the Kings County Behavioral Health Advisory Committee and attended the West Hills College Lemoore meeting.

Supervisor Robinson stated that he attended the San Joaquin Valley Air Pollution Control District meeting, attended the CalViva meeting and attended the Hanford Christian Harvest Festival.

Supervisor Valle stated that he attended the Kettleman City Community event and thanked everyone who worked on the event to benefit the community and stated that he would not be at the meeting on October 31, 2023 as he will be traveling to Memphis Tennessee to get married on November 3, 2023 at Graceland.

- ◆ **Board Correspondence: Kyria Martinez stated that the Board received correspondence from the Board of State and Community Corrections dated September 29, 2023 regarding Corrective Action Plan Follow-Up of Kings County Juvenile Center Camp, and Secure Youth Treatment Facility.**
- ◆ **Upcoming Events: Kyria Martinez stated that the Kings County District Attorney Victim Witness Assistance Program will host the Rock the Purple Luncheon on Thursday, October 26, 2023 from 11:30 a.m. – 1:00 p.m. There will be a Domestic Violence Awareness Free Luncheon at First Baptist Hanford located at 9125 13 ½ Avenue in Hanford. Thereafter from 5:30 p.m. – 7:30 p.m. at the Kings Art Center there will be the Clothesline Project Exhibit which will be a display of various shirts made by survivors of violence or those who have lost loved ones to violence each represented by the different colored shirts. Both events raise awareness for survivors of assault and abuse. There will be a Trunk or Treat event in Stratford at St. Joseph Catholic Church Parking lot located at 19300 Empire St., Stratford on Thursday, October 26, 2023 from 6:00 p.m.-8:00 p.m. There will be a costume contest and a free pumpkin giveaway. The City of Avenal will host their Annual Trunk or Treat event on October 27, 2023 at the Avenal High School Parking Lot from 5pm-8pm. There will be various community resources and candy that will be handed out. 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: Kyria Martinez stated that the following items would be on a future agenda: Administration - Claim for Damages, Juvenile Center remodel project – Agreement Amendments with Vanir Construction Management, Inc and DLR Group Inc., Operation Green Light 2023 Resolution; Behavioral Health Department -Path 3 Grant Agreement, Kings View NTP/OPT Agreement, Aegis NTP Agreement, DHCS SMHS/DMC IGT Agreements;**



County Counsel - Appointments of Trustees or Directors to the Lakeside Irrigation Water District and Hanford Cemetery District; Fire Department - Purchase of a kitchen range; Public Health – Resolution Proclaiming November 2023 as National Prematurity Awareness Month; Solid Waste Local Enforcement Agency Grant Agreement, and EClinical Works Software License and Support Addendum; Human Resources - County Service Awards Presentations; Public Works Department - Parks equipment lease to own purchase.

VIII. 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

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, October 31, 2023 at 9:00 a.m. in the Multi Purpose Room, entrance is located across the hall from Board Chambers.

<i>FUTURE MEETINGS AND EVENTS</i>		
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

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Dear members of the Board,

My name is Ashley Ramirez and I am a junior at Corcoran High School. I am writing as a member of the Friday Night Live and as someone who doesn't want to lose the power of my voice. Friday Night Live has provided me and other students at CHS an opportunity to be involved, our right to be involved in our future. To take away funding is to take away our voices. Not only are youth empowered by ~~the~~ Friday Night Live, but it also exposes us to leadership opportunities, networking, and a safe space. Though you may feel that your money might be used or needed for other things, I hope you consider us to keep the funding for ~~the~~ the future of Kings County. We wish to keep our right to be involved, our voice, and leadership. Thank you for your time!

- Sincerely

Ashley Ramirez

Anahi Aldaco
Sol Youth
13, October 2023

Dear board members, my name is Anahi Aldaco and I am speaking on behalf of the Friday Night Live program. This program has both supported and reassured me that there are resources available around that gives us low-income students opportunities that aren't usually available. This club gave me multiple experiences that I wouldn't be able to relive because of the funding that you provided. I was able to speak out and gain the confidence to speak out about my community because of this club, I hope you take this letter into consideration and continue to fund the Friday Night Live Program.

Sincerely,
Anahi Aldaco

Dear members of the board,

I am writing to you as a current member Friday Night Live Corcoran. I am currently a junior at Corcoran High. FNL has provided me with a number of opportunities. Some of these opportunities include a chance at bettering my community, meeting new friends, and bettering my future.

Although to you this club may be seen as a waste of money and you may think you can be spending your profits some place else. But, by going through with that decision, you will be taking away a number of opportunities from many low-income students. So, I implore you to rethink your decision and to continue to support FNL.

Sincerely, Araceli G.

Dear Members,

My name is Tenzin bulind, a Junior at Corcoran Highschool. I am writing to you as a member of the Friday Night Live Corcoran Chapter with the California Health Collaborative and ask for approval to continue the program as it has provided me with a platform for my voice and opinion, an opportunity most don't have. This program has helped me by educating me in substance-abuse prevention as well as mental health. Programs like FNL should continue because it informs youth of issues like, substance prevention, mental health and much more.

Thank you for your time and consideration.

Sincerely,

Tenzin

Dear members of the board,

My name is Isabel Morado and I am a junior at Corcoran High School. I am writing as a member of the Friday Night Live Corcoran Chapter with the California Health Collaborative; and ask for approval to continue the program as it has provided me with the ability to speak out against and spread the awareness of youth substance abuse. This program has helped me with public speaking, getting educated on substance abuse, and bettering my future. It has also given a platform for me and my peers opinions. Although you believe that your funds could be given to a better program, you will be taking away opportunities from low income students to be educated. It will be much appreciated if you take into consideration to continue funding our program.

Thank you for your time and consideration
Sincerely, Isabel Morado

Dear members of the board,

My name is Julissa Palomares and I am currently a Junior at Corcoran High School. Ever since I joined SOL YOUTH my freshman year, I have been given the opportunity to participate in countless community events here in Corcoran, CA. Not only do these events hosted by SOL help our youth here to connect and interact with other youth, but they also offer community service hours to boost our resumes. FNL has given me as well as many other youth a chance to have our voices be heard in our community, and to have an impact on youth leadership. By removing funding from FNL, these opportunities that have only done good to us will be removed, vanished, gone. FNL has done so much for our community, and I hope you take this letter into consideration while making your final decision. Thank you for reading this letter!

sincerely,

Julissa Palomares



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 31, 2023

SUBMITTED BY: County Counsel – Diane Freeman

SUBJECT: APPOINTMENT OF DIRECTORS TO THE LAKESIDE IRRIGATION WATER DISTRICT

SUMMARY:

Overview:

The Lakeside Irrigation 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 Water Code section 35100 and Elections Code Section 10515.

Recommendation:

Appoint Ralph Alcala as Director for Division 2, Jeb Headrick as Director for Division 3, and Clinton Church as Director for Division 4, to the Board of Directors of the Lakeside Irrigation Water District.

Fiscal Impact:

None.

BACKGROUND:

Pursuant to Elections Code section 10515, if the number of persons filing declarations of candidacy for a district office does not exceed the number of offices to be filled, the Board of Supervisors must appoint the candidate(s) in lieu of holding the election. The secretary of Lakeside Irrigation Water District (“District”) has certified that the District is conducting an election for one director for each of its Divisions Two (2), Three (3) and Four (4). The District’s Secretary further certified that only one person has filed a declaration of candidacy for each of these positions. Accordingly, the District requests that the Kings County Board of Supervisors appoint these individuals in lieu of election. The appointees shall take office at noon on the first Friday in December 2023 in accordance with Elections Code section 10554. Prior to taking office, each elective officer shall take the official oath and execute any bond required by the principal act.”

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 31, 2023

SUBMITTED BY: County Counsel – Diane Freeman

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

SUMMARY:

Overview:

Under Health and Safety Code section 9021, the Kings County Board of Supervisors may appoint a trustee to public cemetery district boards. There is one current opening on the Hanford Cemetery District board.

Recommendation:

Reappoint Ronnie Fagundes as a Trustee to the Board of the Hanford Cemetery District to serve a four-year term that will begin January 1, 2024 and terminate on January 1, 2028.

Fiscal Impact:

None.

BACKGROUND:

The Hanford Cemetery District (“District”) has a five-member Board of Trustees. The Trustees each serve staggered four-year terms that commence the first Monday in January. The District’s office manager has requested that the Kings County Board of Supervisors reappoint Mr. Fagundes, to a new four-year term beginning January 1, 2024 through January 1, 2028.

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 31, 2023

SUBMITTED BY: Fire Department – William Lynch
SUBJECT: APPROVAL FOR PURCHASE OF A KITCHEN RANGE

SUMMARY:

Overview:

The Fire Department is seeking approval to purchase a new kitchen range for Station 11 in Corcoran.

Recommendation:

- a. Authorize the purchase of one kitchen range;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to the General Fund. The purchase amount of \$6,323 shall be expensed from the Fire Fund; Budget Unit 241000. The funds are included in the adopted budget year, however the funds are being moved from one categorical area within the budget to a fixed asset account requiring Board approval.

BACKGROUND:

The current kitchen range at Station 11 has been in service and used every single day since 1978. Due to its age, the range continues to break down and it has been increasingly difficult to find parts. The range also has a gas pilot light system that is always on. From time to time during routine cleaning, the pilot flame can accidentally be put out and not noticed, allowing carbon monoxide to fill the kitchen area. The new range the department is seeking to purchase has previously been purchased for both Station 6 and Station 10.

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

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

(B) Budget Transfer:

Transfer From:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount to be Transferred Out
FIRE	FIRE	Household	300120	241000	92011	6,323.00
TOTAL						

Transfer To:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	Amount Transferred In
FIRE	FIRE	Asset Equipment	300120	241000	94000	6,323.00
TOTAL						

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

Dept. of Finance Approval _____	Department Head <u>William Lopez</u>
Administration Approval <u>Matthew Smith</u>	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 31, 2023

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

SUMMARY:

Overview:

The Environmental Health Services Division of the Department of Public Health is the designated Local Enforcement Agency responsible for solid waste management in Kings County. Approval has been granted by the California Department of Resources Recycling and Recovery for Solid Waste Local Enforcement Agency grant funding. Similar grants have been received annually since 1992.

Recommendation:

- a. Approve an agreement with the Department of Resources Recycling and Recovery for the Solid Waste Local Enforcement Agency grant, effective upon execution to June 30, 2024;
- b. Approve the acceptance of Solid Waste Local Enforcement Agency grant funds from the Department of Resources Recycling and Recovery.

Fiscal Impact:

The grant revenue of \$19,666 is included in Fiscal Year 2023-24 County adopted budget under budget unit 411500 Environmental Health Services.

BACKGROUND:

The grant application was approved by the Board, resolution number 23-029, on May 2, 2023. The California Department of Resources Recycling and Recovery (CalRecycle) has approved a Local Enforcement Agency (LEA) grant of \$19,666 on August 14, 2023. CalRecycle requires grantees to provide an electronically signed Grant Agreement by November 7, 2023.

The grant funds will be used for personnel, equipment, and training costs necessary to implement the county’s solid waste program mandated by Cal Recycle. Of the total grant amount, \$17,666 will be allocated to personnel expenses to help defer the cost of performing the required number of annual onsite inspections. Additionally, the grant will help offset the cost of responding to complaints of illegal dumping; \$1,000 will be allocated training related expenses and \$1,000 will be allocated to procure essential PPE including boots, high visibility vests, gloves, eye protection, and related equipment.

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

SOLID WASTE LOCAL ENFORCEMENT AGENCY GRANT

May 23, 2023

Page 2 of 2

This agreement 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>



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 31, 2023

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

SUBJECT: ECLINICALWORKS SOFTWARE AGREEMENT

SUMMARY:

Overview:

Kings County Department of Public Health has utilized eClinicalWorks software since 2008 for scheduling appointments, electronic billing, and generating statistical data required by state and federal programs. Over the last 15 years, the Department’s electronic medical records software has become outdated.

Recommendation:

- a. Approve the agreement with eClinicalWorks effective upon execution until terminated by either party;
- b. Authorize the Public Health Director, or designee, to approve upgrades and service enhancements.

Fiscal Impact:

The Fiscal Year 2023-24 adopted county budget unit 411300 includes \$300,250 to fund the upgrades associated with the recommended action. The adopted budget also includes \$33,075 for the annual maintenance expense under 411100. The future annual maintenance expenses will be included in the respective years’ budgets.

BACKGROUND:

eClinicalWorks (ECW) has been a market leader in the healthcare technology solution field for more than 20 years. More than 150,000 doctors and nurse practitioners, 850,000 medical professionals, and more than 80,000 facilities rely upon ECW to deliver software solutions to manage their practice. Through nine data centers ECW provides rapid and scalable access to patient data in safe and secure servers. Redundancies and advanced technologies ensure reliable, high-speed access to data 24/7.

(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

ECLINICALWORKS SOFTWARE AGREEMENT

October 31, 2023

Page 2 of 2

ECW's integrated healthcare IT solutions include tools for scheduling, real-time patient insurance eligibility, electronic health records (EHR), claim processing, remote patient monitoring, and many other services. Through a connection with CommonWell and Carequality nationwide networks, ECW's EHR includes hospital interoperability.

The Kings County Department of Public Health (KCDPH) has used eClinicalWorks since the Board approved an agreement (#08-102) on September 30, 2008. Since that time, ECW has introduced various improvements to the software. An upgrade to the existing software will allow the department to take advantage of improved functionality to better serve clients and more efficiently generate statistical data required by the various state and federal funding agencies.

As a result of staff turnover and the considerable time elapsed since the initial implementation of the eClinical software, the EHR utilized by KCDPH has become outdated and requires the professional services of eClinicalWorks' certified staff to better serve the residents of Kings County. The necessary upgrades include EHR super user training, workflow analysis, custom reports, and the improvement of billing workflows to automate processes and efficiently bill out of eClinicalWorks. The specific upgrades and enhancements required are currently unknown and will be determined through a collaborative effort between eClinicalWorks' staff and the department's staff. Each work order for upgrades and enhancements to be performed by the eClinical staff will require the review and approval of the KCDPH Director.

In discussions with eClinical, KCDPH has established a conservative one-time budget of \$300,250 to update and upgrade the department's EHR. The annual cost of the agreement, excluding professional services, is estimated to be \$27,832. However, annual costs may increase according to the terms of the agreement.

ECW has provided a certificate of insurance with ten-million-dollars in Umbrella Liability coverage and separate from that, ten-million-dollars in Technology and Professional Liability coverage but has declined to indemnify the County. An indemnification clause provides protection for harm or loss caused by a party's actions or omissions, breaches of representations, warranties, covenants, and other contractual violations. The indemnifying party assumes the responsibility to protect the indemnified party from financial harm and cover the costs of any losses that may result. The Technology and Professional Liability policy does, however, include coverage for errors, omissions, mistakes, and negligence in technology services or products provided.

Risk Management will not endorse the insurance policy without an indemnification clause. The previously executed agreement between the County and ECW (#08-102) did not include the indemnification clause. The Department has a long history of working with eClinicalWorks and believes that the benefits of proceeding with the software agreement outweigh the risks associated with doing so without an indemnification clause due to the assurances provided by the Technology and Professional Liability coverage carried by ECW.

The County's Information Technology Department has reviewed and approved the requested software updates.

This agreement 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>



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 31, 2023

SUBMITTED BY: Administration – Kyria Martinez/Sarah Poots
SUBJECT: CLAIM FOR DAMAGES FILED BY NOMA LAW FIRM

SUMMARY:

Overview:

Upon receipt of the Claim for Damages, Administration and County Counsel investigated the allegations of the claimant and determined that there is no liability against County of Kings.

Recommendation:

Deny the Claim for Damages filed by the Noma Law Firm, on behalf of Lloyd's London Underwriters.

Fiscal Impact:

None.

BACKGROUND:

On September 18, 2023, a Claim for Damages was filed by the Noma Law Firm on behalf of Lloyd's London Underwriters. The claimant alleges that the County failed to act reasonably in diverting excess water and failed to give reasonable notice to local businesses of the potential for flooding to allow precautionary safeguarding of property and moving inventory. Claimant alleges this resulted in damages to multiple properties (including 4645, 4647, 4971 and 4973 Racine Road, Corcoran, CA 93212) owned by Foster Poultry Farms. After investigation of the claim, the Administration Department and County Counsel's office finds that the County is not liable for any damages. Pursuant to Government Code section 912.6, staff recommend the Board find that the claim is without merit and deny the claim.

BOARD ACTION :

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

I hereby certify that the above order was passed and adopted
on _____, 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 31, 2023

SUBMITTED BY: Administration – Kyria Martinez/Domingo C. Cruz

SUBJECT: AGREEMENT AMENDMENTS WITH VANIR CONSTRUCTION
MANAGEMENT, INCORPORATED AND DLR GROUP INCORPORATED

SUMMARY:

Overview:

On September 13, 2022, the Board entered into its third agreement amendment with Vanir Construction Management, Incorporated (Inc.) to provide construction management and other services for the County's Juvenile Center Remodel Project, as funded under Senate Bill 81 (SB 81 Project) due to unforeseen delays of the project during the construction phase. On October 24, 2019, the Board also entered into its second agreement amendment with DLR Group Incorporated (Inc.) due to the conversion of the Day Reporting Center (DRC) and classroom buildings to modular construction. It is being requested that the Board amend these agreements for continued construction management, and architectural and engineering services of the SB 81 Project due to additional State Fire Marshal requirements of the project during the construction phase.

Recommendation:

- a. Approve the Fourth Amendment with Vanir Construction Management, Incorporated for continued construction management during the construction phase of the Juvenile Center Remodel Project;
- b. Approve the Third Amendment to the Agreement with DLR Group, Incorporated for architectural and engineering services during the construction phase of the Juvenile Center Remodel Project;
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

The total cost of the additional funding is \$89,550, which will be funded from the Capital Outlay

(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

JUVENILE CENTER REMODEL PROJECT – AGREEMENT AMENDMENTS WITH VANIR CONSTRUCTION MANAGEMENT, INCORPORATED AND DLR GROUP INCORPORATED

October 31, 2023

Page 2 of 2

Contingency, Budget Unit 990600 to KC SB 81 Project, Budget Unit 700003. Vanir Construction Management, Inc.'s total amendment to the agreement is \$39,600 and DLR Group, Inc.'s is \$49,950.

BACKGROUND:

The SB-81 Project consists of remodeling and an expansion of the County's existing Branch Jail facility, which builds a new Juvenile Center and Juvenile Day Reporting Center. The remodel and new construction include housing, classrooms, program space, office space, and a day reporting center. The project includes 32-beds, classroom space, medical and programming space, a booking and intake control room, outdoor recreation, warming kitchen, and yard areas.

The project also includes, but is not limited to, electrical; plumbing; mechanical; heating, ventilation, and air conditioning; security; and fire protection systems, and all other necessary appurtenances. This will enable the facility to be better equipped to provide services to the entire juvenile population.

As the Juvenile Center project progressed to completion during the construction phase, the project met unexpected delays due to the State Fire Marshal (SFM) Field Inspector's final inspection in early June of 2023. The SFM's Field Inspector did a preliminary inspection of the new construction in May and required that a portion of the recently installed detention glass be replaced with fire rated detention glass. The SFM stated that the north side of the existing corridor wall of building one is a one-hour fire rated wall, and all glass in this area needs to also be fire rated. The architect and project inspector of record (county building inspector) reviewed the design documents and codes, and met with the SFM to resolve the issue, but was not approved.

Due to the above reason, the architectural drawings must be updated by DLR Group Inc, which has been completed, and is currently being reviewed by the SFM before it is given to the General Contractor for pricing, estimation of the project's timeline, and procurement of needed supplies to finish the project. Since the detention glass is a special ordered item, it added additional delays in finishing the project. The original estimated completion date was June 30, 2023, but now it is projected to be April 1, 2024. It is also anticipated that the occupancy date is July 26, 2024.

Staff requests that the Board approve Vanir's and DLR's agreement amendments in order to move the project forward to completion.

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

Agreement No. 15-058.4

**FOURTH AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF KINGS AND VANIR CONSTRUCTION MANAGEMENT, INC.
FOR CONSTRUCTION MANAGEMENT AND OTHER SERVICES RELATED
TO THE SB 81 JUVENILE CENTER REMODEL PROJECT**

This fourth amendment (“4th Amendment”) to Agreement No. 15-058 (the “Agreement”) is entered into on _____, 2023 (the “4th Amendment Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and Vanir Construction Management, Inc., a California corporation (“Contractor”) (singularly a “Party” and collectively the “Parties”).

R E C I T A L S

WHEREAS, the County and Contractor entered into the Agreement that commenced June 23, 2015, for construction management and other services related to the SB 81 Juvenile Center Remodel Project; and

WHEREAS, Section 4.2 of the Agreement authorizes the Parties to modify terms of the Agreement by a written amendment, executed by the Parties; and

WHEREAS, the Parties intend to amend the Agreement to: (1) increase the not-to-exceed amount of the Agreement by \$39,600, for a total amount of \$898,370; and (2) continue the SB-81 construction project to completion per the additional requirement from the Office of State Fire Marshall to modify existing openings;

NOW, THEREFORE, the Parties agree as follows:

1. The amount of the Agreement is hereby increased as set forth in the recitals, and fees for the additional scope of work described in Section 2 shall be invoiced by Contractor consistent with the schedule set forth in **Attachment 1**.
2. The additional work set forth in **Attachment 1** hereto is hereby added to the Scope of Work of the Agreement.
3. The recitals and attachments are integral to and incorporated into this 4th Amendment by this reference.
4. All other terms and conditions of the Agreement remain in full force and effect.
5. The Parties may execute this 4th Amendment by electronic means, and in two (2) or more counterparts, that together constitute one (1) agreement.

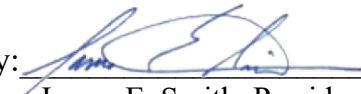
6. Each signatory below represents it is authorized to enter this 4th Amendment and bind the Party that its signature represents.

IN WITNESS WHEREOF, the Parties executed this 4th Amendment as of the 4th Amendment Effective Date.

COUNTY OF KINGS

VANIR

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

By:  _____
James E. Smith, President

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM
Diane Freeman, County Counsel

By:  _____

Exhibits/Attachments:

Attachment 1: Additional Scope of Work and Fee Schedule

Attachment 1

Purpose: Contractor's project manager shall perform contract administration services to the County Administrative Officer or designee's reasonable satisfaction and shall establish and implement procedures among Contractor, the architect, and the Office of the State Fire Marshal, to address the additional requirement from the Office of the State Fire Marshall to modify existing openings.

Timeline: This additional Scope of Work shall be completed by Contractor within one hundred eighty (180) days of the 4th Amendment Effective Date, unless extended by mutual agreement of the parties. The County shall not unreasonably deny an extension to address a delay caused by circumstances beyond Contractor's reasonable control, including delays caused by the County's acts or omissions; provided, however, that in case of any delay beyond Contractor's reasonable control, Contractor shall give the County written notice of the circumstances resulting in the delay within ten (10) calendar days of the date the Contractor knows or should know such circumstances.

Deliverables:

- **Task No. 1: Meet and Review Plans & Details:** manage/organize all meetings, address all contractor questions, track all correspondence, and coordinate any addenda reasonably necessary to the additional scope of work.
- **Task No. 2: Document Control Procedures:** oversee the process for submission, review, and tracking of project documents, including, without limitation, RFIs, ASIs, proposed and approved change orders, payment requests, and schedule updates.
- **Task No. 3: Jobsite Meetings:** Coordinate, attend, and take notes at job site meetings and provide follow-up as needed.
- **Task No. 4: Record Documents:** coordinate and expedite the processing and submission by the contractor of "record" documents.

Proposed Fees: Fees shall be charged at the rate of One Hundred Sixty-five Dollars and No Cents (\$165.00) per hour, plus travel and office expenses reasonably and actually incurred, subject to the terms and conditions of the Agreement, for a total amount not to exceed Thirty-nine Thousand Six Hundred Dollars and No Cents (\$39,600.00). Whenever reasonably practicable, telephone or online conferences will be used to reduce the need for travel.



Construction Management, Inc.

2444 Main Street, Suite 130
Fresno, CA 93721
TEL 559-496-0536
FAX 559-860-0173
www.vanir.com

October 2, 2023

Mr. Domingo Cruz, Admin Analyst

County of Kings
1400 W. Lacey Blvd.
Hanford, CA 93230
Email:

RE: **Kings County Juvenile Detentions Remodel (SB 81) – Add Services Request – 04, OSFM Modifications**

Dear Domingo

Based on our discussion, our proposal to provide Contract Administration and Construction Management services for the **Kings County Juvenile Detentions Remodel (SB 81) – Add Services Request – 04, OSFM Modifications** has been reviewed. Below is our proposed scope of services and fee proposal for project management.

Proposed Services:

Construction Management and Contract Administration Phase Services (~ 6 months)

Vanir's project manager will be responsible for contract administration and will establish and implement the required procedures between the OSFM, the Architect and the Contractor. Success during the construction phase depends on the establishment and implementation of proper project controls systems along with the establishment of positive working relationships.

Task # 1 – Meet and review Plans and Details: We will assist in managing all meetings, contractor questions, tracking all correspondence, assist in setting up meetings, and coordinate any addenda's required to go out to the contractor in a timely manner.

Task #2 – Document Control Procedures: Vanir will oversee the formal process for submission and tracking of project documents including correspondence, submittals, request for information (RFI's), architect's supplemental instructions (ASI's), proposed change orders, change orders, payment requests, schedule updates and all other contractually required documents; and will provide review of said documents for potential issues.

Task #3 – Jobsite Meetings: Vanir's construction manager, in conjunction with Kings County, will attend regular jobsite progress meetings with the general contractor and major subcontractors to identify and resolve issues that may impact the progress of the project. Vanir will record, transcribe and distribute minutes to all attendees, Kings County, Architect, and all other appropriate parties. Project Director will attend meetings as needed for higher level issues.

Task #4 – Record Documents: Vanir will perform coordination and expediting functions in connection with the contractor’s obligation to provide “record” documents. Although the transmittal of final record documents takes place at the end of the project it is imperative that this activity be monitored from the beginning of construction to assure accurate documents are available.

Proposed Fee (Task’s 1 – 4):

Lump sum percentage basis, not-to-exceed **\$39,600.00**, for services including the above items. Travel and office expenses for the duration of the project (noted above) are included in proposal.

VCM Fee’s – \$39,600 (240hrs estimated for next 6 months for CM @ \$165.00/hr)

Telephone conferences are planned to be used to help reduce the need for travel. The start date for the above services is already ongoing, and is expected to continue through completion, expected in late May 2025.

Should you have any questions, please contact me @ (559) 647-5708.

Sincerely,

Vanir Construction Management, Inc.

A handwritten signature in blue ink, appearing to read 'Roy Magdaleno', is written over a faint, light blue circular stamp or watermark.

Roy Magdaleno, CCM, Assoc. DBIA
Sr. Project Director, Associate

Cc: Jerry Avalos, VP / Northern & Central CA Area Manager, Vanir CM

Agreement No. 15-081.3

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF KINGS AND DLR GROUP, INC. FOR THE KINGS COUNTY
JUVENILE CENTER PROJECT**

This third amendment (“3rd Amendment”) to Agreement No. 15-081 (the “Agreement”) is entered into on ____, 2023 (the “3rd Amendment Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and DLR Group Inc., a California corporation (“Consultant”) (singularly a “Party” and collectively the “Parties”).

R E C I T A L S

WHEREAS, the Parties entered into Agreement No. 15-081 (the “Agreement”) on September 15, 2015, to provide architectural and engineering services for the County’s Juvenile Center Project, as funded under Senate Bill No. 81; and

WHEREAS, the Parties may modify the terms of the Agreement in a writing signed by both Parties; and

WHEREAS, the Parties now intend to amend the Agreement to: (1) increase the not-to-exceed amount of the Agreement by \$49,950.00, for a total amount of \$1,043,197.00; and (2) continue the SB-81 construction project to completion per the additional requirement from the Office of State Fire Marshal to modify existing openings;

NOW, THEREFORE, the Parties agree as follows:

1. The amount of the Agreement is hereby increased as set forth in the recitals, and fees for the additional scope of work described in Section 2 shall be invoiced by Consultant consistent with the schedule set forth in **Attachment 1**.
2. The additional work set forth in **Attachment 1** hereto is hereby added to the Scope of Work of the Agreement.
3. The recitals and attachments are integral to and incorporated into this 3rd Amendment by this reference.
4. All other terms and conditions of the Agreement remain in full force and effect.
5. The Parties may execute this 3rd Amendment by electronic means, and in two (2) or more counterparts, that together constitute one (1) agreement.


6. Each signatory below represents it is authorized to enter this 3rd Amendment and bind the Party that its signature represents.

IN WITNESS WHEREOF, the Parties executed this 3rd Amendment as of the 3rd Amendment Effective Date.

COUNTY OF KINGS

DLR GROUP INC.

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

By:  _____

Darrell Stelling, Vice President

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM
Diane Freeman, County Counsel

By:  _____

Exhibits/Attachments:

Attachment 1: Additional Scope of Work and Fee Schedule

Attachment 1

Purpose: Consultant shall perform additional design work, site visits, and related tasks, to the reasonable satisfaction of the County Administrative Officer or designee, to address the additional requirement from the Office of the State Fire Marshal to modify existing openings.

Subcontract: It is agreed and understood that Consultant will subcontract a portion of the work to R&N Systems Design (“R&N”), to be performed generally in conformance with R&N’s proposal to Consultant dated August 9, 2023, for a not-to-exceed amount of \$12,500.00

Timeline: Consultant shall make best faith efforts to ensure that the additional Scope of Work set forth herein is completed in a timely manner so as to allow the construction manager and general contractor to timely perform their contractual obligations to the County, including by addressing the additional requirement from the Office of the State Fire Marshal to modify existing openings.

Deliverables:

Initial Scope of Work (Estimated 106 Hours) – to Be Performed by Patrick Langford Unless Another Employee is Approved by the County in Writing

- Participate in meetings with the Office of the State Fire Marshal, as necessary.
- Prepare and submit Architect’s Supplemental Information (“ASI”) No. 017 (Rollup Door), and prepare and submit ASI Nos. 018 & 019 for the general contractor and Office of the State Fire Marshal’s review and approval.
- Conduct an additional site visit for field review of existing frames, doors, and windows, and conduct a site visit with the general contractor for review of conditions prior to interex site visit to understand scope.
- Coordinate as necessary with R&N, the County, the construction manager, and the general contractor.

Anticipated Additional Scope of Work (Estimated 73 Hours)

- Additional coordination with R&N and the general contractor.
- Prepare and submit ASI No. 020 to the Office of the State Fire Marshall for final approval before the general contractor begins work.
- Up to ten (10) additional meetings as required.
- Submittal reviews of glazing and door panels as required.

Additional Site Visits

- Two (2) site visits to review work progress and punch list.

Proposed Fees:

R&N not-to-exceed amount: \$12,500.00

Initial Scope of Work: \$190.00 per hour, not-to-exceed \$20,140.00.

Anticipated Additional Scope of Work: \$190.00 per hour, not-to-exceed \$13,870.00.

Additional Two Site Visits & Expenses: not-to-exceed \$3,440.00. Staff time shall be billed at the hourly billing rates per **Exhibit B** in the original contract dated 9-11-2015. Only expenses actually and reasonably incurred shall be reimbursed, which may include the following: reproduction of plans and specifications for owner use and use by state and review agencies, travel expenses, postage, telephone calls, facsimile transmission, CAD costs (including plotting and operations costs), delivery charges for printed documents and express/overnight mailings, and unique presentation of printed materials requested by the County.

Total not-to-exceed amount: \$49,950.00

September 19, 2023

1050 20th Street, Suite 250
Sacramento, CA 95811o: 916/446-0206
f: 916/446-0894Mr. Domingo Cruz, Administrative Analyst
Kings County Administration Office
1400 W. Lacey Blvd.
Hanford, CA 93230Re: Kings County Juvenile Center
Additional Service Proposal – OSFM Modifications

Dear Domingo:

This proposal is in response to additional post-permit work request that is outside of the original DLR Group design team's scope of services. This work relates to OSFM requirements to modify existing openings.

1.0 Redesign Scope of Work

Items Completed under this scope of work (106hrs)

- Meetings with the SFM
- ASI-017 – Rollup Door
- ASI-018 & ASI-019 – Issued to GC and SFM for review and approval
- Site visit for field review of existing frames, doors and windows
- Coordination with R&N, Vanir, GC and Owner
- Site Visit for review of conditions with GC prior to Intertex site visit to understand scope.

Future work to finish (80hrs plus site visits)

- Coordination with R&N and any other misc. coordination with GC.
- ASI-020 to be issued to SFM for final approval before start of GC.
- Vanir noted 6 months to complete work. Additional OAC Meetings x 10.
- Submittal reviews of glazing and door panels as required.
- Minimum 2 site visits to review work progress and punch walk.

2.0 Proposed Fee

Please find below DLR Group's work completed and estimated time to finish work.

R&N Fees - \$12,500 (Includes one additional site visit to verify installations, see attached proposal)

DLR Fees - \$20,140 (hours spent to date by Patrick Langford at \$190 rate x 106hrs)

DLR Fees - \$3,440 (Additional 2 site visit + expense)

DLR Fees - \$13,870 (Estimate hrs for submittal of documents to OSFM & Meetings – 73hrs X \$190

Total Fees - \$49,950

We trust the above proposal meets with your approval. We at DLR Group look forward to continuing our successful relationship with you and Kings County. If you should have any questions, please do not hesitate to give me a call.

Sincerely,
DLR Group

Sacramento Chicago Colorado Springs Denver Des Moines Honolulu Kansas City
Las Vegas Lincoln Los Angeles Minneapolis Omaha Orlando Palm Springs
Pasadena Phoenix Portland Riverside Seattle Tucson Shanghai

dlrgroup.com
facebook.com/dlrgroup
twitter.com/dlrgroup



Darrell Stelling, AIA
Principal

Attachments: R&N proposal

cc: File

EXHIBIT "B"

1.0 Reimbursable Expenses

1.1 Reimbursable Expenses, which may be incurred in conjunction with the project are not included within our fee and include the following:

- Reproduction of plans and specifications for owner use to include additional submittals to state and review agencies.
- Additional travel expenses inside & outside of Kings County
- Additional postage
- Additional telephone calls
- facsimile transmissions
- CAD costs, including plotting and operations costs
- Additional delivery charges for printed documents and express/overnight mailings
- Unique presentation of printed material specifically requested by Kings County.

EXHIBIT "C"

1.0 Hourly Billing Rates

1.1 For any additional services that are authorized, DLR Group's hourly billing rates per Exhibit B in the original contract dated 9-11-2015 apply.

<u>Employee Classification</u>	<u>Hourly Rate</u>
Client Leader	\$350
Principal	\$235
Technical/Design Leader	\$190
Quality Control Professional	\$190
Senior Professional	\$175
Professional	\$145
Professional Support	\$115
Technical	\$90
Clerical	\$65



SYSTEMS
DESIGN

August 9, 2023

Darrell Stelling DLR Group
1050 20th Street, Suite 250
Sacramento, CA 95811

Re: **Kings Juvenile**

Subject: R&N's Add Service Fee Proposal, Scope of Design for ASI-019

Darrell,

In response to the additional scope required by the CASFM office at the Kings Juvenile Facility we are pleased to submit a fee proposal to provide design services for the referenced project. It is my understanding that the client is requesting design services for the additional work related to addressing the "non-rated" door and window assembly deficiencies as noted by the CASFM in a portion of the existing facility. We anticipate the design to include detention frames, doors, hardware, and glass openings identified in a forthcoming ASI-019. Although not anticipated, any security control system interfaces affected by this ASI will be addressed as part of our service.

R&N will assist in the preparation of the design documents needed for the ASI and provide any related construction administration services.

Our fee proposed for the time required to provide the above scope of work is **\$12,600.00**.

An additional **\$5000.00** is required for each additional trip to the site for clarification of existing conditions and/or post installation inspection should that be necessary.

R&N's submission of progress drawings will be by electronic transmission. All printing costs are the responsibility of the Architect. R&N will furnish stamped and sealed drawings/specifications should that be required.

Sincerely,

Dean Williams, Principal

R&N Systems Design



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 31, 2023

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

SUBJECT: AGREEMENT WITH KINGS VIEW FOR NARCOTIC AND OPIOID TREATMENT PROGRAM SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the agreement with Kings View, Corporation (Kings View) for Narcotic Treatment Program (NTP)/Opioid Treatment Program (OTP) services from July 1, 2023 through June 30, 2025.

Recommendation:

Approve the agreement with Kings View for Narcotic Treatment Program and Opioid Treatment Program services retroactively effective July 1, 2023 through June 30, 2025.

Fiscal Impact:

There is no impact to the County General Fund. This fee-for-service agreement includes various service modalities charged at varying rates set under California Code of Regulations, Title 22, section 51516.1. The services and rates are outlined in Exhibit B of the agreement with a maximum total budget of \$200,000 per fiscal year (FY). Expenses under this agreement and sufficient revenue for expenses were included in the department’s FY 2023-2024 Adopted Budget, in Budget Unit 422100 Alcohol and Other Drug Program Admin.

BACKGROUND:

The Board approved Agreement No. 21-083 on July 20, 2021, from December 1, 2020 through June 30, 2023, with Kings View for NTP/OTP services. This agreement details additional and updated rates for NTP/OTP services due to the new California Department of Health Care Services (DHCS) California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Payment Reform (Payment Reform) initiative which went

(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

AGREEMENT WITH KINGS VIEW FOR NARCOTIC AND OPIOID TREATMENT PROGRAM SERVICES

October 31, 2023

Page 2 of 2

into effect on July 1, 2023. Payment Reform transitions counties from cost-based reimbursement funded via Certified Public Expenditures (CPEs) to fee-for-service reimbursement funded via Intergovernmental Transfers (IGTs) for Specialty Mental Health Services (SMHS) and Drug Medi-Cal (DMC) services.

Kings View provides a DMC-funded NTP/OTP program for DMC-eligible Medi-Cal beneficiaries including beneficiaries who are residents of Kings County. Kings View's NTP/OTP services are provided out of a clinic in Tulare California and are operated under the DHCS substance use disorder program regulations as outlined in Title 9 of the Administrative Code. The target population for Kings View's NTP/OTP services are individuals who are opioid-dependent and aged eighteen and older.

The components of NTP/OTP services provided by Kings View include the following services: intake assessments, individual and group counseling, patient education, medication services, treatment planning, medical psychotherapy, and the provision of NTP/OTP-approved medications as prescribed by a physician to alleviate the symptoms of withdrawal from opiates.

This agreement has retroactive application due to the complexities attached with implementing the new CalAIM Behavioral Health Payment Reform rates. The associated tasks for this transition included the following: understanding new claiming codes, setting and negotiating rates with providers, updating the associated contract language and working through the significance of this initiative with the contract providers for each contract. Kings County has been a leader in the implementation and calculation of rates among all counties, but due to late receipt of all required components related to this initiative by the State, this endeavor was not able to be implemented prior to the end of the contract year or in time to meet the County contract process deadlines. As such, KCBH is implementing the changes starting with NTP providers and will be returning with contract changes for other contracts impacted by Payment Reform in the future.

A sole source has been approved for this contract.

The agreement 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>



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 31, 2023

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

SUBJECT: AGREEMENT WITH AEGIS TREATMENT CENTERS, LIMITED LIABILITY COMPANY FOR NARCOTIC AND OPIOID TREATMENT PROGRAM SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the agreement with Aegis Treatment Centers, Limited Liability Company (Aegis) for Narcotic Treatment Program (NTP)/Opioid Treatment Program (OTP) services from July 1, 2023 through June 30, 2025.

Recommendation:

Approve the agreement with Aegis Treatment Centers, Limited Liability Company for Narcotic Treatment Program and Opioid Treatment Program services retroactively effective July 1, 2023 through June 30, 2025.

Fiscal Impact:

There is no impact to the County General Fund. This fee-for-service agreement includes various service modalities charged at varying rates set under California Code of Regulations, Title 22, section 51516.1. The services and rates are outlined in Exhibit B of the agreement with a maximum total budget of \$200,000 per fiscal year. Expenses under this agreement and sufficient revenue for expenses were included in the department’s Fiscal Year 2023-2024 Adopted Budget, in Budget Unit 422100 (Alcohol & Other Drug Program Admin).

BACKGROUND:

The Board approved Agreement No. 21-107 on August 24, from July 1, 2021 through June 30, 2023 with Aegis for NTP/OTP services. This agreement details additional and updated rates for NTP/OTP services due to the new California Department of Health Care

(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

AGREEMENT WITH AEGIS TREATMENT CENTERS, LIMITED LIABILITY COMPANY FOR NARCOTIC AND OPIOID TREATMENT PROGRAM SERVICES

October 31, 2023

Page 2 of 2

Services (DHCS) California Advancing Innovating Medi-Cal (CalAIM) Behavioral Health Payment Reform (Payment Reform) initiative which went into effect on July 1, 2023. Payment Reform transitions counties from cost-based reimbursement funded via Certified Public Expenditures (CPEs) to fee-for-service reimbursement funded via Intergovernmental Transfers (IGTs) for Specialty Mental Health Services (SMHS) and Drug Medi-Cal (DMC) services.

Aegis is the largest Medication Assisted Treatment (MAT) provider in California for which NTP/OTP are services under the umbrella of MAT. Aegis has been providing services for over 20 years and is currently operating clinics in fifteen California counties. These clinics, most notably in Fresno and Tulare Counties, have been providing NTP/OTP services to Kings County residents since 2019. Under this agreement, Aegis provides DMC-funded NTP/OTP programs operated under the DHCS substance use disorder program regulations as outlined in Title 9 of the Administrative Code, for DMC-eligible Medi-Cal beneficiaries who are residents of Kings County. The target population for Aegis's NTP/OTP services are individuals who are opioid-dependent and aged eighteen and older.

The components of NTP/OTP services provided by Aegis include the following services: intake assessments, individual and group counseling, patient education, family therapy, transportation services, collateral services, crisis intervention services, treatment planning, medical psychotherapy, and medication services for the provision of NTP/OTP-approved medications as prescribed by a physician to alleviate the symptoms of withdrawal from opiates.

This agreement has retroactive application due to the complexities associated with implementing the new CalAIM Behavioral Health Payment Reform rates. The associated tasks for this conversion included the following: understanding new claiming codes, setting and negotiating rates with providers, updating the associated contract language and working through the significance of this initiative with the contract providers for each contract. Kings County has been a leader in the implementation and calculation of rates among all counties, but due to late receipt of all required components related to this initiative by the State, this endeavor was not able to be implemented prior to the end of the contract year or in time to meet the County contract process deadlines. As such KCBH is implementing the changes starting with NTP providers and will be returning with contract changes for other contracts related to Payment Reform in the future.

A sole source has been approved for this contract.

The agreement 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>



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 31, 2023

SUBMITTED BY: Behavioral Health Department- Lisa Lewis/Laura Tafolla

SUBJECT: CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF
PUBLIC FUNDS FOR DRUG MEDI-CAL AND SPECIALTY MENTAL HEALTH
SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of an intergovernmental agreement with the California Department of Health Care Services (DHCS) regarding transfer of public funds for both the County nonfederal share of Medi-Cal payments for the Drug Medi-Cal (DMC) health plan and the county nonfederal share of Medi-Cal payments for the Specialty Mental Health Services (SMHS) health plan.

Recommendation:

- a. Approve Agreement Number 22-20107 with the California Department of Health Care Services for the intergovernmental transfer of funding for specialty mental health services retroactively effective July 1, 2023 through December 30, 2026;
- b. Approve Agreement Number 23-30093 with the California Department of Health Care Services for the intergovernmental transfer of funding for the Drug Medi-Cal services retroactively effective July 1, 2023 through December 30, 2026.

Fiscal Impact:

There is no impact to the County General Fund. The total allocation from Special Fund 3420 for KCBH is \$814,195. DHCS Services will be allocating \$11,324 for Kings County Drug Medi-Cal services and \$802,871 for Kings County SMHS. These funds have been appropriated to each county as one-time funds to support the counties' transition from certified public expenditure (CPE) based reimbursement to fee-for-service, and to be utilized as the non-federal match of claims.

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF PUBLIC FUNDS FOR DRUG MEDI-CAL AND SPECIALTY MENTAL HEALTH SERVICES

October 31, 2023

Page 2 of 2

BACKGROUND:

The California Advancing and Innovating Medi-Cal (CalAIM) Act requires the DHCS to implement the Behavioral Health Payment Reform. The implementation of Behavioral Health Payment Reform has the potential to significantly simplify how county behavioral health departments pay providers for the services they provide to Medi-Cal beneficiaries.

Payment Reform transitions counties from cost-based reimbursement funded via CPE's to fee-for-service reimbursement funded via Intergovernmental Transfers (IGTs) for SMHS and DMC services. These IGT agreements received by DHCS allow for the IGT reimbursements between DHCS and the County.

The IGT methodology will result in a single and final payment to the County for services provided by the County and its providers, which includes both the federal and nonfederal share of claims. This change will eliminate the requirement for cost and audit settlements and is anticipated to reduce administrative efforts for counties and contract providers. Implementation of the IGT funded reimbursement methodology will be retroactive to July 1, 2023, through December 31, 2026. The SMHS and DMC IGT agreements were received from DHCS on July 19, 2023. For this reason, KCBH is requesting approval to execute the agreements retroactive to July 1, 2023.

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

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the COUNTY OF Kings____
_____ (“Governmental Funding Entity”) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds.

1.1. For the county nonfederal share of Medi-Cal payments for specialty mental health services furnished through the Governmental Funding Entity’s specialty mental health delivery system, and consistent with Welfare and Institutions Code 14184.403, the Governmental Funding Entity agrees to the transfer of public funds to DHCS for the service period of July 1, 2023 through December 31, 2026 (“Service Period”). The Governmental Funding Entity shall transfer the public funds in accordance with the terms and conditions of this Agreement, Welfare and Institutions Code 14164, and DHCS issued Behavioral Health Information Notices.

1.2. In any month in which the Specialty Mental Health County Funds Accounting (“CFA”) balance is less than the amount necessary to fund the county nonfederal share of approved claims in that claim file, the Governmental Funding Entity agrees to transfer funds in an amount necessary to fund the county non-federal share of approved claims. “CFA balance” is defined as the real time balance in the Governmental Funding Entity’s CFA account. DHCS will withhold payment of claims for any month triggering this provision until the necessary funds are received. Upon receipt of these funds, DHCS will credit the funds to the Governmental Funding

Entity's CFA and release the applicable claim file for payment.

1.3. The Governmental Funding Entity may transfer funds to DHCS to deposit into the Medi-Cal County Behavioral Health Fund at any time during the course of this Agreement through a wire transfer, Automated Clearing House, or physical check.

1.4. If, at the end of the Service Period, the CFA balance reflects an excess of funds transferred that was necessary to fund the county nonfederal share of approved claims with dates of service during the Service Period, DHCS agrees to return the unexpended funds to the Governmental Funding Entity. If mutually agreed to by the parties, amounts due to or owed by the Governmental Funding Entity may be offset against future transfers. Actual approved claims and the associated county nonfederal share amounts will be considered final [two years after] the end of the Service Period.

1.5. The Governmental Funding Entity certifies that any funds transferred pursuant to this Agreement qualify for federal financial participation pursuant to Section 433.51 of Title 42 of the Code of Federal Regulations, any other applicable federal Medicaid laws, and the CalAIM Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from federal healthcare programs to the extent that the program revenue is not obligated to the State as the source of funding.

1.6. The funds transferred pursuant to this Agreement represent a voluntary contribution to the non-federal share of Medi-Cal expenditures for purposes of all state and federal laws, including but not limited to Section 14184.403 of the Welfare and Institutions Code and 42 U.S.C. § 1396d(cc).

1.7. The Governmental Funding Entity agrees that failure to timely transfer funds in accordance with this Agreement constitutes a failure to perform functions of a program funded by the Behavioral Health Subaccount that may place federal Medicaid funds at risk such that DHCS may take the steps and issue the notifications set forth in Section 30027.10 of the California Government Code. In the event of a disallowance or deferral of federal funds related to the allowability of funds transferred pursuant to this Agreement, DHCS shall be held harmless from any such deferral or disallowance of federal funds, and associated federally-imposed interest if applicable. If, after conferring with the Governmental Funding Entity, DHCS determines that the disallowances and deferral cannot be cured through the provision of alternate public funds, the Governmental Funding Entity shall be responsible for refunding the federal portion of that disallowance or deferral to DHCS. DHCS shall recoup the dis- allowed federal funding already paid to the Governmental Funding Entity for such purpose. The Governmental Funding Entity shall retain the county nonfederal share of such recouped payments.

1.8. The Governmental Funding Entity must, in accordance with applicable federal regulations, maintain all documentation necessary to verify that the funds transferred meet the requirements of Section 1.5. This documentation must include any records required for Medi-Cal field audits.

2. County Funds Accounting Report

2.1. DHCS shall provide the Governmental Funding Entity a CFA report on the 15th of every month. The CFA report shall include information for the prior calendar month. The CFA report shall include the Governmental Funding Entity's starting CFA amount, which is the ending amount from the prior month, an itemized list of all transactions that increased and decreased the CFA aggregate amount during the reporting month, including but not limited to all approved claims and amounts transferred, as applicable, pursuant to this Agreement, the CFA ending amount based on the listed transactions, and the recommended amount the Government Funding Entity should transfer to meet the account threshold described in Section 1.2. Transaction details will include the transaction identifier or warrant number, the transaction date, a description of the transaction, the amount of the transaction, and the CFA balance after the transaction.

3. Authorized Use of Transferred Funds

3.1. DHCS shall exercise its authority under Section 14184.403 of the Welfare and Institutions Code to accept funds transferred by the Governmental Funding Entity pursuant to this Agreement as public funds, to use for the purpose set forth in Section 3.2.

3.2. The funds transferred by the Governmental Funding Entity pursuant to this Agreement shall be used exclusively to fund the county's nonfederal share of Medi-Cal payments associated with the provision of specialty mental health services Section 14184.403 of the Welfare and Institutions Code. The funds transferred that constitute the county nonfederal share, together with the applicable federal financial participation and State funds, shall be paid by DHCS to the specialty mental health delivery system associated with the Governmental Funding Entity, consistent with applicable state and federal requirements for the applicable service periods from July 1, 2023 through December 31, 2026, in accordance with Section 14184.403 of the Welfare and Institutions Code.

3.3. DHCS shall seek Federal Financial Participation for the Medi-Cal payments specified in Section 3.2 to the full extent permitted by federal law. The total intergovernmental transfer-funded payment amount, which includes the federal and nonfederal share, paid to a Medi-Cal behavioral health delivery system shall be for the support of behavioral health-related services and activities that benefit patients served by the Medi-Cal behavioral health delivery system, consistent with federal law. The specialty mental health system associated with the Governmental Funding Entity, that receives payments pursuant to Section 3.2, will retain 100% of those payments to use to meet the costs of furnishing such services and activities which may include the Governmental Funding Entity's payment to its subcontract providers. Nothing in this agreement shall be construed to direct the manner, including type or amount, in which the Specialty Mental Health System shall meet such costs.

4. Dispute Resolution Process.

4.1. In the event of a dispute arising under this Agreement, including but not limited to, disputes related to the CFA report, the Governmental Funding Entity must submit an appeal letter to DHCS. Such appeal letter must be submitted within 120calendar days of receipt of the CFA report or other relevant documentation. The dispute letter must set forth the relevant facts and explanation of the dispute.

4.2. Within 60 calendar days of receipt of the appeal letter, DHCS will issue a final decision to the Governmental Funding Entity. The 60-day time period may be extended if the Governmental Funding Entity and DHCS agree in writing on an extension of time to evaluate and resolve the dispute.

5. Amendments.

5.1. No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

5.2. The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 3 of this Agreement.

6. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email to the below stated contacts or in writing and delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the Governmental Funding Entity:
County of Kings
Richard Valle,
Chairperson, Board of Supervisors

Contact Info as identified by Funding Entity:

To Kings County Behavioral Health:
Lisa Lewis, Director
County of Kings
Behavioral Health
1400 W. Lacey Blvd. Bldg. 13
Hanford, CA 93230
Lisa.Lewis@co.kings.ca.us

With copies to:

Laura, Tafolla Fiscal Program Manager
Kings County Behavioral Health
1400 W. Lacey Blvd. Bldg. 13
Hanford, CA 93230
BHAacctg@co.kings.ca.us

CC Info as identified by Funding Entity:

Amanda Verhaege, Contract Program Manager
Kings County Behavioral Health
1400 W. Lacey Blvd. Bldg. 13
Hanford, CA 93230
BHContracts@co.kings.ca.us

To DHCS:

Kenneth Rhodes, Fiscal Section
California Department of Health Care Services Local Government Finance
Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
BH-IGT@dhcs.ca.gov

7. Other Provisions.

7.1. This Agreement contains the entire Agreement between the parties with respect to the County's nonfederal share of payments associated with the Governmental Funding Entity's specialty mental health delivery system that are voluntarily funded by the Governmental Funding Entity, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the Governmental Funding Entity and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

7.2. The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

7.3. Section 2 of this Agreement shall remain in effect for 15 months after the expiration or termination of this Agreement.

7.4. Nothing in this Agreement is intended to confer any rights or remedies on any third party, any third party provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

7.5. Time is of the essence in this Agreement.

7.6. Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7.7. For purposes of this Agreement, “approved claims” shall mean Specialty Mental Health claims submitted to the Short-Doyle Medi-Cal claiming system submitted by and approved for payment to the Governmental Funding Entity.

8. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS’ powers, authorities, and duties under Federal and State law and regulations.

9. Approval. This Agreement is of no force and effect until signed by the parties.

10. Term. This Agreement shall be effective as of July 1, 2023 and shall expire as of December 31, 2026 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE (County of Kings__):

By: _____
Richard Valle, Chairperson
Board of Supervisors

Date:

(Funding Entity Signer)

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____

Date:

[DHCS SIGNATORY]

4876-8854-2045.2

**INTERGOVERNMENTAL AGREEMENT REGARDING
TRANSFER OF PUBLIC FUNDS**

This Agreement is entered into between the CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (“DHCS”) and the COUNTY OF Kings____
_____ (“Governmental Funding Entity”) with respect to the matters set forth below.

The parties agree as follows:

AGREEMENT

1. Transfer of Public Funds.

1.1. For the county nonfederal share of Medi-Cal payments for Drug Medi-Cal services furnished through the Governmental Funding Entity’s Drug Medi-Cal County (DMC) delivery system, and consistent with Welfare and Institutions Code 14184.403, the Governmental Funding Entity agrees to the transfer of public funds to DHCS for the service period of July 1, 2023 through December 31, 2026 (“Service Period”). The Governmental Funding Entity shall transfer the public funds in accordance with the terms and conditions of this Agreement, Welfare and Institutions Code 14164, and DHCS issued Behavioral Health Information Notices.

1.2. In any month in which the DMC County Funds Accounting (“CFA”) balance is less than the amount necessary to fund the county nonfederal share of approved claims in that claim file, the Governmental Funding Entity agrees to transfer funds in an amount necessary to fund the county non-federal share of approved claims. “CFA balance” is defined as the real time balance in the Governmental Funding Entity’s CFA account. DHCS will withhold payment of claims for any month triggering this provision until the necessary funds are received. Upon receipt of these funds, DHCS will credit the funds to the Governmental Funding Entity’s CFA and release the

applicable claim file for payment.

1.3. The Governmental Funding Entity may transfer funds to DHCS to deposit into the Medi-Cal County Behavioral Health Fund at any time during the course of this Agreement through a wire transfer, Automated Clearing House, or physical check.

1.4. If, at the end of the Service Period, the CFA balance reflects an excess of funds transferred that was necessary to fund the county nonfederal share of approved claims with dates of service during the Service Period, DHCS agrees to return the unexpended funds to the Governmental Funding Entity. If mutually agreed to by the parties, amounts due to or owed by the Governmental Funding Entity may be offset against future transfers. Actual approved claims and the associated county nonfederal share amounts will be considered final [two years after] the end of the Service Period.

1.5. The Governmental Funding Entity certifies that any funds transferred pursuant to this Agreement qualify for federal financial participation pursuant to Section 433.51 of Title 42 of the Code of Federal Regulations, any other applicable federal Medicaid laws, and the CalAIM Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include patient care or other revenue received from federal healthcare programs to the extent that the program revenue is not obligated to the State as the source of funding.

1.6. The funds transferred pursuant to this Agreement represent a voluntary contribution to the non-federal share of Medi-Cal expenditures for purposes of all state and federal laws, including but not limited to Section 14184.403 of the Welfare and Institutions Code and 42 U.S.C. § 1396d(cc).

1.7. The Governmental Funding Entity agrees that failure to timely transfer funds in accordance with this Agreement constitutes a failure to perform functions of a program funded by the Behavioral Health Subaccount that may place federal Medicaid funds at risk such that DHCS may take the steps and issue the notifications set forth in Section 30027.10 of the California Government Code. In the event of a disallowance or deferral of federal funds related to the allowability of funds transferred pursuant to this Agreement, DHCS shall be held harmless from any such deferral or disallowance of federal funds, and associated federally-imposed interest if applicable. If, after conferring with the Governmental Funding Entity, DHCS determines that the disallowances and deferral cannot be cured through the provision of alternate public funds, the Governmental Funding Entity shall be responsible for refunding the federal portion of that disallowance or deferral to DHCS. DHCS shall recoup the dis- allowed federal funding already paid to the Governmental Funding Entity for such purpose. The Governmental Funding Entity shall retain the county nonfederal share of such recouped payments.

1.8. The Governmental Funding Entity must, in accordance with applicable federal regulations, maintain all documentation necessary to verify that the funds transferred meet the requirements of Section 1.5. This documentation must include any records required for Medi-Cal field audits.

2. County Funds Accounting Report

2.1. DHCS shall provide the Governmental Funding Entity a CFA report on the 15th of every month. The CFA report shall include information for the prior calendar month. The CFA report shall include the Governmental Funding Entity's starting CFA amount, which is the ending amount from the prior month, an itemized list of all transactions that increased and decreased the CFA aggregate amount during the reporting month, including but not limited to all approved claims and amounts transferred, as applicable, pursuant to this Agreement, the CFA ending amount based on the listed transactions, and the recommended amount the Government Funding Entity should transfer to meet the account threshold described in Section 1.2. Transaction details will include the transaction identifier or warrant number, the transaction date, a description of the transaction, the amount of the transaction, and the CFA balance after the transaction.

3. Authorized Use of Transferred Funds

3.1. DHCS shall exercise its authority under Section 14184.403 of the Welfare and Institutions Code to accept funds transferred by the Governmental Funding Entity pursuant to this Agreement as public funds, to use for the purpose set forth in Section 3.2.

3.2. The funds transferred by the Governmental Funding Entity pursuant to this Agreement shall be used exclusively to fund the county's nonfederal share of Medi-Cal payments associated with the provision of Drug Medi-Cal services Section 14184.403 of the Welfare and Institutions Code. The funds transferred that constitute the county nonfederal share, together with the applicable federal financial participation and State funds, shall be paid by DHCS to the Medi-Cal behavioral health delivery system associated with the Governmental Funding Entity, consistent with applicable state and federal requirements for the applicable service periods from July 1, 2023 through December 31, 2026, in accordance with Section 14184.403 of the Welfare and Institutions Code.

3.3. DHCS shall seek Federal Financial Participation for the Medi-Cal payments specified in Section 3.2 to the full extent permitted by federal law. The total intergovernmental transfer-funded payment amount, which includes the federal and nonfederal share, paid to a Medi-Cal behavioral health delivery system shall be for the support of behavioral health-related services and activities that benefit patients served by the Medi-Cal behavioral health delivery system, consistent with federal law. The Drug Medi-Cal health system associated with the Governmental Funding Entity, that receives payments pursuant to Section 3.2, will retain 100% of those payments to use to meet the costs of furnishing such services and activities which may include the Governmental Funding Entity's payment to its subcontract providers. Nothing in this agreement shall be construed to direct the manner, including type or amount, in which the Drug Medi-Cal System shall meet such costs.

4. Dispute Resolution Process.

4.1. In the event of a dispute arising under this Agreement, including but not limited to, disputes related to the CFA report, the Governmental Funding Entity must submit an appeal letter to DHCS. Such appeal letter must be submitted within 120 calendar days of receipt of the CFA report or other relevant documentation. The dispute letter must set forth the relevant facts and explanation of the dispute.

4.2. Within 60 calendar days of receipt of the appeal letter, DHCS will issue a final decision to the Governmental Funding Entity. The 60-day time period may be extended if the Governmental Funding Entity and DHCS agree in writing on an extension of time to evaluate and resolve the dispute.

5. Amendments.

5.1. No amendment or modification to this Agreement shall be binding on either party unless made in writing and executed by both parties.

5.2. The parties shall negotiate in good faith to amend this Agreement as necessary and appropriate to implement the requirements set forth in Section 3 of this Agreement.

6. Notices. Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall either be sent via secure email to the below stated contacts or in writing and delivered to the other party personally or by United States First Class, Certified or Registered mail with postage prepaid, addressed to the other party at the address set forth below:

To the Governmental Funding Entity:
County of Kings
Richard Valle,
Chairperson, Board of Supervisors

Contact Info as identified by Funding Entity:

To Kings County Behavioral Health:
Lisa Lewis, Director
County of Kings
Behavioral Health
1400 W. Lacey Blvd. Bldg. 13
Hanford, CA 93230
Lisa.Lewis@co.kings.ca.us

With copies to:

Laura, Tafolla Fiscal Program Manager
Kings County Behavioral Health
1400 W. Lacey Blvd. Bldg. 13
Hanford, CA 93230
BHAacctg@co.kings.ca.us

CC Info as identified by Funding Entity:

Amanda Verhaege, Contract Program Manager
Kings County Behavioral Health
1400 W. Lacey Blvd. Bldg. 13
Hanford, CA 93230
BHContracts@co.kings.ca.us

To DHCS:

Kenneth Rhodes, Fiscal Section
California Department of Health Care Services Local Government Finance
Division
1501 Capitol Ave., MS 4413
Sacramento, CA 95814
BH-IGT@dhcs.ca.gov

7. Other Provisions.

7.1. This Agreement contains the entire Agreement between the parties with respect to the County's nonfederal share of payments associated with the Governmental Funding Entity's Medi-Cal behavioral health delivery system that are voluntarily funded by the Governmental Funding Entity, and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations or other agreements between the Governmental Funding Entity and DHCS relating to the subject matter of this Agreement. This Agreement is not, however, intended to be the sole agreement between the parties on matters relating to the funding and administration of the Medi-Cal program. This Agreement shall not modify the terms of any other agreement, existing or entered into in the future, between the parties.

7.2. The non-enforcement or other waiver of any provision of this Agreement shall not be construed as a continuing waiver or as a waiver of any other provision of this Agreement.

7.3. Section 2 of this Agreement shall remain in effect for 15 months after the expiration or termination of this Agreement.

7.4. Nothing in this Agreement is intended to confer any rights or remedies on any third party, any third party provider(s) or groups of providers, or any right to medical services for any individual(s) or groups of individuals. Accordingly, there shall be no third party beneficiary of this Agreement.

7.5. Time is of the essence in this Agreement.

7.6. Each party hereby represents that the person(s) executing this Agreement on its behalf is duly authorized to do so.

7.7. For purposes of this Agreement, “approved claims” shall mean Drug Medi-Cal claims submitted to the Short-Doyle Medi-Cal claiming system submitted by and approved for payment to the Governmental Funding Entity.

8. State Authority. Except as expressly provided herein, nothing in this Agreement shall be construed to limit, restrict, or modify the DHCS’ powers, authorities, and duties under Federal and State law and regulations.

9. Approval. This Agreement is of no force and effect until signed by the parties.

10. Term. This Agreement shall be effective as of July 1, 2023 and shall expire as of December 31, 2026 unless terminated earlier by mutual agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the date of the last signature below.

THE (County of Kings__):

By: _____
Richard Valle, Chairman
Board of Supervisors

Date:

(Funding Entity Signer)

THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES:

By: _____

Date:

[DHCS SIGNATORY]

4876-8854-2045.2



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 31, 2023

SUBMITTED BY: Behavioral Health Department- Lisa Lewis/Christi Lupkes
SUBJECT: GRANT AGREEMENT WITH CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR MEDI-CAL PRE-RELEASE SERVICES
SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the grant agreement with California Department of Health Care Services (DHCS) under the Justice-Involved Planning and Capacity Building Program for the California Providing Access and Transforming Health (PATH) grant to implement Medi-Cal pre-release services under the California Advancing and Innovating Medi-Cal (CalAIM) Justice-Involved initiative.

Recommendation:

- a. Approve the grant funding agreement with the California Department of Health Care Services for the implementation of California Providing Access and Transforming Health services, effective upon execution through March 31, 2026;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There will be no impact to the County General Fund. The grant agreement allows for KCBH to receive \$871,698 to implement Medi-Cal pre-release services under the CalAIM Justice-Involved Initiative and to meet operational readiness requirements between April 1, 2024 and March 31, 2026. With the approval of the budget appropriation and transfer form, \$871,698 in revenue and \$871,698 in expenditures will be added to Budget Unit 420000, BH-Mental Health Program.

BACKGROUND:

On January 26, 2023, DHCS received federal approval under CalAIM 1115 Demonstration for PATH capacity building funds to support the Justice-Involved Reentry Initiative. Under the CalAIM 115 Demonstration, DHCS

(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

GRANT AGREEMENT WITH CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR MEDI-CAL PRE-RELEASE SERVICES

October 31, 2023

Page 2 of 2

received approval to disseminate up to \$410 million in capacity building funds to support the planning and implementation of pre-release and reentry services in the 90 days prior to an individual's release. The intent of the demonstration is to build a bridge to community-based care for justice-involved Medi-Cal members, offering them services to stabilize their condition(s) and establishing a re-entry plan for their community-based care prior to release.

The PATH Justice-Involved Reentry Initiative Capacity Building Program provides funding to support the planning and implementation of the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails, and youth correctional facilities who meet the eligibility criteria as outlined in the CalAIM Section 115 Demonstration approval. This funding also supports County Behavioral Health Agencies to implement behavioral health linkages as required by Assembly Bill (AB) 133. (AB 133, section 11, attached to agreement for reference). PATH funds will be available to support investments in personnel, capacity, and/or Information Technology (IT) systems that are needed for collaborative planning and implementation to effectuate pre-release service processes. The funding KCBH was eligible to receive is specific to the County Behavioral Health Agencies AB 133 requirements and implementation.

KCBH and the Kings County Sheriff's Office (KCSO) are both recipients of this funding and are coordinating for the purpose of establishing processes and infrastructure necessary to support the provision of establishing a Justice-Involved pre-release program within the County in accordance with the CalAIM Justice-Involved Reentry Initiative. Each entity that received funding is required to submit an implementation plan within 180 days detailing how the PATH funding will implement the operational criteria for the Medi-Cal pre-release services and how the funding will be applied. Although each entity has their own requirements and their own implementation plan template from DHCS, the collaborative effort of KCBH with KCSO will ensure that the resulting projects are coordinated for efficiencies.

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

California Providing Access and Transforming Health (PATH) Justice-Involved Planning and Capacity Building Program

Acknowledgement of Grant Terms and Conditions

As an express condition of receiving grant funds from the California Department of Health Care Services (“DHCS”) under the Justice-Involved Planning and Capacity Building Program, **County Of Kings, Behavioral Health Department** (“Awardee”), whose business address is **1400 W Lacey Blvd, Bldg. #13, Hanford, CA 93230** and whose Federal Tax Identification number is **94-6000814**, hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. Use of Funding.

- a. CalAIM Pre-Release Services Implementation Plan. Awardee must use grant funds exclusively to implement Medi-Cal pre-release services under the CalAIM Justice-Involved Initiative in accordance with state law and California’s approved Medicaid 1115 Reentry Demonstration Waiver. By accepting funding covered by this agreement, Grantee agrees to complete and submit an implementation plan using the approved template, identifying how funding will be used to meet operational readiness requirements for implementing Medi-Cal pre-release services between April 1, 2024, and March 31, 2026. The awardee's initial grant application is attached hereto and incorporated herein by reference as Appendix A.
- b. Program Guidance and Conditions. In using the funds to implement Medi-Cal CalAIM pre-release services, Awardee must follow all terms, conditions, and guidelines provided in the most recently updated Justice-Involved Planning and Capacity Building Program guidance, found at www.ca-path.com, and in these Terms and Conditions.
- c. Changes and Modifications. Changes and modifications to Appendix A must be provided by the Awardee in writing and are subject to DHCS approval. No change or modification will be valid without the prior written approval of DHCS.

II. **Role of Third-Party Administrator**. DHCS has designated Public Consulting Group LLC as the third-party administrator (“TPA”), to administer the grant program and to communicate with Awardee with respect to grant administration. Awardees acknowledge that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions or actions. Awardee’s hereby holds harmless the TPA and its officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the receipt of grant funds.

III. Grant Amount and Method of Payment.

- a. Grant Amount. The total grant amount awarded to the Awardee must not exceed \$871,698. Awardee acknowledges that the grant amount has been determined by

DHCS and will not be negotiated with the TPA. Final amount awarded will be determined and communicated to the Grantee, in writing, no later than September 1, 2023.

- b. Method of Payment. Except as otherwise stated below, the TPA, on behalf of DHCS, must disburse the first installment of 10% of the awarded grant funds to Awardee via direct deposit into Awardee's provided bank account within forty-five (45) calendar days of receipt of Applicant's signed Acknowledgement, provided Awardee has provided all Awardee information, forms, and documentation required to facilitate payment. The remaining 90% of the awarded grant funds will be disbursed as follows:
- i. 60% of the total award amount will be disbursed upon review and approval of the Awardee's implementation plan. The Awardee's implementation plan must be submitted to the TPA for approval no later than 180 days after execution of this agreement. Funds will be disbursed by the TPA to the Awardee within forty-five (45) days of written notification by the TPA that the Awardee's implementation plan is approved.
 - ii. 15% of the total award amount will be disbursed upon review and approval of the Awardee's interim progress report. The Awardee's interim progress report must be submitted to the TPA for approval. Funds will be disbursed by the TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's interim progress report is approved.
 - iii. The remaining 15% of the total award amount will be disbursed upon review and approval of the Awardee's final progress report. The Awardee's final progress report must be submitted to the TPA for approval upon completion of all activities detailed in the Awardee's approved implementation plan and successful implementation of all operational readiness criteria for Medi-Cal pre-release services. All activities must be completed, and the final progress report submitted to the TPA no later than April 1, 2026. Funds will be disbursed by TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's final progress report is approved.
- c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Awardee in the disbursement of grant funds.

IV. Reporting Requirements.

- a. Implementation plan: Entities are required to submit an implementation plan detailing how they will use the PATH funding to implement the Operational Criteria for Medi-Cal pre-release services and submission of a detailed budget template that documents the amount of the funding requested and how the requested funding will be applied to different permissible uses. The implementation plan is due no later than 180 days (6 months) after the initial 10% of funds are disbursed.

- b. Interim report: Entities are required to submit an interim progress report after successfully implementing 50% of their Operational Criteria, detailing how PATH funds were spent to date, and descriptions of how the entity implemented each Operational Criteria.
- c. Final report: Entities are required to submit a final progress report detailing how PATH funds were spent and describing the final status of each Operational Criteria.
- d. Failure to report. If the entity fails to submit either the interim or final report within thirty (30) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VII, below.

V. Additional DHCS Terms and Conditions.

- a. Funding received through the Justice-Involved Planning and Capacity Building Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources, including but not limited to funds provided by the California Department of Corrections and Rehabilitation (“CDCR”) for the purchase of technology for state prisons, county jails, and youth correction facilities.
- b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Awardee of any such changes in writing.
- c. Awardee may be subject to audit or inquiry with respect to the receipt and use of grant funds at any time. Awardee must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within two (2) business days of receipt (as determined by the sent date in the electronic communication) and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.
- d. Awardee must alert DHCS and the TPA within two (2) business days if circumstances prevent it from carrying out any of the activities described in Appendix A. In such cases, Awardee may be required to return unused funds to DHCS.
- e. Awardee’s authorized representative for the purposes of communications related to this grant is:

Christi Lupkes, Deputy Director, Christi.Lupkes@co.kings.ca.us, 559-852-2268

DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of the Awardee. The Awardee must notify DHCS and the TPA in writing no later than two (2) business days prior to implementing any change to the above-named authorized representative.

- f. Awardee will retain all records and documentation related to the receipt and use of PATH grant funds, including all documentation used to support and detail expenditures,

for no less than ten (10) years beyond the date of final payment and will make such records available for complete inspection by DHCS upon request.

- g. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about Awardee and its activities pursuant to this grant and may authorize others to do so without limitation, except as restricted by applicable law.
- h. Awardee will not discriminate on the basis of race, color, religion, caste, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, pregnancy and pregnancy related condition(s), veteran status, sexual orientation, gender identity and expression, genetic information, natural and protective hairstyle, and any other class of individuals protected from discrimination under state or federal law in any aspect in the conduct of any activity funded by DHCS.

VI. **Auditing and Recoupment**

- a. DHCS or the TPA, as appropriate, may perform audits of Justice-Involved funding disbursements. If DHCS or the TPA identifies deficiencies requiring corrective action, Grantee must comply with and timely complete a required Corrective Action Plan and other monitoring processes, as appropriate and as necessary to timely meet requirements and Operational Criteria for the CalAIM pre-release services and other requirements for receipt of PATH Justice-Involved funding.
- b. In the event that Awardee does not spend all received funds during the project period, Awardee must submit a final progress report indicating that not all received funds were spent during the project period. DHCS and the TPA will consider three (3) possible scenarios if the Awardee does not spend all funds received for any reason, including:
 - i. Permit the entity to 'rollover' a limited amount of unspent funding to other permissible uses for up to 12 months following project end date, pending approval from DHCS. The amount of funding that is rolled over and the duration of period for use may be determined by DHCS on a case-by-case basis;
 - ii. The entity may voluntarily return unused funds to DHCS; or
 - iii. If the entity is unresponsive to requests from DHCS or the TPA and will not return unused funds to DHCS or respond to the request for funding to be applied to different permissible uses, DHCS will seek an audit and recoupment of unused funds.
- c. DHCS will seek to audit entities and recoup funds in instances where DHCS identifies one (1) or more of the following:
 - i. DHCS or the TPA identify potential, fraud, waste, or abuse;
 - ii. DHCS or the TPA identify that funding was spent on impermissible uses of funds;
 - iii. DHCS or the TPA identify that funding received by the entity may be duplicative with other funding sources;

- iv. Awardee becomes ineligible to be a provider of pre-release services;
- v. Awardee reports using funding on an item or activity that was not documented in their approved grant application without seeking prior approval from DHCS;
- vi. Awardee reports significant deviations (as determined by DHCS) in how funding was applied to various approved funding uses relative to what was described in their original budget template; or
- vii. Awardee did not spend all the funds received and will not voluntarily return unused funds to DHCS or request for unused funds to be applied to other permissible uses.

VII. Termination. Upon written notice to Awardee, DHCS may terminate the grant award in any of the following circumstances:

- a. If Awardee fails to perform any one or more of the requirements set forth in these Terms and Conditions;
- b. If any of the information provided by Awardee to DHCS or to the TPA is untruthful, incomplete, or inaccurate;
- c. Upon Awardee's debarment or suspension by competent authority, if such debarment or suspension precludes any activity funded by the grant;
- d. Upon Awardee's indictment in any criminal proceeding;
- e. If Awardee is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;
- f. If DHCS does not receive or maintain sufficient funds to administer the program;
- g. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the grant; or,
- h. For any other purpose deemed necessary or advisable by DHCS.

In the case of early termination, Awardee may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, AWARDEE has executed this Acknowledgment as of the date set forth below.

AWARDEE

Richard Valle(signature)

Richard Valle, Chairman(print name and title)

Date

Attachments:
Appendix A



Application Detail

Application ID	920290
Submitted	Jul 17, 2023
Status	Approved
Applicant(s)	Christi Lupkes (christi.lupkes@co.kings.ca.us) 1400 W Lacey Blvd Bldg 13 - Kcbh Hanford, CA, 93230, US 5598522268
Program and cycle	JI Application Round 3 JI Round 3
Tags	No tags
Forms	PATH JI Round 3 Terms and Conditions

Award and Payment Detail

Cash Award

Total Amount
\$871,698.00

Payment	Payment ID	Payment number	Status
\$871,698.00 Payment date Aug 7, 2023	400118		Pending Aug 7, 2023

Payments
1

**California Providing Access and Transforming Health (PATH)
Justice-Involved Planning and Capacity Building Program
Acknowledgement of Grant Terms and Conditions**

As an express condition of receiving grant funds from the California Department of Health Care Services ("DHCS") under the Justice-Involved Planning and Capacity Building Program,

("Awardee") *
("Awardee")

No answer

whose business address is

Street *
Street

No answer

City *
City

No answer

State *
State

No answer

County *
County

No answer

and whose Federal Tax Identification number is

TIN *
Federal Tax Identification number

No answer

hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. Use of Funding.

a. CalAIM Pre-Release Services Implementation Plan. Awardee must use grant funds exclusively to implement Medi-Cal pre-release services under the CalAIM Justice-Involved Initiative in accordance with state law and California's approved Medicaid 1115 Reentry Demonstration Waiver. By accepting funding covered by this agreement, Grantee agrees to complete and submit an implementation plan using the approved template, identifying how funding will be used to meet operational readiness requirements for implementing Medi-Cal pre-release services between April 1, 2024, and March 31, 2026. The awardee's initial grant application is attached hereto and incorporated herein by reference as Appendix A.

b. Program Guidance and Conditions. In using the funds to implement Medi-Cal CalAIM pre-release services, Awardee must follow all terms, conditions, and guidelines provided in the most recently updated Justice-Involved Planning and Capacity Building Program guidance, found at www.ca-path.com, and in these Terms and Conditions.

c. Changes and Modifications. Changes and modifications to Appendix A must be provided by the Awardee in writing and are subject to DHCS approval. No change or modification will be valid without the prior written approval of DHCS.

II. Role of Third-Party Administrator. DHCS has designated Public Consulting Group LLC as the third-party administrator ("TPA"), to administer the grant program and to communicate with Awardee with respect to grant administration. Awardees acknowledge that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions or actions. Awardee's hereby holds harmless the TPA and its officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the receipt of grant funds.

III. Grant Amount and Method of Payment.

Report field: grant amount

a. Grant Amount. The total grant amount awarded to the Awardee must not exceed

\$871,698.00

Awardee acknowledges that the grant amount has been determined by

DHCS and will not be negotiated with the TPA. Final amount awarded will be determined and communicated to the Grantee, in writing, no later than September 1, 2023.

b. Method of Payment. Except as otherwise stated below, the TPA, on behalf of DHCS, must disburse the first installment of 10% of the awarded grant funds to Awardee via direct deposit into Awardee's provided bank account within forty-five (45) calendar days of receipt of Applicant's signed Acknowledgement, provided Awardee has provided all Awardee information, forms, and documentation required to facilitate payment. The remaining 90% of the awarded grant funds will be disbursed as follows:

i. 60% of the total award amount will be disbursed upon review and approval of the Awardee's implementation plan. The Awardee's implementation plan must be submitted to the TPA for approval no later than 180 days after execution of this agreement. Funds will be disbursed by the TPA to the Awardee within forty-five (45) days of written notification by the TPA that the Awardee's implementation plan is approved.

ii. 15% of the total award amount will be disbursed upon review and approval of the Awardee's interim progress report. The Awardee's interim progress report must be submitted to the TPA for approval. Funds will be disbursed by the TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's interim progress report is approved.

iii. The remaining 15% of the total award amount will be disbursed upon review and approval of the Awardee's final progress report. The Awardee's final progress report must be submitted to the TPA for approval upon completion of all activities detailed in the Awardee's approved implementation plan and successful implementation of all operational readiness criteria for Medi-Cal pre-release services. All activities must be completed, and the final progress report

submitted to the TPA no later than April 1, 2026. Funds will be disbursed by TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's final progress report is approved.

c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Awardee in the disbursement of grant funds.

IV. Reporting Requirements.

a. Implementation plan: Entities are required to submit an implementation plan detailing how they will use the PATH funding to implement the Operational Criteria for Medi-Cal pre-release services and submission of a detailed budget template that documents the amount of the funding requested and how the requested funding will be applied to different permissible uses. The implementation plan is due no later than 180 days (6 months) after the initial 10% of funds are disbursed.

b. Interim report: Entities are required to submit an interim progress report after successfully implementing 50% of their Operational Criteria, detailing how PATH funds were spent to date, and descriptions of how the entity implemented each Operational Criteria.

c. Final report: Entities are required to submit a final progress report detailing how PATH funds were spent and describing the final status of each Operational Criteria.

d. Failure to report. If the entity fails to submit either the interim or final report within thirty (30) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VII, below.

V. Additional DHCS Terms and Conditions.

a. Funding received through the Justice-Involved Planning and Capacity Building Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources, including but not limited to funds provided by the California Department of Corrections and Rehabilitation ("CDCR") for the purchase of technology for state prisons, county jails, and youth correction facilities.

b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Awardee of any such changes in writing.

c. Awardee may be subject to audit or inquiry with respect to the receipt and use of grant funds at any time. Awardee must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within two (2) business days of receipt (as determined by the sent date in the electronic communication) and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.

d. Awardee must alert DHCS and the TPA within two (2) business days if circumstances prevent it from carrying out any of the activities described in Appendix A. In such cases, Awardee may be required to return unused funds to DHCS.

Awardee's authorized representative for the purposes of communications related to this grant is:

name *
[Name]

No answer

contact info *
[Contact Info]

No answer

DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of the Awardee. The Awardee must notify DHCS and the TPA in writing no later than two (2) business days prior to implementing any change to the above-named authorized representative.

f. Awardee will retain all records and documentation related to the receipt and use of PATH grant funds, including all documentation used to support and detail expenditures,

for no less than ten (10) years beyond the date of final payment and will make such records available for complete inspection by DHCS upon request.

g. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about Awardee and its activities pursuant to this grant and may authorize others to do so without limitation, except as restricted by applicable law.

h. Awardee will not discriminate on the basis of race, color, religion, caste, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, pregnancy and pregnancy related condition(s), veteran status, sexual orientation, gender identity and expression, genetic information, natural and protective hairstyle, and any other class of individuals protected from discrimination under state or federal law in any aspect in the conduct of any activity funded by DHCS.

VI. Auditing and Recoupment

a. DHCS or the TPA, as appropriate, may perform audits of Justice-Involved funding disbursements. If DHCS or the TPA identifies deficiencies requiring corrective action, Grantee must comply with and timely complete a required Corrective Action Plan and other monitoring processes, as appropriate and as necessary to timely meet requirements and Operational Criteria for the CalAIM pre-release services and other requirements for receipt of PATH Justice-Involved funding.

b. In the event that Awardee does not spend all received funds during the project period, Awardee must submit a final progress report indicating that not all received funds were spent during the project period. DHCS and the TPA will consider three (3) possible scenarios if the Awardee does not spend all funds received for any reason, including:

i. Permit the entity to 'rollover' a limited amount of unspent funding to other permissible uses for up to 12 months following project end date, pending approval from DHCS. The amount of funding that is rolled over and the duration of period for use may be determined by DHCS on a case-by-case basis;

ii. The entity may voluntarily return unused funds to DHCS; or

iii. If the entity is unresponsive to requests from DHCS or the TPA and will not return unused funds to DHCS or respond to the request for funding to be applied to different permissible uses, DHCS will seek an audit and recoupment of unused funds.

c. DHCS will seek to audit entities and recoup funds in instances where DHCS identifies one (1) or more of the following:

i. DHCS or the TPA identify potential, fraud, waste, or abuse;

ii. DHCS or the TPA identify that funding was spent on impermissible uses of funds;

iii. DHCS or the TPA identify that funding received by the entity may be duplicative with other funding sources;

iv. Awardee becomes ineligible to be a provider of pre-release services;

v. Awardee reports using funding on an item or activity that was not documented in their approved grant application without seeking prior approval from DHCS;

vi. Awardee reports significant deviations (as determined by DHCS) in how funding was applied to various approved funding uses relative to what was described in their original budget template; or

vii. Awardee did not spend all the funds received and will not voluntarily return unused funds to DHCS or request for unused funds to be applied to other permissible uses.

VII. Termination. Upon written notice to Awardee, DHCS may terminate the grant award in any of the following circumstances:

a. If Awardee fails to perform any one or more of the requirements set forth in these Terms and Conditions;

b. If any of the information provided by Awardee to DHCS or to the TPA is untruthful, incomplete, or inaccurate;

- c. Upon Awardee's debarment or suspension by competent authority, if such debarment or suspension precludes any activity funded by the grant;
- d. Upon Awardee's indictment in any criminal proceeding;
- e. If Awardee is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;
- f. If DHCS does not receive or maintain sufficient funds to administer the program
- g. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the grant; or,
- h. For any other purpose deemed necessary or advisable by DHCS.

In the case of early termination, Awardee may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, AWARDEE has executed this Acknowledgment as of the date set forth below.

AWARDEE

PATH JI R3 terms and conditions final name *
(Name)

No answer

PATH JI R3 terms and conditions title *
(Title)

No answer

PATH JI R3 terms and conditions date *
Date

No answer

PATH JI R3 terms and conditions attachments
Appendix A

No file uploaded

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

Auditor Use Only
Date
J/E No.
Page of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
BH - MH	Behavioral Health	Prof & Spec	100000	420000	92037	871,698
TOTAL						\$ 871,698

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
BH - MH	Behavioral Health	SA-MH PATH Grant	100000	420000	85025	871,698
TOTAL						\$ 871,698

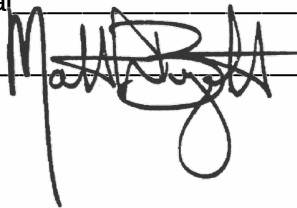
(B) Budget Transfer:

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

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

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

Dept. of Finance Approval _____ Department Head Lisa D. Lewis, PhD
AC57F4CA2178C5F8AC4EAFD96F30D94D roedysign

Administration Approval  Board Approval _____

BOS meeting date: _____

Assembly Bill No. 133

Text reference:

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB133

Section:

(11) Existing law, the Medi-Cal 2020 Demonstration Project Act, requires the department to implement specified components of a Medi-Cal demonstration project, including the Global Payment Program (GPP), the Dental Transformation Initiative, and the Whole Person Care pilot program, consistent with the Special Terms and Conditions approved by the federal Centers for Medicare and Medicaid Services. Pursuant to existing law, the department has created a multiyear initiative, the California Advancing and Innovating Medi-Cal (CalAIM) initiative, to build upon the outcomes of various Medi-Cal pilots and demonstration projects, including the Medi-Cal 2020 Demonstration Project Act.

This bill would establish the CalAIM initiative in statute to support the stated goals of identifying and managing the risk and needs of Medi-Cal beneficiaries, transitioning and transforming the Medi-Cal program to a more consistent and seamless system, and improving quality outcomes. The bill would require the department to seek federal approval for the CalAIM initiative, and would condition its implementation on receipt of federal approvals and availability of federal financial participation. For implementation purposes, the bill would authorize the department to enter into exclusive or nonexclusive contracts, or amend existing contracts. The bill would require the department to issue guidance identifying permissible data-sharing arrangements to implement CalAIM. To the extent authorized by the CalAIM Terms and Conditions, the bill would authorize the department to claim federal financial participation for expenditures associated with the designated state health care programs identified in the CalAIM Terms and Conditions for use solely by the department, and would appropriate both federal and General Fund moneys to the Health Care Deposit Fund in an amount equal to the federal financial participation that may be claimed under these provisions.

This bill would authorize the department to make incentive payments, grants, or other financial support available to qualified entities or providers, as specified, under the Providing Access and Transforming Health (PATH) program to support services, infrastructure, and capacity building in advancing and complimenting select goals and components of CalAIM. The bill would require the department to establish the methodologies, parameters, and eligibility criteria for PATH payments.



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 31, 2023

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

SUBJECT: RESOLUTION PROCLAIMING NOVEMBER 2023 AS NATIONAL
PREMATURITY AWARENESS MONTH

SUMMARY:

Overview:

The Kings County Department of Public Health requests that the Board adopt a resolution to proclaim the month of November 2023 as National Prematurity Awareness Month and the day of November 17, 2023, as World Prematurity Day. By joining the nation in observing this month, the County will bring awareness to health challenges, life impact, and ways to reduce the risk of preterm birth.

Recommendation:

Adopt a Resolution proclaiming the month of November 2023 as National Prematurity Awareness Month and November 17, 2023, as World Prematurity Day.

Fiscal Impact:

None.

BACKGROUND

Preterm birth and its complications are the largest contributors to infant death in the United States and globally. Both globally and nationally, it affects one (1) of every ten (10) infants born. In California, about one in 11 babies are born prematurely. Preterm or premature infants are babies who were born too early before they have had the chance to complete 37 weeks of pregnancy. The earlier infants are born, the higher the risk for health issues throughout their lives. A high percentage of babies born prematurely do not survive. Those that do survive premature birth face increased risk for intellectual and developmental disabilities, as well as problems with breathing, feeding, and more.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESOLUTION PROCLAIMING NOVEMBER 2023 AS NATIONAL PREMATURITY AWARENESS MONTH

October 31, 2023

Page 2 of 2

Locally, 9.28% of all Kings County resident births were preterm between 2019-2021, an increase compared to the 2018-2020 rate of 8.98%. The rate increase demonstrates the need for education and community engagement to improve birth outcomes for Kings County residents.

Preterm birth prevention begins with a healthy pregnancy. It is critical for a pregnant person to begin prenatal care as soon as possible. Communication with the health care provider and following individual prenatal care recommendations throughout pregnancy are essential. Although the causes of preterm birth are multi-faceted and complex, there are some tips to consider while pregnant that may reduce the risk of preterm birth, which include: avoiding smoking, use of illicit substances and/or alcohol, eating a balanced diet with foods containing iron and folic acid, getting at least 30 minutes of exercise each day, and lowering stress levels. Pregnant people should also be educated on the signs of premature labor to receive timely treatment and care.

The Maternal, Child and Adolescent Health (MCAH) program of the Kings County Department of Public Health promotes healthy birth outcomes through educational outreach to the community. Educational presentations on preterm birth reduction strategies have been provided to the community to improve knowledge and understanding. Social media is also utilized to increase communication and engagement efforts.

Proclaiming November 2023 as National Prematurity Awareness Month and November 17, 2023, as World Prematurity Day increases awareness of the health-related impacts and supports the efforts of improving birth outcomes, reducing infant mortality, and providing children with the best start at a healthy life.

This Resolution have been reviewed and approved by County Counsel as to form.

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

IN THE MATTER OF PROCLAIMING
THE MONTH OF NOVEMBER 2023 AS
NATIONAL PREMATURITY AWARENESS
MONTH

Resolution No. _____

WHEREAS, National Prematurity Awareness Month and World Prematurity Day provides an opportunity to promote positive birth outcomes and infant health, increased awareness of preterm birth complications, and provide preterm birth reduction education and understanding; and

WHEREAS, preterm or premature infants are babies who were born before 37 weeks of pregnancy, which can lead to increased health risks throughout their development; and

WHEREAS, babies who survive premature birth face increased risk for intellectual and developmental disabilities, as well as problems with breathing, feeding, and more; and

WHEREAS, preterm birth and its complications are the largest contributors to infant death; and

WHEREAS, in California, about 9.14% of babies are born prematurely, and in Kings County, 9.28% of all births between 2019-2021 were preterm births, representing 603 preterm babies; and

WHEREAS, known risk factors of preterm birth include young or advanced age of the mother, cigarette or substance abuse, stress, depression, and carrying more than one baby; and

WHEREAS, preterm birth reduction strategies include starting prenatal care visits and continuing to attend prenatal visits until delivery, avoiding smoking, use of illicit substances and alcohol while pregnant, eating a balanced diet with foods containing iron and folic acid, getting at least 30 minutes of exercise each day, and lowering stress levels; and

WHEREAS, participating in the promotion of National Prematurity Awareness Month and World Prematurity Day recognizes the importance of creating awareness and understanding of preterm birth in efforts to provide infants with the best start at a healthy life; and

WHEREAS, The Kings County Department of Public Health (KCDPH) is committed to promoting positive birth outcomes, infant health, preterm birth reduction strategies, and the health of Kings County's families by working with local providers, and increasing community awareness and education;

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of Supervisors of the County of Kings, State of California, that November 2023 as National Prematurity Awareness Month and the day of November 17, 2023, as World Prematurity Day and ask the residents of Kings County to join this observation.

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

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

Richard Valle, Chairman
Board of Supervisors, County of Kings

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

Catherine Venturella, Clerk
Board of Supervisors, County of Kings



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 31, 2023

SUBMITTED BY: Sheriff's Office-David Robinson

SUBJECT: GRANT AGREEMENT WITH CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR MEDI-CAL PRE-RELEASE SERVICES

SUMMARY:

Overview:

The Kings County Sheriff's Office (KCSO) is seeking approval of the grant agreement with California Department of Health Care Services under the Justice-Involved Planning and Capacity Building Program for the California Providing Access and Transforming Health (PATH) program to implement Medi-Cal pre-release services under the California Advancing and Innovating Medi-Cal (CalAIM) Justice-Involved initiative.

Recommendation:

Approve the grant funding agreement with the California Department of Health Care Services for the implementation of California Providing Access and Transforming Health services, effective upon execution through March 31, 2026.

Fiscal Impact:

This agreement has no impact to the County General Fund. The grant agreement allows for KCSO to receive \$3,500,000 to implement Medi-Cal pre-release services under the CalAIM Justice-Involved Initiative and to meet operational readiness requirements between April 1 2024, and March 31, 2026. The funds will be deposited into a new fund outside the General Fund so that they can be utilized for the entire performance period of the grant.

BACKGROUND:

On January 26, 2023, the Department of Health Care Services (DHCS) received federal approval under the CalAIM 1115 Demonstration for Providing Access and Transferring Health (PATH) capacity building funds to support the Justice-Involved Reentry Initiative. Under the CalAIM 115 Demonstration, DHCS received approval

(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

GRANT AGREEMENT WITH CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR MEDI-CAL PRE-RELEASE SERVICES

October 31, 2023

Page 2 of 2

to disseminate up to \$410 million in capacity building funds to support the planning and implementation of pre-release and reentry services in the 90 days prior to an individual's release. The intent of the demonstration is to build a bridge to community-based care for justice-involved Medi-Cal members, offering them services to stabilize their condition(s) and establishing a re-entry plan for their community-based care prior to release.

The PATH Justice-Involved Reentry Initiative Capacity Building Program provides funding to support the planning and implementation of the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails, and youth correctional facilities who meet the eligibility criteria as outlined in the CalAIM Section 115 Demonstration approval. PATH funds will be available to support investments in personnel, capacity, and/or Information Technology systems that are needed for collaborative planning and implementation to effectuate pre-release service processes. The funding KCSO was eligible to receive were specific to the requirements of this PATH Program as it relates to Correctional Facilities.

The focus area for the Correctional Facilities PATH funds are to provide start-up funding to support planning and implementation of reentry services which include 90-day pre-release eligibility screening; 90-day pre-release service delivery; reentry planning and coordination with Managed Care Plan, County Behavioral Health, and other applicable community supports and services; and oversight and project management. The permissible use of funding includes but is not limited to implementation of billing systems, adoption and certification of electronic health record technology, technology and IT-relates services, hiring of staff and training, and development of policies and procedures.

KCSO and Kings County Behavioral Health (KCBH) are both recipients of this funding and are coordinating for the purpose of establishing processes and infrastructure necessary to support the provision of establishing a Justice-Involved pre-release program within the County in accordance with the CalAIM Justice-Involved Reentry Initiative. Each entity that received funding is required to submit an implementation plan within 180 days detailing how the PATH funding will implement the operational criteria for the Medi-Cal pre-release services and how the funding will be applied. Although each entity has their own requirements and their own implementation plan template from DHCS, the collaborative effort of KCSO with KCBH will ensure that the resulting projects are coordinated for efficiencies.

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

California Providing Access and Transforming Health (PATH) Justice-Involved Planning and Capacity Building Program

Acknowledgement of Grant Terms and Conditions

As an express condition of receiving grant funds from the California Department of Health Care Services (“DHCS”) under the Justice-Involved Planning and Capacity Building Program, County Of Kings, Sheriff’s Department (“Awardee”), whose business address is 1570 Kings County Drive, Hanford, CA 93230 and whose Federal Tax Identification number is 94-6000814, hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. Use of Funding.

- a. CalAIM Pre-Release Services Implementation Plan. Awardee must use grant funds exclusively to implement Medi-Cal pre-release services under the CalAIM Justice-Involved Initiative in accordance with state law and California’s approved Medicaid 1115 Reentry Demonstration Waiver. By accepting funding covered by this agreement, Grantee agrees to complete and submit an implementation plan using the approved template, identifying how funding will be used to meet operational readiness requirements for implementing Medi-Cal pre-release services between April 1, 2024, and March 31, 2026. The awardee's initial grant application is attached hereto and incorporated herein by reference as Appendix A.
- b. Program Guidance and Conditions. In using the funds to implement Medi-Cal CalAIM pre-release services, Awardee must follow all terms, conditions, and guidelines provided in the most recently updated Justice-Involved Planning and Capacity Building Program guidance, found at www.ca-path.com, and in these Terms and Conditions.
- c. Changes and Modifications. Changes and modifications to Appendix A must be provided by the Awardee in writing and are subject to DHCS approval. No change or modification will be valid without the prior written approval of DHCS.

II. Role of Third-Party Administrator. DHCS has designated Public Consulting Group LLC as the third-party administrator (“TPA”), to administer the grant program and to communicate with Awardee with respect to grant administration. Awardees acknowledge that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions or actions. Awardee’s hereby holds harmless the TPA and its officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the receipt of grant funds.

III. Grant Amount and Method of Payment.

- a. Grant Amount. The total grant amount awarded to the Awardee must not exceed \$3,500,000 Awardee acknowledges that the grant amount has been determined by

DHCS and will not be negotiated with the TPA. Final amount awarded will be determined and communicated to the Grantee, in writing, no later than September 1, 2023.

- b. Method of Payment. Except as otherwise stated below, the TPA, on behalf of DHCS, must disburse the first installment of 10% of the awarded grant funds to Awardee via direct deposit into Awardee's provided bank account within forty-five (45) calendar days of receipt of Applicant's signed Acknowledgement, provided Awardee has provided all Awardee information, forms, and documentation required to facilitate payment. The remaining 90% of the awarded grant funds will be disbursed as follows:
- i. 60% of the total award amount will be disbursed upon review and approval of the Awardee's implementation plan. The Awardee's implementation plan must be submitted to the TPA for approval no later than 180 days after execution of this agreement. Funds will be disbursed by the TPA to the Awardee within forty-five (45) days of written notification by the TPA that the Awardee's implementation plan is approved.
 - ii. 15% of the total award amount will be disbursed upon review and approval of the Awardee's interim progress report. The Awardee's interim progress report must be submitted to the TPA for approval. Funds will be disbursed by the TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's interim progress report is approved.
 - iii. The remaining 15% of the total award amount will be disbursed upon review and approval of the Awardee's final progress report. The Awardee's final progress report must be submitted to the TPA for approval upon completion of all activities detailed in the Awardee's approved implementation plan and successful implementation of all operational readiness criteria for Medi-Cal pre-release services. All activities must be completed, and the final progress report submitted to the TPA no later than April 1, 2026. Funds will be disbursed by TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's final progress report is approved.
- c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Awardee in the disbursement of grant funds.

IV. Reporting Requirements.

- a. Implementation plan: Entities are required to submit an implementation plan detailing how they will use the PATH funding to implement the Operational Criteria for Medi-Cal pre-release services and submission of a detailed budget template that documents the amount of the funding requested and how the requested funding will be applied to different permissible uses. The implementation plan is due no later than 180 days (6 months) after the initial 10% of funds are disbursed.

- b. Interim report: Entities are required to submit an interim progress report after successfully implementing 50% of their Operational Criteria, detailing how PATH funds were spent to date, and descriptions of how the entity implemented each Operational Criteria.
- c. Final report: Entities are required to submit a final progress report detailing how PATH funds were spent and describing the final status of each Operational Criteria.
- d. Failure to report. If the entity fails to submit either the interim or final report within thirty (30) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VII, below.

V. Additional DHCS Terms and Conditions.

- a. Funding received through the Justice-Involved Planning and Capacity Building Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources, including but not limited to funds provided by the California Department of Corrections and Rehabilitation (“CDCR”) for the purchase of technology for state prisons, county jails, and youth correction facilities.
- b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Awardee of any such changes in writing.
- c. Awardee may be subject to audit or inquiry with respect to the receipt and use of grant funds at any time. Awardee must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within two (2) business days of receipt (as determined by the sent date in the electronic communication) and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.
- d. Awardee must alert DHCS and the TPA within two (2) business days if circumstances prevent it from carrying out any of the activities described in Appendix A. In such cases, Awardee may be required to return unused funds to DHCS.
- e. Awardee’s authorized representative for the purposes of communications related to this grant is:

CHRYSTAL THOMAS
ASSISTANT SHERIFF
KINGS COUNTY SHERIFF’S OFFICE
1570 KINGS COUNTY DRIVE
HANFORD, CA 93230
559-852-4136
Chrystal.Thomas@co.kings.ca.us

DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of the Awardee. The Awardee must notify DHCS and the TPA in writing no later than two (2) business days prior to implementing any change to the above- named authorized representative.

- f. Awardee will retain all records and documentation related to the receipt and use of PATH grant funds, including all documentation used to support and detail expenditures,

for no less than ten (10) years beyond the date of final payment and will make such records available for complete inspection by DHCS upon request.

- g. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about Awardee and its activities pursuant to this grant and may authorize others to do so without limitation, except as restricted by applicable law.
- h. Awardee will not discriminate on the basis of race, color, religion, caste, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, pregnancy and pregnancy related condition(s), veteran status, sexual orientation, gender identity and expression, genetic information, natural and protective hairstyle, and any other class of individuals protected from discrimination under state or federal law in any aspect in the conduct of any activity funded by DHCS.

VI. **Auditing and Recoupment**

- a. DHCS or the TPA, as appropriate, may perform audits of Justice-Involved funding disbursements. If DHCS or the TPA identifies deficiencies requiring corrective action, Grantee must comply with and timely complete a required Corrective Action Plan and other monitoring processes, as appropriate and as necessary to timely meet requirements and Operational Criteria for the CalAIM pre-release services and other requirements for receipt of PATH Justice-Involved funding.
- b. In the event that Awardee does not spend all received funds during the project period, Awardee must submit a final progress report indicating that not all received funds were spent during the project period. DHCS and the TPA will consider three (3) possible scenarios if the Awardee does not spend all funds received for any reason, including:
 - i. Permit the entity to ‘rollover’ a limited amount of unspent funding to other permissible uses for up to 12 months following project end date, pending approval from DHCS. The amount of funding that is rolled over and the duration of period for use may be determined by DHCS on a case-by-case basis;
 - ii. The entity may voluntarily return unused funds to DHCS; or
 - iii. If the entity is unresponsive to requests from DHCS or the TPA and will not return unused funds to DHCS or respond to the request for funding to be applied to different permissible uses, DHCS will seek an audit and recoupment of unused funds.
- c. DHCS will seek to audit entities and recoup funds in instances where DHCS identifies one (1) or more of the following:
 - i. DHCS or the TPA identify potential, fraud, waste, or abuse;
 - ii. DHCS or the TPA identify that funding was spent on impermissible uses of funds;
 - iii. DHCS or the TPA identify that funding received by the entity may be duplicative with other funding sources;

- iv. Awardee becomes ineligible to be a provider of pre-release services;
- v. Awardee reports using funding on an item or activity that was not documented in their approved grant application without seeking prior approval from DHCS;
- vi. Awardee reports significant deviations (as determined by DHCS) in how funding was applied to various approved funding uses relative to what was described in their original budget template; or
- vii. Awardee did not spend all the funds received and will not voluntarily return unused funds to DHCS or request for unused funds to be applied to other permissible uses.

VII. Termination. Upon written notice to Awardee, DHCS may terminate the grant award in any of the following circumstances:

- a. If Awardee fails to perform any one or more of the requirements set forth in these Terms and Conditions;
- b. If any of the information provided by Awardee to DHCS or to the TPA is untruthful, incomplete, or inaccurate;
- c. Upon Awardee's debarment or suspension by competent authority, if such debarment or suspension precludes any activity funded by the grant;
- d. Upon Awardee's indictment in any criminal proceeding;
- e. If Awardee is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;
- f. If DHCS does not receive or maintain sufficient funds to administer the program;
- g. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the grant; or,
- h. For any other purpose deemed necessary or advisable by DHCS.

In the case of early termination, Awardee may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

[CONTINUED ON PAGE 6 OF 6]

IN WITNESS THEREOF, AWARDEE has executed this Acknowledgment as of the date set forth below.

AWARDEE

Richard Valle, Chairman (signature)

Date

Attachments:
Appendix A



Application Detail

Application ID	919282
Submitted	Jul 14, 2023
Status	Approved
Applicant(s)	Chrystal Thomas (chrystal.thomas@co.kings.ca.us) 1570 Kings County Drive - Sheriff Hanford, CA, 93230,US 5598522268
Program and cycle	JI Application Round 3 JI Round 3
Tags	No tags
Forms	PATH JI Round 3 Terms and Conditions (Chrystal Thomas)

Award and Payment Detail

Cash Award

Total Amount
\$3,500,000.00

Payments
1

Payment	Payment ID	Payment number	Status
\$3,500,000.00 Payment date Jul 22, 2023	375637		Pending Jul 22, 2023

**California Providing Access and Transforming Health (PATH)
Justice-Involved Planning and Capacity Building Program
Acknowledgement of Grant Terms and Conditions**

As an express condition of receiving grant funds from the California Department of Health Care Services ("DHCS") under the Justice-Involved Planning and Capacity Building Program,

("Awardee") *
("Awardee")

County of Kings

whose business address is

Street *
Street

1550 Kings County Drive

City *
City

Hanford

State *
State

CA

County *
County

Kings

and whose Federal Tax Identification number is

TIN *
Federal Tax Identification number

94-6000814

hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. Use of Funding.

a. CalAIM Pre-Release Services Implementation Plan. Awardee must use grant funds exclusively to implement Medi-Cal pre-release services under the CalAIM Justice-Involved Initiative in accordance with state law and California's approved Medicaid 1115 Reentry Demonstration Waiver. By accepting funding covered by this agreement, Grantee agrees to complete and submit an implementation plan using the approved template, identifying how funding will be used to meet operational readiness requirements for implementing Medi-Cal pre-release services between April 1, 2024, and March 31, 2026. The awardee's initial grant application is attached hereto and incorporated herein by reference as Appendix A.

b. Program Guidance and Conditions. In using the funds to implement Medi-Cal CalAIM pre-release services, Awardee must follow all terms, conditions, and guidelines provided in the most recently updated Justice-Involved Planning and Capacity Building Program guidance, found at www.ca-path.com, and in these Terms and Conditions.

c. Changes and Modifications. Changes and modifications to Appendix A must be provided by the Awardee in writing and are subject to DHCS approval. No change or modification will be valid without the prior written approval of DHCS.

II. Role of Third-Party Administrator. DHCS has designated Public Consulting Group LLC as the third-party administrator ("TPA"), to administer the grant program and to communicate with Awardee with respect to grant administration. Awardees acknowledge that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions or actions. Awardee's hereby holds harmless the TPA and its officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the receipt of grant funds.

III. Grant Amount and Method of Payment.

Report field: grant amount

a. Grant Amount. The total grant amount awarded to the Awardee must not exceed

\$3,500,000.00

Awardee acknowledges that the grant amount has been determined by

DHCS and will not be negotiated with the TPA. Final amount awarded will be determined and communicated to the Grantee, in writing, no later than September 1, 2023.

b. Method of Payment. Except as otherwise stated below, the TPA, on behalf of DHCS, must disburse the first installment of 10% of the awarded grant funds to Awardee via direct deposit into Awardee's provided bank account within forty-five (45) calendar days of receipt of Applicant's signed Acknowledgement, provided Awardee has provided all Awardee information, forms, and documentation required to facilitate payment. The remaining 90% of the awarded grant funds will be disbursed as follows:

i. 60% of the total award amount will be disbursed upon review and approval of the Awardee's implementation plan. The Awardee's implementation plan must be submitted to the TPA for approval no later than 180 days after execution of this agreement. Funds will be disbursed by the TPA to the Awardee within forty-five (45) days of written notification by the TPA that the Awardee's implementation plan is approved.

ii. 15% of the total award amount will be disbursed upon review and approval of the Awardee's interim progress report. The Awardee's interim progress report must be submitted to the TPA for approval. Funds will be disbursed by the TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's interim progress report is approved.

iii. The remaining 15% of the total award amount will be disbursed upon review and approval of the Awardee's final progress report. The Awardee's final progress report must be submitted to the TPA for approval upon completion of all activities detailed in the Awardee's approved implementation plan and successful implementation of all operational readiness criteria for Medi-Cal pre-release services. All activities must be completed, and the final progress report

submitted to the TPA no later than April 1, 2026. Funds will be disbursed by TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's final progress report is approved.

c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Awardee in the disbursement of grant funds.

IV. Reporting Requirements.

a. Implementation plan: Entities are required to submit an implementation plan detailing how they will use the PATH funding to implement the Operational Criteria for Medi-Cal pre-release services and submission of a detailed budget template that documents the amount of the funding requested and how the requested funding will be applied to different permissible uses. The implementation plan is due no later than 180 days (6 months) after the initial 10% of funds are disbursed.

b. Interim report: Entities are required to submit an interim progress report after successfully implementing 50% of their Operational Criteria, detailing how PATH funds were spent to date, and descriptions of how the entity implemented each Operational Criteria.

c. Final report: Entities are required to submit a final progress report detailing how PATH funds were spent and describing the final status of each Operational Criteria.

d. Failure to report. If the entity fails to submit either the interim or final report within thirty (30) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VII, below.

V. Additional DHCS Terms and Conditions.

a. Funding received through the Justice-Involved Planning and Capacity Building Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources, including but not limited to funds provided by the California Department of Corrections and Rehabilitation ("CDCR") for the purchase of technology for state prisons, county jails, and youth correction facilities.

b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Awardee of any such changes in writing.

c. Awardee may be subject to audit or inquiry with respect to the receipt and use of grant funds at any time. Awardee must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within two (2) business days of receipt (as determined by the sent date in the electronic communication) and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.

d. Awardee must alert DHCS and the TPA within two (2) business days if circumstances prevent it from carrying out any of the activities described in Appendix A. In such cases, Awardee may be required to return unused funds to DHCS.

Awardee's authorized representative for the purposes of communications related to this grant is:

name *
[Name]

Chrystal Thomas

contact info *
[Contact Info]

Chrystal.Thomas@co.kings.ca.us

Desk: (559) 852-4136

Cell: (559) 212-7021

DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of the Awardee. The Awardee must notify DHCS and the TPA in writing no later than two (2) business days prior to implementing any change to the above-named authorized representative.

f. Awardee will retain all records and documentation related to the receipt and use of PATH grant funds, including all documentation used to support and detail expenditures,

for no less than ten (10) years beyond the date of final payment and will make such records available for complete inspection by DHCS upon request.

g. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about Awardee and its activities pursuant to this grant and may authorize others to do so without limitation, except as restricted by applicable law.

h. Awardee will not discriminate on the basis of race, color, religion, caste, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, pregnancy and pregnancy related condition(s), veteran status, sexual orientation, gender identity and expression, genetic information, natural and protective hairstyle, and any other class of individuals protected from discrimination under state or federal law in any aspect in the conduct of any activity funded by DHCS.

VI. Auditing and Recoupment

a. DHCS or the TPA, as appropriate, may perform audits of Justice-Involved funding disbursements. If DHCS or the TPA identifies deficiencies requiring corrective action, Grantee must comply with and timely complete a required Corrective Action Plan and other monitoring processes, as appropriate and as necessary to timely meet requirements and Operational Criteria for the CalAIM pre-release services and other requirements for receipt of PATH Justice-Involved funding.

b. In the event that Awardee does not spend all received funds during the project period, Awardee must submit a final progress report indicating that not all received funds were spent during the project period. DHCS and the TPA will consider three (3) possible scenarios if the Awardee does not spend all funds received for any reason, including:

i. Permit the entity to 'rollover' a limited amount of unspent funding to other permissible uses for up to 12 months following project end date, pending approval from DHCS. The amount of funding that is rolled over and the duration of period for use may be determined by DHCS on a case-by-case basis;

ii. The entity may voluntarily return unused funds to DHCS; or

iii. If the entity is unresponsive to requests from DHCS or the TPA and will not return unused funds to DHCS or respond to the request for funding to be applied to different permissible uses, DHCS will seek an audit and recoupment of unused funds.

c. DHCS will seek to audit entities and recoup funds in instances where DHCS identifies one (1) or more of the following:

i. DHCS or the TPA identify potential, fraud, waste, or abuse;

ii. DHCS or the TPA identify that funding was spent on impermissible uses of funds;

iii. DHCS or the TPA identify that funding received by the entity may be duplicative with other funding sources;

iv. Awardee becomes ineligible to be a provider of pre-release services;

v. Awardee reports using funding on an item or activity that was not documented in their approved grant application without seeking prior approval from DHCS;

vi. Awardee reports significant deviations (as determined by DHCS) in how funding was applied to various approved funding uses relative to what was described in their original budget template; or

vii. Awardee did not spend all the funds received and will not voluntarily return unused funds to DHCS or request for unused funds to be applied to other permissible uses.

VII. Termination. Upon written notice to Awardee, DHCS may terminate the grant award in any of the following circumstances:

a. If Awardee fails to perform any one or more of the requirements set forth in these Terms and Conditions;

b. If any of the information provided by Awardee to DHCS or to the TPA is untruthful, incomplete, or inaccurate;

- c. Upon Awardee's debarment or suspension by competent authority, if such debarment or suspension precludes any activity funded by the grant;
- d. Upon Awardee's indictment in any criminal proceeding;
- e. If Awardee is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;
- f. If DHCS does not receive or maintain sufficient funds to administer the program
- g. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the grant; or,
- h. For any other purpose deemed necessary or advisable by DHCS.

In the case of early termination, Awardee may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, AWARDEE has executed this Acknowledgment as of the date set forth below.

AWARDEE

PATH JI R3 terms and conditions final name *
(Name)

Chrystal Thomas

PATH JI R3 terms and conditions title *
(Title)

Assistant Sheriff - STC

PATH JI R3 terms and conditions date *
Date

Sep 6, 2023

PATH JI R3 terms and conditions attachments
Appendix A

No file uploaded



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 31, 2023

SUBMITTED BY: Administration – Kyria Matinez/Domingo C. Cruz
Public Guardian/Veterans Service Office – Scott Holwell

SUBJECT: OPERATION GREEN LIGHT 2023 RESOLUTION

SUMMARY:

Overview:

The National Association of Counties (NACo) has an Operation Green Light program, which is an initiative to shine a light on the plight of veterans in counties across the United States who are having a hard time connecting with benefits after serving their country. This new program was endorsed by the NACo Board at its meeting on July 23, 2022.. The first time the Board of Supervisors adopted a resolution in support of Operation Green Light was on October 25, 2022, for the period of November 7th through November 13th, 2022.

Recommendation:

Adopt a Resolution in support of Operation Green Light for veterans from November 6, 2023 through November 12, 2023.

Fiscal Impact:

There is no impact to the General Fund, as the materials from 2022 are still re-usable. This program will most likely attract current and soon to be veterans to seek out Kings County Veterans Services for assistance, which may bring additional millions of dollars to the County in the form of monetary benefits. Kings County's veteran population is approximately 8,500, but only approximately 4,100 are in receipt of Veterans Administration benefits. In Fiscal Year (FY) 2021-22, veterans in Kings County received \$76,472,000 in direct compensation/pension payments, an increase of 24% over the prior FY.

BACKGROUND:

This resolution reflects that the residents of Kings County have great respect, admiration, and the utmost gratitude

(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

OPERATION GREEN LIGHT 2023 RESOLUTION

October 31, 2023

Page 2 of 2

for all the men and women who have selflessly served the country and this community in the armed forces. It also encourages citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

The contributions and sacrifices of the men and women who served in the armed forces have been vital in maintaining the freedoms and way of life enjoyed by all citizens. Veterans continue to serve their community through various Veterans Service Organizations, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability, and compensation benefits each year.

Approximately 200,000 service members transition to civilian communities annually. An estimated 20 percent increase of service members will transition to civilian life in the near future. Studies indicate that 44 to 72 percent of service members experience high levels of stress during their transition from military to civilian life. These service members are at a high risk for suicide during their first year after military service.

NACo encourages all counties, parishes, and boroughs to recognize Operation Green Light for Veterans. Kings County appreciates the sacrifices of all United State Military Personnel and believes specific recognition should be granted. The County will be shining green lights to the following buildings or structures:

- Veterans Memorial Wall in the Kings County Government Center courtyard
- Flagpole in front of the Administration/Board of Supervisors building
- Human Resources and Assessor/Clerk-Recorder (facing Lacey Boulevard)
- Old Hospital building closest to the Government Center courtyard (facing Lacey Boulevard)

Staff recommends adopting the resolution to salute and honor the service and sacrifice of veterans and the men and women in uniform transitioning from active-duty service.

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

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

**IN THE MATTER OF ADOPTING
A RESOLUTION SUPPORTING
OPERATION GREEN LIGHT 2023 FOR
VETERANS THROUGHOUT KINGS COUNTY/**

RESOLUTION NO. 23 -

WHEREAS, the residents of Kings County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces;

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens;

WHEREAS, Kings County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all;

WHEREAS, Veterans continue to serve our community in various capacities including Veteran Service Organizations, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability, and compensation benefits each year;

WHEREAS, Approximately 200,000 service members transition to civilian communities annually with an estimated 20 percent increase of service members transitioning to civilian life;

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during their transition from military to civilian life, and are at a high risk for suicide during their first year after military service;

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Kings County appreciates the sacrifices of its United States Military Personnel and desires to grant specific recognition for their service.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The County of Kings declares November 6th through November 12th, 2023, Operation Green Light for Veterans in Kings County, and designates it as a time to salute and honor the service and sacrifice of veterans and those men and women in uniform transitioning to civilian life from active-duty service.

2. In observance of Operation Green Light for Veterans, the County of Kings encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 6th through the 12th, 2023.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a special meeting held on the 31st day of October, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard Valle, Chairperson, Board of Supervisors
County of Kings

IN WITNESS WHEREOF, I have set my hand this 31st day of October, 2023.

Diane Badasci, Deputy Clerk of the Board of Supervisors
County of Kings



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM October 31, 2023

SUBMITTED BY: Administration – Kyria Matinez

SUBJECT: TELEWORK POLICY FOR COUNTY EMPLOYEES

SUMMARY:

Overview:

County staff is proposing a policy to improve employee morale and retention, promote administrative efficiencies, and enhance recruitment efforts by reimagining work locations for County employees through the use of modern technologies. Telework will be implemented at the convenience of departments. Telework will be a voluntary agreement between an employee and the department.

Recommendation:

Approve the County’s Telework Policy.

Fiscal Impact:

Administration staff has surveyed all departments to understand the needs for any remote equipment that departments do not have. The cost will be absorbed by the departments until further evaluation is concluded. Cost for a laptop is about \$2,700 and there is a need for about 40 countywide.

BACKGROUND:

From March 2020 to April 2021, the County operated with a significant portion of the organization working remotely to mitigate the impact of COVID-19. During this time, many departments were able to adapt and develop business processes that equipped employees working remotely to deliver services at the same level or better when compared to working in person. Since then the County has brought the entire staff back to work in person, the remote work infrastructure has continued to support employees on four pilot departments, Child Support, County Counsel, District Attorney’s Office and Assessor/Clerk Recorder’s Office. The pilot programs have proven to be successful and now the recommendation is to proceed with the entire County for those departments who would like to participate at the discretion of the Department Head.

(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

TELEWORK POLICY FOR COUNTY EMPLOYEES

October 31, 2023

Page 2 of 2

An employment trend that did not begin with, but substantially accelerated the pandemic was the increased prevalence of flexible work policies and arrangements for jobs that can effectively be performed remotely. In both the private and public sector, many job candidates will no longer consider an employer if there is not an opportunity to work remotely either partially or fully.


Specific to local government in the region, nearly all of the local government jurisdictions offer employees the opportunity to work remotely on either a full-time or part-time basis. The County competes for the same talent as cities and counties that allow regular telework as an option, and this has increasingly become a recruitment and retention issue for the County as a number of strong candidates have withdrawn from the hiring process based primarily or solely on the lack of telework flexibility.

Many employees value remote work as an option and in many cases can be more productive when completing certain tasks from home, as telework allows employees to reduce the stress, time, and cost of commuting. Remote work also has the additional benefit of reducing traffic congestion. The proposed telework policy would allow, at the discretion of the Department head to participate in the telework program, it is completely voluntary.

Departments that allow telework will only be permitted to offer up to two days a week. The option to telework will be at the discretion of the Department Head and if they can offer the ability to do so in their operations. The policy will be evaluated in the Spring 2024. This policy will supersede any other pilots that were implemented.

Administration, Human Resources, and Information Technology staff believe the proposed telework policy provides a framework that best positions the County to compete for talent while cultivating a positive, accountable, and supportive work environment that equips County staff and the departments to do their best work for residents.

Administration is recommending the telework policy, which will support the County's efforts to recruit and retain the best talent to deliver outstanding County services.

	<p align="center">COUNTY OF KINGS California POLICY MANUAL</p>	<p>Number: BOS Agenda Date:</p>
<p>SUBJECT Teleworking Policy</p>		
<p>DEPARTMENT Administration</p>		<p>Effective Date: October 31, 2023 Revision Date:</p>

1. Purpose

The purpose of this policy is to allow for flexibility in employee work locations while maintaining or enhancing County service, productivity, emergency responsiveness, recruitment, retention, and engagement levels.

2. Authority

The Board of Supervisors (Board) has exclusive jurisdictional control over all County operations. In addition, the Board regulates the use of telework in consultation with the County Administrative Officer, when used for official County business.

The Board authorizes teleworking to be implemented in County departments as a benefit to business operations or in the event of an emergency. When authorized, a County employee may participate in telework; all County and department policies, ordinances, practices, work assignments, and instructions apply.

This policy will be reviewed for continuance by March 2024.


3. Definitions

3.1. Telework: Telework is the practice of working from home or other non-County worksite. May also be referred to as remote work.

4. Policy

Management retains the right to determine eligibility for teleworking. Not all positions/classifications are suitable for telework, and not all employees perform satisfactorily in a teleworking arrangement. The determination and approval of an employee's participation in telework is exclusively at the discretion of the County and respective appointing Department Head. Telework is voluntary and a privilege. Teleworking is not an employee right, but rather, is available to those employees who work in positions wherein the County has determined it is beneficial and/or consistent with operational business needs. Teleworking does not change the basic terms and conditions of employment with the County. All employees who telework must have an approved Telework Agreement in which they agree to the policies and procedures.

Teleworking may be modified or revoked by the County Administrative Officer or Department Head at any time for any reason. Whenever practicable, the County will provide a minimum of 24-hours notice when revoking or modifying a telework

	<p align="center">COUNTY OF KINGS California POLICY MANUAL</p>	<p>Number: BOS Agenda Date:</p>
<p>SUBJECT Teleworking Policy</p>		
<p>DEPARTMENT Administration</p>		<p>Effective Date: October 31, 2023 Revision Date:</p>

arrangement unless a shorter time period is mutually agreed upon by the employee and Department Head.


As with any work performed on behalf of the County, work at the telework site is considered official County business. Products, documents, and records used by/or developed while teleworking are the property of the department and the County and are subject to department and County rules regarding confidentiality, disclosure, and record retention requirements.

The teleworking schedule should be the same as the schedule an employee would have when working in the office unless other arrangements are made and approved by the Department Head. Hours for teleworking are County core hours of 7:00a.m. to 6:00p.m. Fair Labor and Standards Act (FLSA) nonexempt (hourly) employees are required to perform work duties within an established schedule and shall adhere to scheduled rest and meal breaks. Teleworking will only be allowed up to two days during a week; those two days can be consecutive or separated, and all is contingent on approval from the Department Head. An employee authorized to telework may not alter their work schedule or work additional hours beyond their authorized hours without prior written authorization from the Department Head or County Administrative Officer. FLSA exempt employees may be required to work core hours, as directed by the Department Head. Department Heads will be responsible for any FLSA violations.

Use of sick leave, vacation, compensatory time off (CTO), administrative leave or other absences from work must be approved in advance and in accordance with department and County policy.

Employees are not required to use their personal phone for communication with customers but may elect to do so. The employee is encouraged to block their number. Employees are responsible for all telecommunications expenses and connectivity charges resulting from the teleworking arrangement. The County assumes no responsibility for any operational costs or liability associated with the employee's telework worksite, including home/building maintenance, computers or laptops, personal office equipment, office supplies, office furniture, insurance, utilities, or internet costs.

An employee who teleworks cannot bring clients, customers, vendors, or other persons into their telework location to conduct County business.

	<p align="center">COUNTY OF KINGS California POLICY MANUAL</p>	<p>Number: BOS Agenda Date:</p>
<p>SUBJECT Teleworking Policy</p>		
<p>DEPARTMENT Administration</p>		<p>Effective Date: October 31, 2023 Revision Date:</p>

The normal work location for an employee shall be the County worksite. An employee’s commute to the County worksite shall not be compensable time and mileage shall not be reimbursable. Whenever practicable, management will provide 24-hours advance notice if the employee authorized to telework is required to report to the County worksite. However, an employee authorized to telework may also be required to report to the County worksite on shorter notice to address immediate urgent business. Such a requirement does not constitute call-back pay. The County shall not reimburse a teleworking employee for mileage when an employee is required to report to the County worksite unless provided by the employee’s applicable MOU or County Travel Policy.


In order to be eligible to participate in the teleworking agreement an employee must not be on an initial probationary period, have satisfactory performance evaluation rating on their last performance evaluation, and an employment record free of formal disciplinary action (e.g., suspension or demotion) for the preceding six (6) months, and have at least a minimum 20 hours of accrued sick leave. If those amounts fall below the 20-hour threshold the employee will no longer be able to participate until the hours are a minimum of 20 hours. A combination of sick time and vacation can be considered in extraordinary cases, but must be approved by the County Administrative Officer.

In order to participate the employee must be in good standing without being on a Performance Improvement Plans or sick leave restrictions.

This policy supersedes any pilot teleworking agreement.

5. County Equipment

The County may, at its discretion, provide teleworking equipment such as a computer, laptop, tablet, cell phone, or supplies. An employee authorized to telework will need to work with their department for all telework devices such as a computer, laptop, tablet, cell phone, or supplies. Any equipment/supplies provided by the County will remain the property of the County and will be returned to the County upon request. All County policies and procedures and departmental policies and procedures involving County equipment apply to employees using County equipment at the telework worksite. Employees shall not connect to any device (e.g., printer, scanner, USB) not issued by the County and/or department when working from home other than the employee provided internet. Employees shall not print documents offsite.

	<p align="center">COUNTY OF KINGS California POLICY MANUAL</p>	<p>Number: BOS Agenda Date:</p>
<p>SUBJECT Teleworking Policy</p>		
<p>DEPARTMENT Administration</p>		<p>Effective Date: October 31, 2023 Revision Date:</p>

Employees using County-provided teleworking equipment must be able to independently transport and set-up the equipment at their telework site unless other arrangements are pre-arranged by the Department Head.


6. Computer Security

The Information Technology Department (ITD) will maintain a list of resources, required security guidelines, and a self-assessment checklist for employees to use to help secure their telework technology devices. Employees will access the County applications and resources utilizing the County’s standard Virtual Private Network (VPN) connectivity methodology. Employees accessing County resources over VPN, on either personal or County issued devices, will be required to have an anti-virus program installed and operational at all times. Access to County resources will be classified using a Host Information Profile (HIP) within the VPN software. Access to County resources on personal devices will be limited to remote desktop. Full access to County resources over VPN will only be provided on County issued and maintained devices.

Personal computer/electronic device use is not allowed without prior authorization from the Department Head in consultation with the ITD. An employee authorized to telework who uses their personal computer/electronic device is responsible for following all security guidelines including data encryption and password policies, in accordance with the IT Acceptable Use Policy.

County employees must not save any County records on personal computers/electronic devices or transmit County records via personal email accounts. County records saved on an employee’s personal computer/electronic device may subject an employee to records release and search laws.

Employees are required to ensure the integrity and confidentiality of all information and take steps to ensure County, confidential, Federal Tax Information (FTI) or other Personal Identifying Information (PII) is not viewed or available to non-County employees. Only employees are allowed access to confidential information in County accessible database applications. Employees must ensure that the security of the data is maintained while teleworking. Physical resource materials, such as handwritten notes, should be kept to a minimum and secured when not in use. The display screens for all systems used to handle County sensitive information must be positioned such that they cannot be readily viewed by unauthorized persons through a window, over a shoulder, or by similar means.

	<p align="center">COUNTY OF KINGS California POLICY MANUAL</p>	<p>Number: BOS Agenda Date:</p>
<p>SUBJECT Teleworking Policy</p>		
<p>DEPARTMENT Administration</p>		<p>Effective Date: October 31, 2023 Revision Date:</p>

Employees shall immediately report any issues (including but not limited to potential data breaches, viruses, compromised documents, loss, or theft) to their supervisor and department head and the Information Technology helpdesk.

7. Workplace Safety

The Department of Human Resources and Risk Management Division provide a Safety Checklist for employees to use when teleworking to help ensure a safe and productive work environment.

(See References)

An employee authorized to telework is responsible for following all guidelines provided in the Safety Checklist.


8. Telework Agreement

An employee who is authorized to routinely telework must complete a Telework Agreement via NEOGOV. If approved by the Department Head, the Telework Agreement will be signed.

GUIDELINES FOR ESTABLISHING TELEWORK

The Department Head will determine if they wish to establish a teleworking arrangement in their department. Prior to establishing a telework program, they may consider the following:

- Not all jobs are eligible for telework based on the nature of the job; some positions may not be eligible
- The work can be performed from a remote or alternative non-County location
- The work can be performed without negatively impacting service delivery
- There is a clear way to measure the work the employee completes
- The alternate worksite is suitable for the type of work to be performed
- Sensitive and/or confidential data is reasonably protected and not placed at a higher risk because of the telework arrangement; and will the arrangement comply with the security requirements of Internal Revenue Service (IRS) Publication 1075, including worksite inspections

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9. Management Responsibilities

- Determine positions are appropriate for telework
- Develop and approve productivity, performance, workflow and communication standards and expectations for an employee authorized to telework
- Ensure adherence to work standards and County and department policies, procedures, work rules, laws, and regulations
- Maintain efficient and effective work operations and ensure that authorized telework agreements do not interfere, disrupt, or have any negative effects or consequences to County operations

10. Employee Responsibilities

- Sign and adhere to Telework Agreement via NEOGOV
- Secure computer systems in accordance with County and department guidelines of County records so that confidentiality is maintained
- Sign a Health Insurance Portability and Accountability Act (HIPPA) privacy agreement - if the department is a HIPPA covered entity
- Secure and arrange the workspace to protect confidentiality of County records and to maintain a safe work environment, as outlined above
- Comply with all workplace policies and expectations including communication and availability protocols

11. References

- Telework Agreement eform

12. Amendments

The County Administrative Officer or designee and Human Resources Director are authorized to make amendments in adherence to MOU, ordinance, or law.

13. Minimum Standards

This policy sets the minimum standards for teleworking. A Department Head may impose additional controls for their staff or specific individuals.



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