



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2024

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

SUBJECT: AGREEMENT WITH THE KINGS COUNTY OFFICE OF EDUCATION FOR EDUCATIONAL SUPPORT SERVICES FOR DEPENDENT YOUTH

SUMMARY:

Overview:

The Kings County Human Services Agency (HSA) is requesting approval to enter into an agreement with the Kings County Office of Education (KCOE) to provide educational support for dependent children through the Title IV-E Foster Care Administrative activities.

Recommendation:

Approve the agreement with the Kings County Office of Education to provide educational support for dependent children through leveraging Title IV-E Foster Care Administrative funds effective July 1, 2024 through June 30, 2027.

Fiscal Impact:

There is no fiscal impact to the County General Fund and no required County match. This agreement allows for the pass through of Federal Title IV-E, Social Security Act funds for allowable child welfare related activities performed by KCOE. The total amount of the agreement for the next three years is \$1,523,625. Kings County’s obligation under this agreement will be only for the Title IV-E portion of the agreement, which is \$183,343 a year, and amounts to \$550,029 for next three years. The remainder of the agreement will be covered by a KCOE match of \$324,532 annually, for a total of \$973,596 over the next three years. The Board previously approved appropriations in the amount of \$166,341 for fiscal year (FY) 2023-24 in Budget Unit 510000. KCOE is responsible for the required match (approximately 61% of the overall program budget) in non-federal and non-direct services dollars spent on these allowable administrative activities. The total cost is reflected in HSA’s FY 2024-25 Recommended Budget in Budget Unit 510000.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH THE KINGS COUNTY OFFICE OF EDUCATION FOR EDUCATIONAL SUPPORT SERVICES FOR DEPENDENT YOUTH

June 25, 2024

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BACKGROUND:

HSA proposes that the County enter into an agreement with KCOE to provide educational support for dependent children through the Title IV-E Foster Care Administration activities.

KCOE operates the Youth Services Coordinating Program (FYSCP) and is responsible for providing services in accordance with Education Code Section 42920-25. Under this direction, KCOE has contracted to serve dependent youth residing in Kings County.

On March 1, 2022, the Board approved an agreement (Agreement 22-024) with KCOE for educational support of dependent youth through the Title IV-E Foster Care Administration activities. Additionally, on September 25, 2018, the Board approved a Memorandum of Understanding (MOU) with KCOE (MOU 19-208) for support services for dependent youth.

This agreement will continue collaboration to service foster youth in Kings County and is intended to ensure all Kings County foster youth receive support and educational opportunities, in accordance with Education Code Sections 42921, 48853.5, and 49069.5.

This agreement has no impact on the County General Fund and will allow KCOE to continue claiming and matching Title IV-E funds. KCOE performs Title IV-E Administrative Activities including providing educational information to HSA, facilitating communication between parties to ensure foster youth receive eligible services, and transfer health and education records to complete the Health and Educational Passport.

This agreement outlines the specific and general activities of each participating agency within the framework of Title IV-E of the Social Security Act. KCOE will provide administrative activities and send their claim to HSA. HSA will process the claim, and upon the receipt of the Title IV-E reimbursement will pay KCOE.

This agreement will allow KCOE to maximize the usage of the Title IV-E funds to benefit the Kings County foster youth.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR
SERVICES**

THIS AGREEMENT is made and entered into on _____, 2024, between the County of Kings, a political subdivision of the State of California (“County”) and Kings Office of Education (“KCOE”) (“Contractor”) (singularly a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS, the County is required to provide educational support services for dependent children, under Part E of Title IV of the Social Security Act of 1934 (42 U.S.C. § 670 et seq.) ("Title IV-E");

WHEREAS, the said educational support services include connecting dependents to schools districts, providing youth transition services and making referrals to special education programs that KCOE provides via its Foster Youth Services Coordinating Program ("FYSCP");

WHEREAS, the County administers child welfare services through its Human Services Agency ("HSA"); and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

County shall pay Contractor in accordance with the attached **Exhibit B**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration.

Contractor shall completely expend all funds in accordance with this Agreement by June 30th, 2027. The County's obligation to compensate the Contractor is contingent upon County's receipt of Federal and State funds. Both program activities and funding allocations are subject to immediate reduction or termination if either funding or funding authorization are reduced or terminated.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit B**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders or any other documents pertaining in whole or in part to this Agreement.

4. TERM

This Agreement commences on July 1, 2024, and terminates on June 30, 2027, unless otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify and the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

6. AMENDMENTS

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

7. TERMINATION

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

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-defaulting Party shall provide written notice to the defaulting Party of its intention to terminate this Agreement and inform the defaulting Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Default, all Notices of Breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Default, the non-defaulting Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Default to cure, the defaulting Party may submit a written proposal to the non-defaulting Party within that period, setting forth a specific plan to remedy the default and the date certain for completion. If the non-defaulting Party assents to the proposed plan in writing, the defaulting Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within said period, the non-defaulting Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Default; or iii) grant the defaulting Party additional time to cure.

b. Alternatively, the County may elect to cure the default and Contractor shall bear all expenses incurred the County in curing the breach.

2) Breach Not Subject to Cure. If the non-defaulting Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Default to the defaulting Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

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

D. No Waiver of Breach or Default by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or default of the Party's obligations under this Agreement; ii) waive a Party's right

to assert breach or default; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County's Risk Manager guaranteeing said coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

D. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

E. Insurance Limits. Contractor shall obtain the insurance policies in the amounts set forth below, unless the County's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

1. Commercial General Liability covering bodily injury, personal injury and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code.

Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

F. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted upon prior approval of the County's Risk Manager.

G. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

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

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

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

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

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 7920.000 *et seq.*

Contractor shall execute and comply with the Assurances of Compliance , attached as **Exhibit C**.

12. CONFIDENTIALITY

Contractor shall not use County's confidential information ("Confidential Information") for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third party's request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

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

14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual

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orientation, military status, or any other protected basis.

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

15. SUBCONTRACTORS

Services under this Agreement are personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval.

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

19. NOTICE

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

County

Wendy Osikafo
Kings County Human Services Agency
1400 West Lacey Blvd., Building #12
Hanford, CA 93230

Contractor

Joy Santos, Assistant Superintendent
Kings County Office of Education
1144 West Lacey Boulevard
Hanford CA 93230

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

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

21. SEVERABILITY

If any of the provisions of this Agreement are found unenforceable, the remaining provisions remain enforceable as fully as possible and the unenforceable provisions will constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD PARTY BENEFICIARIES

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

24. ADA COMPLIANCE

Contractor shall comply with the Americans with Disabilities Act, Title II and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

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

25. DEBARMENT AND SUSPENSION

By execution of this Agreement, CONTRACTOR certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” and is not debarred, suspended, or otherwise excluded from the award of a federally supported contract under statutory or regulatory authority other than Executive Order 12549.

26. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

27. ELECTRONIC SIGNATURES; COUNTERPARTS

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

28. AUTHORITY

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

REMAINDER OF PAGE INTENTIONALLY

BLANK SIGNATURES ARE ON FOLLOWING

PAGE

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

COUNTY OF KINGS

KINGS COUNTY OFFICE OF EDUCATION

Joy Santos

A4E6E3EAF2F71B65FDBAAACE917B30897 readysign

By: _____
Doug Verboon, Chair

By: _____
Joy Santos, Assistant Superintendent

ATTEST

APPROVED BY RISK
MANAGEMENT AS TO INSURANCE

Sarah Poots

813BB3CAD3655817F55583489257E37C readysign

Catherine Venturella, Clerk to the Board

By: _____
Sarah Poots, RISK Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

Willie Barrera

BABD9E472141B040F9AE9902095423E4 readysign

By: _____
Willie Barrera, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Operating Budget

Exhibit C: Assurance of Compliance with County – Non Discrimination

Exhibit D: Kings County ADA Grievance Procedures

EXHIBIT A
Scope of Work

PROGRAM SERVICES

As the operator of the FYSCP, KCOE is responsible for providing services in accordance with Education Code sections 42920 et seq. Under this direction, KCOE contracted to coordinate educational services to pupils in foster care in Kings County. KCOE's FYSCP provides support services for students that suffer the traumatic effects of displacement from family, schools, and multiple placements in foster care. The goal is to build capacity and increase multi-sector collaboration amongst child welfare, probation, education, and community agencies to improve educational outcomes.

The similar missions of KCOE's FYSCP and the HSA resulted in a natural collaboration to serving foster youth in Kings County. The Parties intention for this Agreement is ensuring all Kings County foster youth receive support and educational opportunities in accordance with Education Code sections 42921, 48853.5, and 49069.5.

TARGET POPULATION

-
Kings County foster youth.

PURPOSE

Pupils in foster care represent one of the most vulnerable and academically underperforming subgroups enrolled in California schools. The instability in home and school placements often negatively affects students' learning achievement. In California, foster youth perform lower on all educational outcomes than any other student group in the state including homeless youth, English learners, and socioeconomically disadvantaged students.

The purpose of this Agreement is to identify the specific and general responsibilities of each participating agency within the framework of Title IV-E of the Social Security Act. This Agreement conforms to applicable federal and state laws and shall be updated as required pursuant to any change in federal and state laws to ensure compliance.

KCOE'S RESPONSIBILITIES

KCOE shall:

1. Work with HSA to ensure no duplication of activities to serve foster youth;
2. Work with HSA to minimize changes in school placement;

3. Work with appropriate school districts to facilitate the prompt transfer of educational records between educational institutions when placement changes are necessary, coordinate completion of transfers at an educationally appropriate time with accurate partial credits awarded and the timely enrollment of the pupil;
4. Work with Regional Student Advisor (RSA) to collect information regarding the education of dependents and services KCOE rendered for dependent children to update the juvenile court;
5. Provide education-related information to RSA to assist delivering services to foster children and youth, including, but not limited to, educational status and progress required for inclusion in court reports under Welfare and Institutions Code section 16010, upon three (3) days of RSA's request;
6. Obtain, identify, and refer children to mentoring, tutoring, vocational training, and other services designed to enhance the educational prospects of foster children;
7. Work with RSA, educational rights holders, and foster youth to plan transitioning foster youth into school districts located in Kings County;
8. Facilitate communication between educational rights holders, foster care providers, school districts (including schools within a district's jurisdiction), foster youth liaison(s) and any other school staff or education service providers;
9. Share information with the foster care provider regarding available training programs that addresses education issues for children in foster care;
10. Refer caregivers and educational rights holders of foster youth who have special education needs to special education programs and services;
11. Refer foster youth to services that meet local needs identified through collaborative relationships and local advisory groups, which may include, but is not limited to the following:
 - a. Mentoring;
 - b. Counseling;
 - c. Transitioning services; and
 - d. Emancipations services.

12. Establish collaborative relationships and advisory group(s) with the goal

of improving educational outcomes for foster youth.

13. Establish a process for the efficient and expeditious transfer of health and education records and the Health and Education Passport;
14. Provide regular updates on the status, grades, and performance of Kings County foster youth, including but not limited to 504 agreements, Individual Education Plans as attained from the school districts to the Child Welfare Social Worker;
15. Track data and report outcomes within the time schedule established in joint agreement with the HSA; and
16. Provide local administration of the Foster Focus System, ensure training and skill development to authorized HSA staff in the Foster Focus System.

HSA'S RESPONSIBILITIES

HSA Shall:

1. Work in partnership with KCOE's FYSCP to achieve the identified goals and outcomes;
2. Assist KCOE to coordinate issues, resolve problems, and facilitate the timely referral or notification of placement moves for eligible foster youth;
3. Work with KCOE's FYSCP through the AB2083 Integrated System of Care Memorandum of Understanding to implement a jointly developed process for sharing and the mutual exchange of information and data for all youth served under this Agreement;
4. Facilitate and participate in joint problem solving with KCOE's FYSCP to address youth needs while partnering to establish target youth populations and prioritize needs based on funding availability;
5. Provide a capacity to leverage California Department of Education Foster Youth Services funding to allow the claiming of Title N-E allowable administrative costs; and
6. Work with KCOE's FYSCP to a) enhance educational involvement in the Independent Living Plan process and; b) develop a plan and procedure.

7. PROGRAM ADMINISTRATION

KCOE shall maintain regular contact with the HSA's contract manager ("Contract Manager") during this Agreement's term. Contacts between KCOE and the Contract Manager may be in person, by telephone, video conferencing, electronic email or written.

The Parties, including the Contract Manager, shall meet at least one (1) time per quarter. The Contract Manager will evaluate the effectiveness of the participant's progress, and the program's effectiveness overall and address barriers to foster children. The evaluation framework will include the following outcomes described in the next section to determine individual program effectiveness.

OUTCOMES

On a monthly basis, KCOE shall track the following statistics and submit them to HSA's Contract Manager:

1. Number of foster youth served per month;
2. Respond to requests from the juvenile court for information; and
3. Number of referrals made to caregivers and educational rights holders to programs and services for foster youth that have special education needs.

EXHIBIT B

Operating Budget
Kings Office of Education

Employee Salaries	
Executive Director: 0.1 FTE Youth Services Liaison: 0.5 FTE Learning Technician: 0.65 FTE Learning Technician: 0.65 FTE Secretary: .5 FTE	\$152, 989.00
Subtotal Salary Expenses	\$152, 989.00
Employee Benefits	
STATE TEACHERS' RETIREMENT SYSTEM, PUBLIC EMPLOYEES' RETIREMENT SYSTEM. FICA/MEDICARE. HEALTH WELFARE, STATE UNEMPLOYMENT, WORKER'S COMPENSATION, AND RITIREE HEALTH	\$82, 639.00
Subtotal Employee Benefits:	\$82,639.00
OPERATIONAL EXPENSES	
Supplies, Materials, Travel and Printing: Essential hardware like laptops, hotspots, printers, paper, ink, desktop software, cybersecurity, Adobe, DocuSign, website, Travel & Conferences, Contracted Services, Dues and Memberships, and Transfer and Direct Costs.	\$106, 964.00
Subtotal Operational Expenses	\$106,964.00
OTHER EXPENSES	
Indirect Costs (7.72%):	\$26,448.00
Subtotal Indirect Costs:	\$26,448.00
TOTAL EXPENSES	\$369,035.00

Estimated annual budget is reflected in Exhibit B. The budget may change each subsequent year:

KCOE Match	\$324,532
CDSS Title IV-E obligation	\$183,343
Total Program Costs	\$507,875

The maximum obligation of the County/CDSS under this contract shall be \$183,343.00, or the actual federal share of allowable costs, whichever is less. The maximum obligation of the County under this MOU may change as costs or funding shifts, but shall never be greater than the County's actual federal share of allowable costs. (e.g. If the current federal foster rate is 78%, then 50% claiming would equal approximately 39% , requiring a 61% match from KCOE in non-federal and non-direct services dollars spent on allowable administrative activities.)

KCOE is responsible for the Match amount, which is estimated at the federal discount rate of the total program cost, representing the non-federal share of cost. KCOE shall certify the expenditure of this share of cost, and that these funds were not used as match to any other federal program. The Match shall be documented on a quarterly invoice and must be extended in order to claim Title IV-E reimbursement.

Exhibit C

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

ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

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

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

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

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

Joy Santos

A4E6E3EAF2F71B65FDBAACE917B30897

readysign

Joy Santos
Assistant superintendent

Exhibit D

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2024

SUBMITTED BY: Human Services Agency – Wendy Osikafo/Christopher Narez

SUBJECT: AGREEMENT WITH KINGS COMMUNITY ACTION ORGANIZATION
INCORPORATED FOR HOME VISITING PROGRAM SERVICES

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval to enter into an agreement with the Kings Community Action Organization Incorporated (KCAO) to administer the Home Visiting Program (HVP). The last agreement with KCAO for HVP services was approved by the Board on June 28, 2022, effective from July 1, 2022 through June 30, 2024. HVP supports eligible individuals who are pregnant or have children under five years of age to promote early learning development and health of children by supporting and engaging parents and caretakers utilizing the Parents as Teachers (PAT) evidence-based home visiting model.

Recommendation:

Approve the agreement with Kings Community Action Organization, Incorporated for the provision of the Home Visiting Program effective July 1, 2024 through June 30, 2025.

Fiscal Impact:

The cost of the operation of this agreement is funded with dedicated Federal Temporary Assistance for Needy Families funds, State General Funds, and Child Abuse Prevention, Intervention and Treatment Program Funds up to the allocated amounts. The expenditure appropriation and revenues are included in the Fiscal Year (FY) 2024-25 Recommended Budget in the amount of \$266,017 and will be reflected within Budget Unit 510000. There is no impact to the County General Fund.

BACKGROUND:

HSA receives funding from the California Department of Social Services (CDSS) to administer the HVP program. HVP services are intended for individuals who are pregnant or have children that are under five years

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH KINGS COMMUNITY ACTION ORGANIZATION INCORPORATED FOR HOME VISITING PROGRAM SERVICES

June 25, 2024

Page 2 of 2

of age who are receiving services from the California Work Opportunity and Responsibility to Kids (CalWORKs) program or that are accessing services through Child Welfare Services (CWS).

HVP promotes early learning development and health of children by supporting and engaging parents and caretakers utilizing the PAT evidence-based home visiting model. HVP offers services for families with young children and is framed around four dynamic components: Personal Visits, Group Connections, Child Screening, and Resource Network. Home Visitors serve as parent educators and meet with families in their homes or via virtual visits. During visits, Home Visitors assess family needs and collaborate with parents or caretakers to set family goals. Home Visitors provide necessary information and resources to ensure that parents or caretakers are confident in the emotional, behavioral, and physical development of their children.

The last agreement with KCAO to administer HVP was approved on June 28, 2022 (Board Agreement No. 22-070) with an amendment that was subsequently approved on March 16, 2023 (Board Agreement No. 22-070.1). HSA also has a concurrent Memorandum of Understanding with the Kings County Department of Public Health (KCDPH) for the provision of HVP and will continue providing these services. KCDPH alone does not have the service capacity to serve the County's identified eligible population. KCAO has been providing HVP services since November 2020 and KCDPH has been providing HVP services since March 2018.

KCAO and KCDPH are the only agencies in Kings County that administer the PAT evidenced based home visitation program model, which provides the targeted outcome of preventing child abuse and neglect. Both agencies have invested several years in perfecting adherence to the strict fidelity and quality standards in order to remain as affiliates of this home visiting model. On February 8, 2024, the Kings County Purchasing Manager approved the sole source justification request for KCAO and KCDPH to administer the HVP program. After the execution of this agreement, the Request for Proposal process will be initiated to secure a contractor for the provision of HVP services beginning July 1, 2025.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2024, between the County of Kings, a political subdivision of the State of California (“County”) and Kings Community Action Organization, Inc., a California non-profit corporation (“Contractor”) (singularly a “Party,” collectively the “Parties”).

RECITALS

WHEREAS, the County’s Human Services Agency (“HSA”) requires services to administer the Home Visitation “Parents as Teachers” Program ; and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

County shall pay Contractor in accordance with the attached **Exhibit B**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration.

Kings Community Action Organization
Home Visiting Program FY 2024/25
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Contractor shall completely expend all funds in accordance with this Agreement by June 30th, 2025. The County's obligation to compensate Contractor is contingent upon County's receipt of Federal and State funds. Both program activities and funding allocations are subject to immediate reduction or termination if either funding or funding authorization are reduced or terminated.

Upon approval of County, County shall pay Contractor monthly in arrears, up to the maximum amount reflected in **Exhibit B**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, to whom, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County's Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders or any other documents pertaining in whole or in part to this Agreement.

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

4. TERM

This Agreement commences on the July 1st, 2024 and terminates on June 30th, 2025, unless otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

6. AMENDMENTS

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

Any proposed increase in a single line item up to **ten percent (10%)** of the original
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line item must be approved by the Director of the Human Services Agency, or their designee. Any such Director approved modification shall not exceed the amount set forth in Section 3.

7. TERMINATION

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

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a material breach has occurred, the non-defaulting Party shall provide written notice to the defaulting Party of its intention to terminate this Agreement and inform the defaulting Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Default, all Notices of Breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Default, the non-defaulting Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Default to cure, the defaulting Party may submit a written proposal to the non-defaulting Party within that period, setting forth a specific plan to remedy the default and the date certain for completion. If the non-defaulting Party assents to the proposed plan in writing, the defaulting Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within said period, the non-defaulting Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the defaulting Party additional time to cure.

b. Alternatively, the County may elect to cure the default and Contractor shall bear all expenses incurred by the County in curing the breach.

2) Breach Not Subject to Cure. If the non-defaulting Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Default to the defaulting Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

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

D. No Waiver of Breach or Default by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or default of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or default; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (collectively, the "Insurance Policies") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor's insurance carrier to the County's Risk Manager guaranteeing said coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers,

employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

D. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer's subrogation rights against the County.

E. Insurance Limits. Contractor shall obtain the insurance policies in the amounts set forth below, unless the County's Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

1. Commercial General Liability covering bodily injury, personal injury and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability covering Contractor's wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

F. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted upon prior approval of the County's Risk Manager.

G. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Contractor

to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

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

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

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

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

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee,

partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but not limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 7920.000 *et seq.*

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

Contractor shall execute and comply with the Assurances of Compliance with County Non-Discrimination, attached as **Exhibit C**.

12. CONFIDENTIALITY

Contractor shall not use County’s confidential information (“Confidential Information”) for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third party’s request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

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

14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual

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Home Visiting Program FY 2024/25
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orientation, military status, or any other protected basis.

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

15. SUBCONTRACTORS

Services under this Agreement are personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval.

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

19. NOTICE

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

Kings Community Action Organization
Home Visiting Program FY 2024/25
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County

Wendy Osikafo, Director
Kings County Human Services Agency
1400 West Lacey Blvd., Building #12
Hanford, CA 93230

Contractor

Jeff Garner, Executive Director
Kings Community Action Organization
1130 N. 11th Ave.
Hanford, CA 93230

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

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

21. SEVERABILITY

If any of the provisions of this Agreement are found unenforceable, the remaining provisions remain enforceable as fully as possible and the unenforceable provisions will constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD PARTY BENEFICIARIES

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

24. ADA COMPLIANCE

Kings Community Action Organization
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Contractor shall comply with the Americans with Disabilities Act, Title II and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

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

25. DEBARMENT AND SUSPENSION

By execution of this Agreement, CONTRACTOR certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally supported contract under statutory or regulatory authority other than Executive Order 12549.

26. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

27. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by the Parties respective signatories give rise to a valid, enforceable, and fully effective agreement.

An original, executed Agreement may be imaged and electronically stored ("Electronic Copy"). The Parties may use an Electronic Copy in the same manner and for the same purposes as the original. Neither Party may object to the admissibility of the Electronic Agreement under the claim it was not originated or maintained in paper form.

28. AUTHORITY

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

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES ARE ON FOLLOWING PAGE

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

COUNTY OF KINGS

KINGS COMMUNITY ACTION ORGANIZATION INCORPORATED


By: _____
Doug Verboon, Chair

By:  _____
Jeff Garner, Executive Director


ATTEST

APPROVED BY RISK MANAGEMENT AS TO INSURANCE

By: _____
Catherine Venturella, Clerk to the Board

By:  _____
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By:  _____
Willie Barrera
Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Operating Budget
- Exhibit C:** Assurance of Compliance with County – Non Discrimination
- Exhibit D:** Kings County ADA Grievance Procedures
- Exhibit E:** Monthly Status Report
- Exhibit F:** HIPAA Business Associate Exhibit

Kings Community Action Organization
Home Visiting Program FY 2024/25
Human Services Agreement #243

EXHIBIT A

Scope of Work

Background:

The home visitation Program (“HVP” or “the Program”), “Parents as Teachers”, is an early childhood parent education, family support, and school readiness home visiting model, where educators work with parents and caregivers (“Parents”) to strengthen protective factors and ensure that young children are healthy, safe, and ready to learn.

Purpose:

The purpose of this Agreement is to establish guidelines and set forth the Parties’ HVP responsibilities to assist families achieve stability and to lay the foundation for other long-term goals by: a) strengthening and supporting families to prevent child abuse and neglect; b) supporting positive health, development, and well-being outcomes; c) expanding the future educational, economic, and financial capability opportunities for families and children born into poverty; d) offering assistance to families; e) providing early, comprehensive support for Parents or pregnant women; and f) promoting the development of parenting skills, especially in young Parents and Parents with very young children. The Parties will work together to enhance and support the Program’s mission to provide the information, support and encouragement Parents need to help their children develop optimally during the crucial early years of life. The Program will utilize individuals professionally trained in child development and parenting to deliver services (the Home Visitor(s)).

County shall:

1. Identify families potentially eligible for HVP services via system reports, during intake processes, or during the ongoing provision of services; make the program eligibility determination; prioritize the Parent's and child(ren)’s needs; and document the information on a referral.
2. Complete referrals and provide copies to Contractor.
3. Provide Contractor with contact information to facilitate services.
4. Incorporate activities recommended by the Home Visitor into the Parent’s participation plan if appropriate.
5. Coordinate activities and resources with the Home Visitor to avoid any duplication of services or a conflict in the Parent’s participation schedule.
6. Reimburse costs for the program services according to the services invoiced and the terms in **Exhibit B**.

Kings Community Action Organization
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7. Assist Contractor in identifying allowable material goods that can be purchased.
8. Conduct a Parent survey on the delivery of services and share results with the Contractor to identify service gaps and improve service delivery.

Contractor shall:

1. Accept referrals from the County to provide the following Program services:

A. Personal Visits:

The Home Visitor shall have personal visits for a minimum of sixty (60) minutes. However, more time may be allocated for Parents with more than one child. The Home Visitor will use the Program model and curriculum to assist with Parent-child interaction, development centered parenting and family wellbeing.

The personal visits will consist of the following, whether the visit is conducted virtually or in-person:

- (1) Parent-child interaction focuses on promoting positive parenting behaviors and child development through Parent-child activities.
- (2) Development-centered parenting focuses on the link between child development and parenting on the key developmental topics (e.g. attachment, discipline, health, nutrition, safety, sleep, transitions/routines, and healthy births).
- (3) Family well-being focuses on family strengths, capabilities, skills, and establishing or maintaining the five (5) protective factors.

During the initial 120 days of enrollment, visits shall occur weekly to complete case records and the Family Centered Assessment. Thereafter, visits shall occur weekly or bi-weekly depending on the family needs as determined by the Home Visitor. Parents with two (2) or more high-needs characteristics, as defined in the Program model, shall receive visits weekly (36 visits per year plus group socialization activities). Parents with one (1) high-needs characteristic shall receive bi-weekly visits (24 visits per year plus group socialization activities).

Any follow-up activities shall be introduced at the end of the visit, and the Home Visitor will encourage Parents to engage in it before the next visit.

Note: A phone call to the parent will not meet the definition of a personal visit.

B. Screening:

The Home Visitor shall provide annual child health, hearing, vision, and developmental screenings, in accordance with the Program model. Child screenings will include the following:

- (1) Assess developmental progress regarding cognitive, language, social-emotional, and motor skills.
- (2) Screen for delays or problems in vision/hearing/health.
- (3) Provide information about child's health and developmental progress through on-going tracking of developmental milestones.
- (4) Result in a referral for follow-up to any issues noted.

C. Group Socialization Activities:

The Home Visitor shall provide monthly group socialization activities, which Parents can attend with their child(ren) to obtain information, build social support, and share experiences with their peers. Formats shall include family activities, presentations, and community events.

D. Resource Network:

The Home Visitor shall facilitate connections to other agencies in the community as needed.

E. Virtual Visits:

If virtual home visits are provided, the contractor will proceed as follows:

- (1) The parent will be allowed the option to request a manner in which the home visit is provided, i.e. in-person or virtually. However, in-person visits must be encouraged.
- (2) If the parent elects to receive virtual visits, every other visit will be conducted in-person.

- (3) Virtual visits will maintain the fidelity of the Parents-as-Teachers home visiting model.
- (4) Alternate locations, including virtual visits, must be agreed upon by Contractor and the Parent.
- (5) Home Visitors shall be adequately trained and proficient in the technology to be used prior to conducting virtual home visits. Home Visitors shall ensure that the Parents have the adequate technology and training to access and engage in the Home Visiting Program.
- (6) Virtual visits must be conducted on HIPAA-compliant video communication products as prescribed by the U.S. Department of Health and Human Services.

F. Communication:

The home visitors will communicate with the HSA case managers regarding any referral for community resources/services or activities. Any communication regarding the initial referral of a participant to HVP will occur with the HSA liaison via the designated e-mail inbox: kings.etshvi@co.kings.ca.us.

G. Interim Services:

Interim Services are included as a contingency plan for Parents that are on a waitlist to be served due to the contractor's service capacity.

- (1) Contractor shall invite all waitlisted families to monthly group connections and provide information to HSA.
- (2) The Contractor will contact HSA immediately should a change in service capacity occur.

H. Service Benchmarks:

Data for the service benchmarks and Parent impact outcomes will be submitted to HSA on a quarterly basis. The benchmark data will be sorted by service population: Child Welfare, CalWORKs and combined.

The following service benchmarks and Parent impact outcomes will be met:

- (1) One hundred percent (100%) of families that received at least one personal visit will complete a Family-Centered Assessment within 120 days of enrollment and annually thereafter.
 - (2) Sixty percent (60%) of families will have met at least one goal documented for the child and/or parent during the program year.
 - (3) Deliver at least 12 group connections each contract year.
 - (4) Sixty percent (60%) of children will receive a complete child health review within 90 days of enrollment or birth, and sixty percent (60%) of children will receive a complete annual child health review during the program year.
 - (5) One hundred (100%) of participating children will be screened for developmental delays within ninety (90) days of enrollment or birth, and annually thereafter.
 - (6) Sixty percent (60%) of families that reported two or more stressors will receive 36 visits per year plus group socialization activities.
 - (7) Sixty percent (60%) of families that received at least one personal visit will be connected to at least one community resource in the program year.
 - (8) One hundred percent (100%) of families that received at least one personal visit will participate in the Parents' Assessment of Protective Factors at the time of enrollment, and again after one-year of program participation.
 - (9) Sixty percent (60%) of families that participate in the Parent's Assessment of Protective Factors must complete at least one other assessment based on the list of the PAT approved outcome measures.
2. Upon receiving the referral, Contractor will assign Parents to a Home Visitor and will contact the Parents within three (3) business days to schedule a home visit.
 3. Families that started receiving services, or that were referred for services, will be referred back to HSA after Contractor makes four (4) unsuccessful contact attempts within a period of fifteen (15) days. At least one contact attempt will be in the form of a visit to the parent's residence.

4. Provide services for a minimum of two (2) years unless the Parents opt out of the Program earlier.
5. Provide services in the family home or at a safe community space such as a Family Resource Center (“FRC”) near the Parents residence. Group socialization activities will be held at appropriate venues.
6. Ensure Home Visitors obtain the following trainings:
 - A. Cultural Competency and Implicit Bias awareness.
 - B. Roles and Responsibilities of Mandated Reporters of Suspected Child Abuse.
 - C. Applying for and troubleshooting issues regarding the following public assistance programs: CalWORKs/Family Stabilization Services, Medi-Cal, CalFresh, and Special Nutrition Program for Women, Infants, and Children (WIC).
7. Will purchase material goods for households as follows:
 - A. Each CalWORKs household will be eligible to the purchase of material goods up to the amount of \$1000 during their participation in this program.
 - B. Each Child Welfare Services household will be eligible to purchase material goods up to the maximum sum of \$500.00 during participation in this program.
 - C. Allowable material goods for the household must relate to care, health, and safety, to mitigate needs identified by the Home Visitor.
 - D. Material goods will be purchased and transferred to program participants by the Contractor.
 - E. Contractor shall track all purchases of material goods and monitor the issuance of said material goods to participants to ensure the cost limits do not exceed the amounts reflected in this Subsection and take care that the material goods are transferred to the eligible households.
8. Will provide Parents with access to early learning supports as follows:
 - A. The Home Visitor will provide Parents with gifts cards in the amount of \$20.00 to purchase early learning supports and tools that facilitate child/Parent interactive activities.

- B. Each household will be provided with a \$20.00 gift card after their first home visit after enrollment and each month after the completion of all required visits.
 - C. Early learning support tools that promote parent-child interaction, including board games, card games, books, coloring books, etc.
9. Record and report to the County on the following parameters by the 10th day following the month home visitation services were provided:
- A. Parent and child demographics:
 - (1) Race;
 - (2) Ethnicity;
 - (3) National origin; and
 - (4) Primary and secondary languages.
 - B. Home Visitor Performance:
 - (1) Number of referrals received by the Program.
 - (2) Number of New Enrollments.
 - (3) Number of Active Enrollments.
 - (4) Number of Early Learning Support Issuances.
 - (5) Number of Material Goods Issuances.
 - (6) Number of Program Exits.
 - (7) Number of Group Connections Conducted.
 - (8) Number of Invited Parents, Attendees, and Waitlisted Attendees for Group Connections.
 - (9) Number of child screenings.
 - (10) Number of referrals made by Contractor staff to other agencies.

- (11) Number of home visits completed, including data on duration of Parents' enrollment in this Program.
- (12) Service outcomes consistent with the evaluation plan.
- (13) Indicators of this Program's home visitation capacity, including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce.

C. Child and Family Indicators and Outcomes:

- (1) Rates of children receiving regular well-child check-ups and, if available, immunization rates according to the American Academy of Pediatrics Bright Futures guidelines.
- (2) Rates of children receiving developmental screening and referrals for further assessment.
- (3) Rates of participation in early learning programs.
- (4) Service referrals by type.
- (5) Services accessed by type.
- (6) Parental satisfaction with their gains in parenting skills and knowledge.
- (7) Food and housing stability.
- (8) Workforce training, employment, and financial stability of the Parents.
- (9) Child welfare referrals and outcomes.
- (10) Participation in educational programs or English as a Second Language programs, or both, as applicable.
- (11) Access to immigration services and remedies as applicable.
- (12) Additional descriptive and outcome indicators, as appropriate.

10. Will provide HSA with all data requested by CDSS referred to in **Exhibit E** to allow HSA to meet the reporting requirements. **Exhibit E** describes the reporting format and instructions for completion of the monthly reports for your reference.
11. Will have a detailed contingency plan in writing in case services cannot be delivered through conventional in class/group settings, due to a state/national emergency (pandemic, natural disaster, etc.), which could disrupt services.

County and Contractor shall:

1. Maintain a lead representative for the Program to coordinate activities relating to the terms of this contract and to facilitate the exchange of information and update each other of any change in lead representative. At the time of execution of this agreement, the lead representatives are:

County:

Sergio Rubio, Program Specialist
(559) 852-4858

Sergio.Rubio@co.kings.ca.us

Contractor

Ruth Rodriguez, Program Director
(559) 415-7220

rrodriguez@kcao.org

2. Maintain documentation and records of referrals received and submitted to the program.
3. Conduct meetings on a monthly basis between County and Contractor to review Parent progress, Program best practices, and needed improvements for service delivery.
4. Comply with the reporting requirements set forth by the CDSS and the Office of Child Abuse Prevention pertaining to Child Abuse Prevention, Intervention and Treatment Program (CAPIT) funding, and CalWORKs' HVP.
5. Reassess needs, review, and update this contract on an annual basis if necessary.
6. Compliance with Confidentiality:

The Parties and their officers and employees shall comply with the Welfare and Institutions Code Section 10850, the CDSS's Manual of Policy and Procedures, and Division 19 Regulations to assure that:

- A. All records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose. No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to any applicant for or recipient of public social services.

- B. The County and the Contractor agree to inform all of their employees, agents, subcontractors, and partners of the above provisions, and that any person knowingly and intentionally violating the provisions of said State law may be guilty of a misdemeanor and/or liable for civil and criminal penalties.

EXHIBIT B

Operating Budget

Home Visitation Program Budget			
July 2024 – June 2025			
Personnel & Operational Costs	Child Welfare	CalWORKs	Total Cost
CCAP Program Director @ 3.56% FTE R&R Manager (supervisor) @ 10.54% FTE Home Visitor Supervisor @ 1FTE (50.72%) Home Visitors (HV)(x2) @ 2FTE 100% Fiscal Analyst 2.40% Administration Assistant II, 2.40% Benefits @ 24.07% Rent/Utilities/Occupancy Office Supplies & Materials Telephone/Communication Postage Printing/Copying Other & Miscellaneous			
Sub-Total: Personnel & Operational	\$34,057.55	\$172,063.35	\$206,120.90
Program Costs			
Travel (mileage/fuel) Training Program Supplies & Materials Affiliate Agreement Start-up: Computers & Small Equipment			
Sub Total: Program	\$4,197.45	\$31,779.07	\$35,976.52
Indirect Costs: Admin Charge 10% Total Costs (Less Capital & Depreciation)			
Sub Total: Indirect	\$3,792.00	\$20,127.60	\$23,919.60
Total Budget	\$42,047.00	\$223,970.02	\$266,017.02

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Exhibit C

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

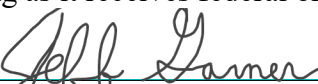
ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

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

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

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

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


949A6F73A0D57ED1BEA894FF960EAB7 • ready2sign
Jeff Garner, Executive Director

Kings Community Action Organization, Incorporated

Kings Community Action Organization
Home Visiting Program FY 2024/25
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Exhibit D

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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

Exhibit E
Home Visiting Program
Monthly Status Report
HVP 19 (1/19)

Download Report From:

<https://www.cdss.ca.gov/inforesources/research-and-data/report-form-and-instructions>

State Email for Questions About the Form or Instructions:

admHVP19@dss.ca.gov

COUNTY NAME Select County Name		VERSION		REPORT MONTH				REPORT YEAR			
		Initial		Select Month				Select Year			
PART A. HOME VISITING PROGRAM MODELS		WTW Eligible		Child-Only		Cal-Learn		Expanded Population		Total	
1.	Total Number Of HVP cases	1	0	2	0	3	0	4	0	5	0
2.	Early Head Start - Home Based Option (EHS-HBO)	6	0	7	0	8	0	9	0	10	0
	a. First time enrollment	11		12		13		14		15	0
	b. Cumulative enrollment	16		17		18		19		20	0
3.	Healthy Beginnings	21	0	22	0	23	0	24	0	25	0
	a. First time enrollment	26		27		28		29		30	0
	b. Cumulative enrollment	31		32		33		34		35	0
4.	Healthy Families America (HFA)	36	0	37	0	38	0	39	0	40	0
	a. First time enrollment	41		42		43		44		45	0
	b. Cumulative enrollment	46		47		48		49		50	0
5.	Home Instruction for Parents of Preschool Youngsters (HIPPY)	51	0	52	0	53	0	54	0	55	0
	a. First time enrollment	56		57		58		59		60	0
	b. Cumulative enrollment	61		62		63		64		65	0
6.	Nurse-Family Partnership (NFP)	66	0	67	0	68	0	69	0	70	0
	a. First time enrollment	71		72		73		74		75	0
	b. Cumulative enrollment	76		77		78		79		80	0
7.	Parents as Teachers (PAT)	81	0	82	0	83	0	84	0	85	0
	a. First time enrollment	86		87		88		89		90	0
	b. Cumulative enrollment	91		92		93		94		95	0
8.	Other Home Visiting Program models	96	0	97	0	98	0	99	0	100	0
	a. First time enrollment	101		102		103		104		105	0
	b. Cumulative enrollment	106		107		108		109		110	0

Kings Community Action Organization
Home Visiting Program FY 2024/25
Human Services Agreement #243

Exhibit E
Continued

PART B. HOME VISITING PROGRAM CASELOAD											
9.	Parents/Caretakers offered HVP home visits	111		112		113		114		115	0
10.	Parents/Caretakers who enrolled in HVP but did not respond to home visitor communication attempts	116		117		118		119		120	0
11.	Parents/Caretakers who declined HVP home visits	121	0	122	0	123	0	124	0	125	0
	a. Declined initial offer	126		127		128		129		130	0
	b. Subsequent declines	131		132		133		134		135	0
12.	Parents/Caretakers receiving HVP home visits	136	0	137	0	138	0	139	0	140	0
	a. First home visit	141		142		143		144		145	0
	b. Subsequent home visits	146		147		148		149		150	0
13.	Home visits attempted (but not completed)	151		152		153		154		155	0
14.	Home visits completed	156		157		158		159		160	0
15.	Pregnant HVP Parents/Caretakers (no other children)	161	0			162	0	163	0	164	0
	a. First home visit	165				166		167		168	0
	b. Subsequent visits	169				170		171		172	0
16.	First-time Parents	173	0	174	0	175	0	176	0	177	0
	a. First home visit	178		179		180		181		182	0
	b. Subsequent home visits	183		184		185		186		187	0
17.	Children receiving first home visit	188		189		190		191		192	0
18.	Children receiving HVP home visiting	193	0	194	0	195	0	196	0	197	0
	a. Children ages 0 to 11 months old receiving HVP home visiting	198		199		200		201		202	0
	b. Children ages 12 to 23 months receiving HVP home visiting	203		204		205		206		207	0
	c. Children 24 months and over receiving HVP home visiting	208		209		210		211		212	0
19.	Children who received developmental screenings and assessments	213	0	214	0	215	0	216	0	217	0
	a. Children below the nationally defined developmental threshold for age	218		219		220		221		222	0
	b. Children who meet the nationally defined developmental threshold for age	223		224		225		226		227	0
	c. Children below the nationally defined developmental threshold for age on a prior screening that have improved to meet or exceed the nationally defined developmental threshold for age	228		229		230		231		232	0

Exhibit E
Continued

PART B. HOME VISITING PROGRAM CASELOAD											
20.	Participation in Welfare-To-Work (WTW) activities	233	0					234	0	235	0
	a. Parents/Caretakers required to participate in WTW receiving first home visit	236						237		238	0
	b. Parents/Caretakers required to participate in WTW receiving visits in subsequent months	239						240		241	0
	c. Parents/Caretakers who are WTW exempt receiving first home visit	242						243		244	0
	d. Parents/Caretakers who are WTW exempt receiving visits in subsequent months	245						246		247	0
21.	Former HVP participants	248		249		250		251		252	0
22.	Former HVP participants/Mandatory WTW	253		254		255		256		257	0
23.	Former HVP participants/Mandatory WTW who signed a WTW plan	258		259		260		261		262	0
24.	Parents/Caretakers who received HVP services within the below time frames:	263	0	264	0	265	0	266	0	267	0
	a. 1 through 5 months	268		269		270		271		272	0
	b. 6 through 11 months	273		274		275		276		277	0
	c. 12 through 17 months	278		279		280		281		282	0
	d. 18 through 23 months	283		284		285		286		287	0
	e. 24 months and over	288		289		290		291		292	0
PART C. HOME VISITING PROGRAM REFERRALS AND SERVICES											
25.	Parents/Caretakers receiving referrals to services for the first time due to a developmental screening conducted by the HVP home visitor	293		294		295		296		297	0
26.	Parents/Caretakers receiving first HVP referral to the following services:	298	0	299	0	300	0	301	0	302	0
	a. Academic or instructional services	303		304		305		306		307	0
	b. CalFresh	308		309		310		311		312	0
	c. Early learning setting or parent and child interaction activity	313		314		315		316		317	0
	d. English as second language services	318		319		320		321		322	0
	e. Housing support	323		324		325		326		327	0
	f. Immigration legal services	328		329		330		331		332	0
	g. Infant and child nutrition services	333		334		335		336		337	0
	h. Infant and toddler health care	338		339		340		341		342	0
	i. Intimate partner violence services	343		344		345		346		347	0
	j. Mental health services	348		349		350		351		352	0

Exhibit E
Continued

PART C. HOME VISITING PROGRAM REFERRALS AND SERVICES										
k. Prenatal care	353		354		355		356		357	0
l. Substance abuse services	358		359		360		361		362	0
m. Workforce readiness services	363		364		365		366		367	0
n. Other services not listed	368		369		370		371		372	0
27. Parents/Caretakers currently receiving services after an HVP referral for the following services:	373	0	374	0	375	0	376	0	377	0
a. Academic or instructional services	378		379		380		381		382	0
b. CalFresh	383		384		385		386		387	0
c. Early learning setting or parent and child interaction activity	388		389		390		391		392	0
d. English as second language services	393		394		395		396		397	0
e. Housing support	398		399		400		401		402	0
f. Immigration legal services	403		404		405		406		407	0
g. Infant and child nutrition services	408		409		410		411		412	0
h. Infant and toddler health care	413		414		415		416		417	0
i. Intimate partner violence services	418		419		420		421		422	0
j. Mental health services	423		424		425		426		427	0
k. Prenatal care	428		429		430		431		432	0
l. Substance abuse services	433		434		435		436		437	0
m. Workforce readiness services	438		439		440		441		442	0
n. Other services not listed	443		444		445		446		447	0
COMMENTS										
Item 26n Explanation										
Item 27n Explanation										
Revised Report Explanation										
CONTACT PERSON					TELEPHONE			EXTENSION		
JOB TITLE/CLASSIFICATION					EMAIL					
SUPERVISOR					TELEPHONE			EXTENSION		
JOB TITLE/CLASSIFICATION					EMAIL					
										DATE SUBMITTED

Kings Community Action Organization
Home Visiting Program FY 2024/25
Human Services Agreement #243

EXHIBIT E
Continued
CALWORKS HOME VISITING PROGRAM (HVP)
MONTHLY STATISTICAL REPORT
HVP 19 (1/19)

INSTRUCTIONS

CONTENT

The HVP 19 report includes data on enrollments in different HVP models, number of Parents/Caretakers offered and receiving home visits, children's developmental progress under the program, participation in the Welfare-to-Work (WTW) program, and transitions off the program. The data also includes the number of individuals referred to and/or receiving social and medical services resulting from participation in the program.

PURPOSE

The HVP 19 report provides the California Department of Social Services (CDSS) with information in determining the program's impact and usage among the counties. This report also provides the CDSS with caseload data for budgeting and program planning, and outcome data to assist in the evaluation of the program.

COMPLETION AND SUBMISSION

Each County Welfare Department (CWD) is responsible for ensuring that this report is fully and accurately completed. If portions of the report are completed by more than one entity within the county and/or outside agencies, the contact person responsible for submitting the report to the state shall review the report for completeness and accuracy prior to submittal. Reports are to be received on or before the 5th calendar day of the second month following the report month (e.g., January's report would be due March 5th). If the report's due date is on a Saturday, Sunday or state holiday, the report is due on the next business day.

If a county determines that a revision is needed to its previously submitted report, the county shall submit a revised report for the applicable month(s) and provide an explanation for the revision in the Revised Report Explanation box. The CDSS policy requires counties to revise current State Fiscal Year (FY) reports and two prior FYs if needed. Revisions involving additional fiscal years will be evaluated by CDSS and the county to determine the corrections needed.

Kings Community Action Organization
Home Visiting Program FY 2024/25
Human Services Agreement #243

When sending revisions, only include one report per email. **Emails containing multiple reports will not be accepted.**

Download an Excel version of the report form from the [CDSS, Data Systems and Survey Design Section \(DSSDS\) website](#), complete the downloaded form, and email to the designated HVP report inbox at admHVP19@dss.ca.gov. The electronic submission process contains automatic computations of some cells and provides for the email transmission of completed forms to DSSDS. The website contains specific instructions and guidance. For questions regarding the completion or submission of this report, contact DSSDS at (916) 651-8269 or admHVP19@dss.ca.gov. For questions regarding policy and reporting, contact the CalWORKs and Family Resilience Branch at (916) 657-2144 or email CalWORKsHVP@dss.ca.gov.

GENERAL INSTRUCTIONS

Enter the county name, version (Initial or Revised), and the report month and year in the boxes provided near the top of the form. Enter the data required for each item. Enter “0” if there is nothing to report for an item. **Do not leave any items blank unless otherwise noted.**

Enter in the boxes provided at the bottom of the form the contact name, job title or classification, telephone number, and email address of the person to contact if there are questions about the report. This person may or may not be the person who completed the report. Enter in the boxes provided at the bottom, the contact person’s supervisor, job title or classification, telephone number, and email address. Enter the date the report is submitted. This is the date when the report is emailed to DSSDS.

DEFINITIONS

Academic or Instructional Services: Organized educational programs that are directly related to preparation of Parent/Caretaker for employment in current or emerging occupations, and includes, but is not limited to, college and community college education, adult education, regional occupational centers, and other occupational programs.

CalFresh: A federally mandated, state-supervised, and county-operated government entitlement program that provides monthly food benefits to assist low-income households in purchasing the food they need to maintain adequate nutritional levels.

Cal-Learn: This program serves pregnant or custodial teen parents under the age of 19 who have not obtained a high school diploma and are receiving aid. Cal-Learn provides supportive services to assist teen parents to stay in or return to school in order to graduate. (Manual of Policies and Procedures (MPP) 42-763)

California Work Opportunity and Responsibility to Kids (CalWORKs): A public assistance program that provides cash aid and services to eligible families that have a child(ren) in the home. The program serves all 58 counties in the state and is operated locally by county welfare departments.

CalWORKs Assistance Unit (AU): A group of related persons living in the same home who have been determined eligible for the CalWORKs cash assistance. (MPP, Section 47-110 (a) (2))

Caretaker Relative: An individual related by blood, marriage or adoption who is within the fifth degree of kinship to the dependent child. (MPP, Sections 82-808.1 and .11)

Child-Only Cases: Individuals who are a parent, caretaker relative, or a child in a child only case. Child-only cases are cases where an adult has never been CalWORKs eligible or counted in the AU and occur when parents are ineligible due to immigration status, receipt of SSI, or are non-needy, non-parental caretakers. For this report, a child-only case does not include cases with an adult timed-out of cash-aid or has been sanctioned due to non-compliance with WTW requirements.

Developmental Screening: A developmental screening which measures if a child is learning basic skills when he or she should, or if there are delays. The person screening might ask some questions or talk and play with the child during an examination to see how he or she plays, learns, speaks, behaves, and moves. (Center for Disease Control and Prevention)

Early Head Start-Home Based Option (EHS-HBO) Model: A home visiting model that provides early, continuous, intensive, and comprehensive child development and family support services.

Early Learning Setting: A licensed environment that provides high-quality developmentally appropriate, care, instruction, and activities that engage children during their early years.

English as Second Language Services: Services to help Parents/Caretakers who do not speak, read, write, or understand English well because of English not being the Parent/Caretaker's home language. The goal of the service is to improve English skills.

Expanded Population: Parents/Caretakers enrolled in the HVP program that are not included in the target population.

First-Time Parents: A parent who has one child and no other children during the month.

Good Standing: A participant who is in compliance with WTW program requirements.

Healthy Beginnings: A home visiting model designed to prevent childhood obesity by improving children's and families' eating patterns, reducing sedentary activities such as television viewing, and increasing physical activity.

Healthy Families America (HFA): A home visiting model with goals that include reducing child maltreatment, improving parent-child interactions and children's social emotional well-being, and promoting children's school readiness.

Home Instruction for Parents of Preschool Youngsters (HIPPOY): A home visiting model that aims to promote preschoolers' school readiness and support parents as their children's first teacher by providing instruction in the home. The model is designed for parents who lack confidence in their ability to prepare their children for school, including parents with past negative school experiences or limited financial resources.

Home Visiting Program (HVP): CalWORKs Home Visiting Program, formerly the CalWORKs Home Visiting Initiative (HVI). (Welfare and Institutions Code Section 11330.6 through 11330.8)

Home Visitor: Nurse or other trained professional who regularly meets with participants to provide guidance, coaching, access to prenatal and postnatal care, and other health and social services.

Home Visits: A home visit occurs when the home visitor meets with the HVP participant to provide guidance, coaching, access to prenatal and postnatal care, and other health and social services.

Home Visits Completed: A completed home visit occurs when the home visitor meets with the participants (i.e., parent/s, caretaker relative and/or children) in the home of the participants or at a location agreed upon by the participants and the home visitor.

Housing Support Services: Housing support programs, including but not limited to, the CalWORKs Housing Support Program (HSP) that assist homeless CalWORKs families in quickly obtaining permanent housing and to provide wrap-around supports to families to foster housing retention. HSP defines homelessness as lacking a fixed regular nighttime residence; and either:

- Having a primary nighttime residence that is supervised publicly or privately operated shelter designed to provide temporary living accommodations; or
- Residing in a public or private place not designed, or ordinarily used as, a regular sleeping accommodation for human beings; or
- In receipt of judgement for eviction, as ordered by the court.

HVP Participants: Parents/Caretakers who is receiving services funded by HVP.

HVP Referrals: A referral is made when the Home Visitor provides information on a specific resource to the Parents/Caretakers receiving home visiting services. A referral may be oral or written, unless otherwise specified by the receiving agency.

Infant and Child Nutrition Services: Programs that provide healthy food, culturally and developmentally appropriate nutrition education, and support for families with infants and children. These services may include but are not limited to those provided by the Women, Infants, and Children program. The Women, Infants, and Children program is a supplemental nutrition program for women, infants, and children that provides Federal grants to States for supplemental foods, health care referrals, and nutrition education for low-income pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age five who are found to be at nutritional risk. (Health and Safety Code Sections 123225-123371)

Infant and Toddler Health Care Services: Any physical health care service for infants and toddlers including medical, dental, and vision care services. This does not include mental health services.

Intimate Partner Violence: Assaultive or coercive behavior which includes physical abuse, sexual abuse, psychological abuse, economic control, stalking, isolation, threats, or other types of coercive behaviors occurring within a domestic relationship.

Intimate Partner Violence Services: Services that provide safety assistance and education to victims of intimate partner violence. These services include but are not limited to; counseling, safety planning, legal advocacy, and safe shelter.

Mental Health Services: Mental health services designed to enable participants to make the transition from WTW as defined in MPP Section 42-716.2 (2)

Immigration Legal Services: Information or legal advice provided to a foreign-born Parent/Caretaker about their immigration legal status, including the impact of their immigration status on eligibility for services and benefits.

Nurse Family Partnership (NFP) Model: A home visiting model designed to improve prenatal health and outcomes, child health and development, and families' economic self-sufficiency and/or maternal life course development.

Parent and Child Interaction Activity: Information and activities that increase parents' knowledge about children's physical, emotional, and cognitive development. Parents learn to engage in developmentally-age appropriate child-focused learning experiences.

Parents as Teachers (PAT) Model: A home visiting model with the goal to provide parents with child development knowledge and parenting support, provide early detection of developmental delays and health issues, prevent child abuse and neglect, and increase children's school readiness.

Prenatal Care Services: Any physical health care service for pregnant women including medical, dental and vision care services. This does not include mental health or substance abuse services.

Substance Abuse Services : As described in the MPP Section 42-716.3.

Target Population: An individual who is pregnant, or a parent or caretaker relative of a child less than 24 months of age at the time the individual enrolls in the program, and one of the following: (i) a member of a CalWORKs assistance unit, (ii) the parent or caretaker relative for a child-only case, (iii) a pregnant individual who has applied for CalWORKs aid within 60 calendar days prior to reaching the second trimester of pregnancy and would be eligible for CalWORKs aid other than not having reached the second trimester of pregnancy, (iv) an individual who is apparently eligible for CalWORKs aid. (Welfare and Institutions Code 11330.6 (c)2).

Welfare-to-Work (WTW): The employment and training aspect of CalWORKs designed to enable participants to achieve self-sufficiency. (MPP 42-700)

Welfare-to-Work Exempt: A CalWORKs adult applicant or recipient who is not required to participate in WTW activities as a condition of eligibility for cash aid. (MPP Section 42-701.2(e)(3))

Workforce Readiness Services: Training that provides basic job seeking and interviewing skills, an understanding of employer expectations, and skills designed to enhance a Parents/Caretakers' capacity to move toward self-sufficiency.

COLUMN DEFINITIONS

WTW Eligible: Individuals who are members of a CalWORKs assistance unit. This includes mandatory and/or exempt participants in welfare to work. For this form, WTW Eligible; includes a pregnant individual who has applied for CalWORKs aid within 60 calendar days prior to reaching the second trimester of pregnancy and would be eligible for CalWORKs aid other than not having reached the second trimester of pregnancy and an individual who is apparently eligible for CalWORKs aid.

Child Only: Individuals who are a parent, caretaker relative, or a child in a child-only case. Child-only cases occur when parents are ineligible due to immigration status, receipt of SSI, or are non-needy, non-parental caretakers.

Cal-Learn: Pregnant or custodial teen parents under the age of 19 who have not obtained a high school diploma and are receiving aid, as described in MPP Section 42763.

Expanded Population: Individuals enrolled in the HVP program that are not included in the target population. (WIC 11330.6 (c)2).

ITEM INSTRUCTIONS

PART A. HOME VISITING PROGRAM MODELS

Part A summarizes the total number of cases enrolled under each Home Visiting Program Model funded by the CalWORKs Home Visiting Program.

1. Total Number of HVP cases: ***Item 1 is automatically calculated and is the sum of Items 2 through 8. [Cells 1 to 5]***

2. Early Head Start – Home Based Option (EHS-HBO): ***Item 2 is automatically calculated and is the sum of Items 2a and 2b. [Cells 6 to 10]***

2a. First time enrollment: Enter the number of WTW Eligible, Cal-Learn, Child- Only, and Expanded Population cases enrolled in EHS-HBO within the month. **Note: Data in this item is only to be collected the first time a case is enrolled in EHS-HBO. Collect any ongoing cases in 2b.** [Cells 11 to 15]

2b. Cumulative enrollment: Enter the ongoing number of WTW Eligible, Cal-Learn, Child-Only, and Expanded Population cases enrolled in EHS-HBO with the month. [Cells 16 to 20]

3.Healthy Beginnings: **Item 3 is automatically calculated and is the sum of Items 3a and 3b.** [Cells 21 to 25]

3a. First time enrollment: Enter the number of WTW Eligible, Cal-Learn, Child-Only, and Expanded Population cases enrolled in Healthy Beginnings. **Note: Data in this item is only to be collected the first time a case is enrolled in Healthy Beginnings. Collect any ongoing cases in 3b.** [Cells 26 to 30]

3b. Cumulative enrollment: Enter the ongoing number of WTW Eligible, Cal-Learn, Child-Only, and Expanded Population cases enrolled in Healthy Beginnings within the month. [Cells 31 to 35]

4.Healthy Families America (HFA): **Item 4 is automatically calculated and is the sum of Items 4a and 4b.** [Cells 36 to 40]

4a. First time enrollment: Enter the number of WTW Eligible, Cal-Learn, Child Only, and Expanded Population cases enrolled in HFA. **Note: Data in this item is only to be collected the first time a case is enrolled in HFA. Collect any ongoing cases in 4b.** [Cells 41 to 45]

4b. Cumulative enrollment: Enter the ongoing number of WTW Eligible, Cal-Learn, Child-Only, and Expanded Population cases enrolled in HFA within the month. [Cells 46 to 50]

5.Home Instruction for Parents of Preschool Youngsters (HIPPY): **Item 5 is automatically calculated and is the sum of Items 5a and 5b.** [Cells 51 to 55]

5a. First time enrollment: Enter the number of WTW Eligible, Cal-Learn, Child Only, and Expanded Population cases enrolled in

HIPPY. **Note: Data in this item is only to be collected the first time a case is enrolled in HIPPY. Collect any ongoing cases in 5b.** [Cells 56 to 60]

5b. Cumulative enrollment: Enter the ongoing number of WTW Eligible, Cal-Learn, Child-Only, and Expanded Population cases enrolled in HIPPY within the month. [Cells 61 to 65]

6. Nurse-Family Partnership (NFP): **Item 6 is automatically calculated and is the sum of Items 6a and 6b.** [Cells 66 to 70]

6a. First time enrollment: Enter the number of WTW Eligible, Cal-Learn, Child Only, and Expanded Population cases enrolled in NFP. **Note: Data in this item is only to be collected the first time a case is enrolled in NFP. Collect any ongoing cases in 6b.** [Cells 71 to 75]

6b. Cumulative enrollment: Enter the ongoing number of WTW Eligible, Cal-Learn, Child- Only, and Expanded Population cases enrolled in NFP within the month. [Cells 76 to 80]

7. Parents as Teachers (PAT): **Item 7 is automatically calculated and is the sum of Items 7a and 7b.** [Cells 81 to 85]

7a. First time enrollment: Enter the number of WTW Eligible, Cal-Learn, Child Only, and Expanded Population cases enrolled in PAT. **Note: Data in this item is only to be collected the first time a case is enrolled in PAT. Collect any ongoing cases in 7b.** [Cells 86 to 90]

7b. Cumulative enrollment: Enter the ongoing number of WTW Eligible, Cal-Learn, Child- Only, and Expanded Population cases enrolled in PAT within the month. [Cells 91 to 95]

8. Other Home Visiting Program models: **Item 8 is automatically calculated and is the sum of Items 8a and 8b.** [Cells 96 to 100]

8a. First time enrollment: Enter the number of WTW Eligible, Cal-Learn, Child-Only, and Expanded Population cases enrolled in other Home Visiting Program Models. **Note: Data in this item is only to be collected the first time a case is enrolled in other Home Visiting Program models. Collect any ongoing cases in 8b.** [Cells 101 to 105]

- 8b. Cumulative enrollment: Enter the ongoing number of WTW Eligible, Cal-Learn, Child- Only, and Expanded Population cases enrolled in other Home Visiting Program models within the month. *[Cells 106 to 110]*

PART B. HOME VISITING PROGRAM CASELOAD

Part B summarizes the caseload, which include parents or caretakers and children receiving services.

9. Parents/Caretakers offered HVP home visits: Enter the number of parents or caretakers who were offered the HVP home visiting program within the month. **Note: Data in this item is only to be collected the first time a parent/caretaker is offered the HVP home visiting program. Any subsequent offers shall not be counted.** *[Cells 111 to 115]*
10. Parents/Caretakers who enrolled in HVP but did not respond to home visitor communication attempts: Enter the number of parents or caretakers who accepted the offer to enroll in HVP but did not follow through with participation. *[Cells 116 to 120]*
11. Parents/Caretakers who declined HVP home visits: **Item 11 is automatically calculated and is the sum of Items 11a and 11b.** *[Cells 121 to 125]*
- 11a. Declined initial offer: Enter the number of parents or caretakers who were offered the HVP home visiting program but did not accept the program within the month. **Note: Data in this item is only to be collected the first time a parent/caretaker is offered and declines the HVP home visiting program. Any subsequent declines shall be counted in 11b.** *[Cells 126 to 130]*
- 11b. Subsequent declines: Enter the number of parents or caretakers who were offered the HVP home visiting program but did not accept the program within the month. *[Cells 131 to 135]*
12. Parents/Caretakers receiving HVP home visits: **Item 12 is automatically calculated and is the sum of Items 12a and 12b.** *[Cells 136 to 140]*
- 12a. First home visit: Enter the unduplicated number of parents or caretakers who received an HVP home visit for the first time within the month. **Note: Data in this item is only to be collected the first time a parent/caretaker received a home**

visit. Any subsequent home visits shall be counted in 12b.
[Cells 141 to 145]

- 12b. Subsequent home visits: Enter the unduplicated number of parents or caretakers who received a home visit within the month. *[Cells 146 to 150]*
13. Home visits attempted (but not completed): Enter the number of home visits attempted but not completed by the home visitor. A home visit attempt means the home visitor and the HVP client had an agreed upon appointment time and location, but the client was unreachable by phone to confirm the appointment prior to the agreed upon time and/or was not at the agreed upon location at the time of the appointment. *[Cells 151 to 155]*
14. Home visits completed: Enter the number of home visits completed in the month. *[Cells 156 to 160]*
15. Pregnant HVP parents (no other children): ***Item 15 is automatically calculated and is the sum of Items 15a and 15b.*** *[Cells 161 to 164]*
- 15a. First home visit: Enter the unduplicated number of parents or caretakers within the month who received an HVP home visit for the first time and who are pregnant with no other children. **Note: Data in this item is only to be collected the first time the pregnant parent/caretaker received a home visit. Any subsequent home visits shall be counted in 15b. If the pregnant parent/caretaker receiving a home visit for the first time has the baby within the month, count them in 15a until the following month.** *[Cells 165 to 168]*
- 15b. Subsequent visits: Enter the unduplicated number of parents or caretakers receiving subsequent HVP home visiting services within the month who are pregnant with no other children. *[Cells 169 to 172]*
16. First-time parents: ***Item 16 is automatically calculated and is the sum of Items 16a and 16b.*** *[Cells 173 to 177]*
- 16a. First home visit: Enter the unduplicated number of parents or caretakers within the month who received an HVP home visit for the first time and who are a first-time parent. **Note: Data in this item is only to be collected the first time the first-time parent received a home visit. Any subsequent home visits shall be counted in 16b.** *[Cells 178 to 182]*

- 16b. Subsequent visits: Enter the unduplicated number of parents or caretakers receiving subsequent HVP home visiting services within the month who are first-time parents. Count the first-time parent from enrollment up to 24 months or until the first-child's second birthday, whichever is later. [Cells 183 to 187]
17. Children receiving home visit: Enter the unduplicated number of children birth to over 24 months who received an HVP home visit for the first time within the month. **Note: Data in this item is only to be collected the first time a child received a home visit. Any subsequent visits shall not be counted in this item.** [Cells 188 to 192]
18. Children receiving HVP home visiting: **Item 18 is automatically calculated and is the sum of Items 18a through 18c.** [Cells 193 to 197]
- 18a. Children ages 0 to 11 months old receiving HVP home visiting: Enter the unduplicated number of children who on the first day of the report month are between birth up to the day before they turn 12 months old and received a home visit within the month. [Cells 198 to 202]
- 18b. Children ages 12 to 23 months receiving HVP home visiting: Enter the unduplicated number of children who on the first day of the report month are between 12 months up to the day before they turn 24 months of age and received a home visit within the month. [Cells 203 to 207]
- 18c. Children 24 months and over receiving HVP home visiting: Enter the unduplicated number of children who on the first day of the report month are 24 months and over and received a home visit within the month. [Cells 208 to 212]
19. Children who received developmental screenings and assessments: **Item 19 is automatically calculated and is the sum of Items 19a through 19c.** [Cells 213 to 217]
- 19a. Children below the nationally defined developmental threshold for age: Enter the unduplicated number of children identified as being below the nationally defined developmental threshold for age based on a developmental screening within the month (this may be in just one, or all domains of a screening). **Note: Do not include children counted in 19c who have made improvement from their last screening here.** [Cells 218 to 222]

- 19b. Children who meet the nationally defined developmental threshold for age: Enter the unduplicated number of children who meet the nationally defined developmental threshold for age based on the developmental screening within the month. **Note: Do not include children counted in item 19a here.** [Cells 223 to 227]
- 19c. Children below the nationally defined developmental threshold for age on a prior screening that have improved to meet or exceed the nationally defined developmental threshold for age: Enter the unduplicated number of children who on a prior screening were below the nationally defined developmental threshold for age and who subsequently meet or exceed the nationally defined developmental threshold for age based on the developmental screening within the month. **Note: Not all home visiting models allow home visitors to conduct a rescreening if the child was previously referred to services to address results of a past screening. Those models will not have data for this item.** [Cells 228 to 232]
20. Participation in Welfare-To-Work (WTW) activities: **Item 20 is automatically calculated and is the sum of Items 20a to 20d.** [Cells 233 to 235]
- 20a. Parents/Caretakers required to participate in WTW receiving first home visit: Enter the number of parents or caretakers who are required to participate in WTW, have a signed WTW plan to participate in WTW activities other than HVP, and who receive their first home visit within the month. **Note: Data in this item is only to be collected the first time the parent/caretaker meets the above criteria. Any subsequent visits that meet the criteria shall be counted in 20b.** [Cells 236 to 238]
- 20b. Parents/Caretakers required to participate in WTW receiving visits in subsequent months: Enter the number of parents or caretakers who are required to participate in WTW, have a signed WTW plan to participate in WTW activities other than HVP, and who receive subsequent home visits within the month. [Cells 239 to 241]
- 20c. Parents/Caretakers who are WTW exempt receiving first home visit: Enter the number of parents or caretakers who are exempt from WTW participation, have a signed WTW plan to participate in WTW activities other than HVP, and who receive their first home visit within the month. **Note: Data in this item is only to be collected the first time the parent/caretaker meets the above**

criteria. Any subsequent visits that meet the criteria shall be counted in 20d. [Cells 242 to 244]

20d. Parents/Caretakers who are WTW exempt receiving visits in subsequent months: Enter the number of parents or caretakers who are exempt from WTW participation, have a signed WTW plan to participate in WTW activities other than HVP, and who receive subsequent home visits within the month. [Cells 245 to 247]

21. Former HVP participants: Enter the unduplicated number of HVP participants who left HVP within the report month. [Cells 248 to 252]

22. Former HVP participants/Mandatory WTW: Enter the unduplicated number of HVP participants who left HVP and are mandatory WTW participants within the report month. [Cells 253 to 257]

23. Former HVP participants/Mandatory WTW who signed a WTW plan: Enter the unduplicated number of former HVP participants who left without a WTW plan in place and signed a WTW plan within the month. [Cells 258 to 262]

24. Parents/Caretakers who received HVP services within the below time frames: **Item 24 is automatically calculated and is the sum of Items 24a through 24e. Note: Data in this item is only to be collected once a parent/caretaker exits the HVP program.** [Cells 263 to 267]

24a. 1 through 5 months: Enter the unduplicated number of parents or caretakers who participated in the HVP home visiting program up to the day before 6 months. [Cells 268 to 272]

24b. 6 through 11 months: Enter the unduplicated number of parents or caretakers who participated in the HVP home visiting program for 6 months up to the day before 12 months. [Cells 273 to 277]

24c. 12 through 17 months: Enter the unduplicated number of parents or caretakers who participated in the HVP home visiting program for 12 months up to the day before 18 months. [Cells 278 to 282]

24d. 18 through 23 months: Enter the unduplicated number of parents or caretakers who participated in the HVP home visiting program for 18 months up to the day before 24 months. [Cells 283 to 287]

- 24e. 24 months and over: Enter the unduplicated number of parents or caretakers who participated in the HVP home visiting program for 24 months and over. *[Cells 288 to 292]*

PART C. HOME VISITING PROGRAM REFERRALS & SERVICES

Part C captures data regarding the referrals made to various services. For the purposes of data collection, a referral is made when the home visitor provides information on a specific resource to the parent/caretaker receiving home visiting services. A referral may be oral or written, unless otherwise specified by the receiving agency.

25. Parents/Caretakers receiving referrals to services for the first time due to a developmental screening conducted by the HVP home visitor: Enter the number of parents or caretakers who received a referral to a service after receiving a developmental screening by the HVP home visitor. **Note: Data in this item is only to be collected the first time a parent/caretaker receives the referral. Any subsequent referrals shall not be counted.** *[Cells 293 to 297]*

26. Parents/Caretakers receiving first HVP referral to the following services: **Item 26 is automatically calculated and is the sum of Items 26a through 26n.** *[Cells 298 to 302]*

- 26a. Academic or instructional services: Enter the number of parents or caretakers who received a first referral to academic or instructional services within the month. *[Cells 303 to 307]*

- 26b. CalFresh: Enter the number of parents or caretakers who received a first referral to CalFresh within the month. *[Cells 308 to 312]*

- 26c. Early learning setting or parent and child interaction activity: Enter the number of parents or caretakers who received a first referral to an early learning setting or parent and child interaction activity within the month. *[Cells 313 to 317]*

- 26d. English as second language services: Enter the number of parents or caretakers who received a first referral to English as second language services within the month. *[Cells 318 to 322]*

- 26e. Housing support: Enter the number of parents or caretakers who received a first referral to housing support services within the month. *[Cells 323 to 327]*

- 26f. Immigration legal services: Enter the number of parents or caretakers who received a first referral to immigration services within the month. [Cells 328 to 332]
- 26g. Infant and child nutrition services: Enter the number of parents or caretakers who received a first referral to infant and child nutrition services within the month. [Cells 333 to 337]
- 26h. Infant and toddler health care: Enter the number of parents or caretakers who received a first referral to infant and toddler health care within the month. [Cells 338 to 342]
- 26i. Intimate partner violence services: Enter the number of parents or caretakers who received a first referral to intimate partner violence services within the month. [Cells 343 to 347]
- 26j. Mental health services: Enter the number of parents or caretakers who received a first referral to mental health services within the month. [Cells 348 to 352]
- 26k. Prenatal care: Enter the number of parents or caretakers who received a first referral to prenatal care services within the month. [Cells 353 to 357]
- 26l. Substance abuse services: Enter the number of parents or caretakers who received a first referral to substance abuse services within the month. [Cells 358 to 362]
- 26m. Workforce readiness services: Enter the number of parents or caretakers who received a first referral to workforce readiness services within the month. [Cells 363 to 367]
- 26n. Other services not listed: Enter the number of parents or caretakers who received a first referral to other services not listed within the month. Explain the other services in the Item 26n Explanation box. [Cells 368 to 372]
27. Parents/Caretakers currently receiving services after an HVP referral for the following services: **Item 27 is automatically calculated and is the sum of Items 27a through 27n.** [Cells 373 to 377]
- 27a. Academic or instructional services: Enter the number of parents or caretakers within the month who received academic or instructional services after an HVP referral. [Cells 378 to 382]

- 27b. CalFresh: Enter the number of parents or caretakers who received CalFresh after an HVP referral. *[Cells 383 to 387]*
- 27c. Early learning setting or parent and child interaction activity: Enter the number of parents or caretakers within the month with a child who is participating in an early learning or parent and child interaction activity after an HVP referral or during a home visit. *[Cells 388 to 392]*
- 27d. English as second language services: Enter the number of parents or caretakers who received English as second language services after an HVP referral. *[Cells 393 to 397]*
- 27e. Housing support: Enter the number of parents or caretakers within the month who received Housing Support services after an HVP referral. *[Cells 398 to 402]*
- 27f. Immigration legal services: Enter the number of parents or caretakers who received immigration legal services after an HVP referral. *[Cells 403 to 407]*
- 27g. Infant and child nutrition services: Enter the number of parents or caretakers within the month who received infant and child nutrition services after an HVP referral or during a home visit. *[Cells 408 to 412]*
- 27h. Infant and toddler health care: Enter the number of parents or caretakers within the month who received infant and toddler health care after an HVP referral or during a home visit. *[Cells 413 to 417]*
- 27i. Intimate partner violence services: Enter the number of parents or caretakers within the month who received intimate partner violence services after an HVP referral or during a home visit. *[Cells 418 to 422]*
- 27j. Mental health services: Enter the number of parents or caretakers within the month who received mental health services after an HVP referral or during a home visit. *[Cells 423 to 427]*
- 27k. Prenatal care: Enter the number of parents or caretakers within the month who received mental health services after an HVP referral or during a home visit. *[Cells 428 to 432]*

27l. Substance abuse services: Enter the number of parents or caretakers within the month who received substance abuse services after an HVP referral. *[Cells 433 to 437]*

27m. Workforce readiness services: Enter the number of parents or caretakers within the month who received workforce readiness services after an HVP referral or during a home visit. *[Cells 438 to 442]*

27n. Other services not listed: Enter the number of parents or caretakers within the month who received other services not listed after an HVP referral or during a home visit. *[Cells 443 to 447]*

COMMENTS

Use the Comments section to:

- Explain any “0” data entry for an item if the county does not provide the service or if the county is unable to collect or track the data.
- Explain any major fluctuations in data, including major changes in procedures, programming, or staffing that have affected the data.
- Explain the other services not listed in the Item 26n and 27n Explanation boxes. Provide any other comments the county determines necessary.
- If submitting a revised report, explain the reason for revision in the Revised Report Explanation box.

EXHIBIT E
Continued

HOME VISITING PROGRAM (HVP)
MONTHLY STATUS REPORT
HVP 19 (1/19)

VALIDATION RULES AND EDITS

All data cells in this report must be greater than or equal to 0. Enter whole numbers only: no decimals. No data cell should be left blank.

Initial reports: If Initial is selected, the Revised Report Explanation box must be left blank.

Revised reports: If Revised is selected, enter the reasons for the revision in the Revised Report Explanation box.

PART B. HOME VISITING PROGRAM CASELOAD

Item 20 Total must be less than or equal to Item 12 Total

Cell 233 must be less than or equal to Cell 136

Cell 234 must be less than or equal to Cell 139

Cell 235 must be less than or equal to Cell 140

Item 24 Total must be equal to Item 12 Total

Cell 263 must be equal to Cell 136

Cell 264 must be equal to Cell 137

Cell 265 must be equal to Cell 138

Cell 266 must be equal to Cell 139

Cell 267 must be equal to Cell 140

PART C. HOME VISITING PROGRAM REFERRALS AND SERVICES

Item 25 Total must be less or equal to Item 12 Total

Cell 293 must be less than or equal to Cell 136

Cell 294 must be less than or equal to Cell 137

Cell 295 must be less than or equal to Cell 138

Cell 296 must be less than or equal to Cell 139

Cell 297 must be less than or equal to Cell 140

Exhibit F
HIPAA Business Associate Exhibit

I. Recitals.

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

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

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

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

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

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

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

H. The terms used in this Exhibit, but not otherwise defined, shall have the

same meanings as those terms are defined in the HIPAA regulations.

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

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

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

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

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

2) ***Type of Services to be Provided by the Business Associate***
Business Associate will implement the Home Visiting Program Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A**.

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

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

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

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

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

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

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

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

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

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

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

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

County shall approve the time, manner and content of any such notifications.

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

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

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

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

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

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

IV. **Obligations of County.**

County agrees to:

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

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

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

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

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

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

A. Failure to detect or

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

VI. **Termination.**

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

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

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

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

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

C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

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

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

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

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole

discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

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

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if

necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release.

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

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

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

II. **System Security Controls.**

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

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

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

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

E. ***Transmission Encryption.*** All data transmissions of County PHI outside

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended

means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

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

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

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

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

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2024

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

SUBJECT: FIRST AMENDMENT TO UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY AGREEMENT FOR COVID-19 PREVENTION AND INTERVENTION SERVICES

SUMMARY:

Overview:

On January 24, 2023, the County entered into Agreement No. 23-005 with United Health Centers of the San Joaquin Valley (UHC) to provide COVID-19 prevention and intervention services to assist Kings County Department of Public Health (KCDPH) to protect and serve the county’s residents. KCDPH is requesting to extend the term of the agreement with no increase in compensation.

Recommendation:

Approve the first amendment with United Health Centers of the San Joaquin Valley for COVID-19 prevention and intervention services effective upon execution through June 30, 2026.

Fiscal Impact:

There is no impact to the County General Fund associated with the recommended action. This amendment is a no-cost extension with no additional compensation provided for these services. The remaining balance of this agreement is \$131,689 from the initial balance of \$900,000. Funding is included in the Fiscal Year 2024-25 Recommended Budget in Budget Unit 416000 – Public Health Services.

BACKGROUND:

UHC is a Federally Qualified Health Center that is committed to serving the residents of Kings County by providing high-quality medical services and promoting wellness throughout the community. UHC provides affordable healthcare to Kings County residents that includes primary care, preventive care, specialty care,

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FIRST AMENDMENT TO UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY AGREEMENT FOR COVID-19 PREVENTION AND INTERVENTION SERVICES

June 25, 2024

Page 2 of 2

dental services, and behavioral health services. UHC's dedicated team of healthcare professionals strive to provide compassionate and patient-centered services.

Through the agreement, KCDPH collaborated with UHC to minimize the harm of COVID-19 by linking county residents to primary care providers and providing prevention and intervention services to mitigate the spread of the illness. Through these efforts, the impact of the virus on the community has been minimized, preventing its spread, and reducing COVID-19-related disparities. The agreement provided residents services that included supplemental testing, therapeutic treatments, vaccinations, surveillance testing, and community outreach services. It also included language to advance health equity, particularly in underserved and disproportionately affected populations of Kings County.

Through the agreement, 5,481 residents received supplemental COVID-19 testing, leading to 155 residents receiving therapeutic medication, including 17 residents from Armona, 62 residents from Corcoran, and less than 11 residents from Stratford. UHC also partnered with KCDPH to host 76 events, providing 597 vaccines. Event locations included seven events in Avenal and four events in Stratford. Another service provided through the agreement was surveillance testing of respiratory illness via the Public Health Laboratory's Biofire instrument. The data from this collection of samples resulted in a respiratory report that was shared with participating providers. Community outreach included tabling, billboards, radio, television, and mailers that reached all communities in Kings County.

Services were conducted within the scope, time, and budget of the agreement; however, testing requirements have changed due to the California Department of Public Health (CDPH) discontinuing Polymerase Chain Reaction (PCR) testing as of January 2023. After the agreement was initiated, CDPH COVID-19 response requirements shifted from PCR testing to respiratory surveillance testing. UHC has adjusted to the new focus of surveillance testing, such as influenza strains, respiratory syncytial virus, and valley fever. KCDPH is requesting to extend the term of the agreement with a focus on communicable disease surveillance.

As of April 2024, UHC has spent approximately 85% of their initial \$900,000 budget, with a remaining balance of \$131,689 with May and June 2024 invoices pending review and approval. The amendment will extend the term of the agreement until June 30, 2026, to align with the Board approved Epidemiology Laboratory Capacity grant, with no increase in compensation.

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

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS
AND**

UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY

This first amendment (“1st Amendment”) to Agreement No. 23-005 is entered into on _____, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”) and United Health Centers of the San Joaquin Valley (“Contractor”) (singularly a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the County and Contractor entered into Agreement No. 23-005 that commenced January 24, 2023, for COVID-19 Prevention and Intervention services;

WHEREAS, Section 6 of Agreement No. 23-005 authorizes the Parties to modify terms of Agreement No. 23-005 by a written amendment, executed by the Parties; and

WHEREAS, the Parties intend to amend Agreement No. 23-005 to extend the term of Agreement No. 23-005.

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of Agreement No. 23-005 is replaced in entirety with the following:

This Agreement shall be in full force and effect upon executions, and shall terminate on June 30, 2026, unless otherwise terminated in accordance with its terms.

2. Section 4 of Agreement No. 23-005 is replaced in its entirety by the following:

- A. County shall pay Contractor in accordance with the Operating Budget attached as **Exhibit**

- B-1.** Contractor shall not be entitled to, nor shall County pay, any additional consideration, compensation, or other remuneration beyond that set forth in **Exhibit B-1**. Contractor shall expend all funds in accordance with this Agreement by June 30, 2026.

- B. Invoicing and Payment.

1. Contractor shall invoice County monthly for amounts equal to the actual costs incurred for allowable items within thirty (30) calendar days following the end of the month in which services were delivered. For County’s auditing purposes, the invoice for June

2023 must be received by County on or before July 10, 2023; the invoice for June 2024 must be received by County on or before July 10, 2024; the invoice for June 2025 must be received by County on or before July 10, 2025; and the invoice for June 2026 must be received by County on or before July 10, 2026.

2. Content of Invoices:

- a. Invoices shall be in a format specified by or otherwise approved by County
- b. Invoices shall be documented in sufficient detail for the County's Auditor to determine that funds were expended for the intended purposes of the Agreement. Invoices shall include:

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

- c. Contractor shall support its costs through properly executed payrolls, time records, attendance records, invoices, contracts, detailed general ledgers, vouchers, orders, receipts, or any other documents pertaining in whole or in part to this Agreement.
- d. No reimbursement for travel or per diem shall be made until actually incurred and paid by Contractor.
- e. Reimbursement shall only be for expenditures that directly benefit County.

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

4. County payments under this Agreement shall be on a cost reimbursement basis. Total payments over the term of the Agreement shall not exceed the “Term Total” established in **Exhibit B-1**.
 5. County shall pay Contractor monthly in arrears within thirty (30) days of County’s timely receipt of Contractor’s invoice. Invoices will be reviewed and approved by County prior to payment.
 6. County will make final payment upon its receipt of the reconciled expenditure and statistical reports for the period ending June 30, 2026, and the final invoice for all costs of the Agreement must be submitted not later than July 10, 2026. Final payment may be held until all necessary termination audit is completed.
3. **Exhibit A** to Agreement No. 23-005 is replaced with **Exhibit A-1**, attached to this 1st Amendment. Any reference throughout Agreement No. 23-005 and its exhibits to “**Exhibit A**” is replaced with “**Exhibit A-1**.”
 4. **Exhibit B** to Agreement No. 23-005 is replaced with **Exhibit B-1**, attached to this 1st Amendment. Any reference throughout Agreement No. 23-005 and its exhibits to “**Exhibit B**” is replaced with “**Exhibit B-1**.”
 5. The recitals and exhibits are integral to and incorporated into this 1st Amendment by this reference.
 6. All other terms and conditions of Agreement No. 23-005 remain in full force and effect.
 7. The Parties may execute this 1st Amendment by electronic means, and in two (2) or more counterparts, that together constitute one (1) agreement.
 8. Each signatory below represents it is authorized to enter into this 1st Amendment and bind the Party that its signature represents.

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

COUNTY OF KINGS

UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY

By: _____

Doug Verboon, Chair
Kings County Board of Supervisors

By:  _____

Print Name: Justin Preece
Print Title: Chief Executive Officer

ATTEST

By: _____

Catherine Venturella, Clerk of the Board

APPROVED AS TO INSURANCE

By: _____

Sarah Poots, Risk Manager

APPROVED AS TO FORM

Diane Freeman, County Counsel

By:  _____

Willie Barrera, Deputy County Counsel

Exhibits/Attachments

Exhibit A-1: Summary of Services

Exhibit B-1: Budget

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

COUNTY OF KINGS

UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY

By: _____

Doug Verboon, Chair

Kings County Board of Supervisors

By: _____

Print Name: _____

Print Title: Chief Compliance Officer

ATTEST

By: _____

Catherine Venturella, Clerk of the Board

APPROVED AS TO INSURANCE

By:  6/5/2024

Sarah Poots, Risk Manager

APPROVED AS TO FORM

Diane Freeman, County Counsel

By: _____

Willie Barrera, Deputy County Counsel

Exhibits/Attachments

Exhibit A-1: Summary of Services

Exhibit B-1: Budget

SUMMARY OF SERVICES

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

OVERVIEW

United Health Centers of San Joaquin Valley (CONTRACTOR) shall provide COVID-19 prevention and intervention services that will assist Kings County Department of Public Health (KCDPH) protect and serve the county's residents. Services are intended to prevent the spread of the disease as well as reduce COVID-19 related disparities by advancing health equity in underserved and disproportionately affected populations of Kings County as well as industry sectors of concern. The services provided by the CONTRACTOR shall include providing COVID-19 testing and vaccines to the public, as well as providing community outreach to residents of Kings County.

I. TARGET POPULATION

Services will be restricted to residents residing in Kings County.

II. SCHEDULE AND LOCATION OF SERVICES

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

A. Office Location and Hours of Operation

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

III. KCDPH RESPONSIBILITIES

KCDPH shall:

1. Meet with CONTRACTOR's staff as often as needed to exchange pertinent information, resolve problems, and work together to effectively coordinate services

IV. PROGRAM GOAL

The agreement shall have as its goal reducing the spread and limiting the harm of the COVID-19 virus by providing prevention and intervention services throughout Kings County. The program shall accomplish this goal by providing services that include:

A. COVID-19 Testing and Vaccination Services

B. Community Outreach

IV. PROGRAM SERVICES

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

A. COVID-19 Testing and Vaccination Services

CONTRACTOR shall:

1. Partner with KCDPH to provide COVID-19 testing in Kings County
 - a) Testing services provided under this agreement shall be preapproved by KCDPH prior to invoicing.
 - b) Vaccination services provided under this agreement shall be preapproved by KCDPH prior to invoicing.
 - c) CONTRACTOR will create a testing and vaccine schedule that must be preapproved by KCDPH prior to services being invoiced.

B. Community Outreach

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

1. Mailers, billboards, television, and radio ads must be approved by KCDPH prior to invoicing.
 - a) CONTRACTOR to produce TV and radio commercials/ad spots in Spanish and English
 - b) CONTRACTOR's execution plan for the campaign will include the following:
 - Content for each outlet that will be created and tailored to the specific platform and audience

- Each deliverable will be assigned a measurable call to action component
 - Periodic assessments of the content will be made
 - The CONTRACTOR website landing page and appointment page, as well as KCDPH website, will be points of conversion as it relates to COVID-19 services
2. Fliers/printed materials
 - a) The printed materials will be shared with other outreach agencies, larger employers, and community-based organizations to increase public awareness and education of COVID preventative services including vaccinations, testing, and treatment options available in Kings County
 3. Outreach will focus on communities that are in the bottom two quartiles of the Healthy Places Index (HPI)
 - a) CONTRACTOR will provide a plan for outreach to census tracts in the bottom quartile of the (HPI)

V. REPORTING REQUIREMENTS

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

A. HIPAA Business Associate

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

B. Meeting with KCDPH

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

C. Monthly Reporting

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

VI. PERFORMANCE MEASURES

For each contract period, CONTRACTOR shall meet the following performance measurements and levels through June 30, 2026. Performance measures are subject to change, and can be modified in writing by KCDPH:

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

1. Measurement: This outcome will be measured by the tracking of patients who access

COVID-19 testing services from CONTRACTOR. (70% of outcome).

2. CONTRACTOR will provide supplemented testing services, 6 days a week or a schedule approved by KCDPH (15% of outcome).
3. CONTRACTOR will provide surveillance testing at least once per week in county locations in the bottom 2 quartiles of the HPI (15% of outcome).

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

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

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

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

BUDGET

ORGANIZATION: United Health Centers
SERVICES: COVID-19 Preventative Services
CONTRACT TERM: Upon execution – 6/30/2026
TERM AMOUNT: \$ 900,000

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

\$50,000 to partner with the county to perform surveillance testing. This includes the exploration and development of a result interface between the proposer and Kings County EMR systems.

SUBCONTRACTS	\$0.00
INDIRECT COSTS	\$0.00
TERM TOTAL	\$900,000.00



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2024

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

SUBJECT: FIRST AMENDMENT TO THE LOCAL INTERAGENCY AGREEMENT WITH
KINGS COUNTY OFFICE OF EDUCATION FOR CHILDREN'S
SERVICES/MEDICAL THERAPY

SUMMARY:

Overview:

This amendment will extend a local interagency agreement that ensures compliance and clarifies the roles and responsibilities of the Kings County Office of Education-Special Education Local Plan Area (SELPA) and the Kings County California Children's Services, Medical Therapy Program.

Recommendation:

Approve the first amendment to Local Interagency Agreement with the Kings County Office of Education to extend the provision of medically necessary occupational therapy and physical therapy services effective July 1, 2024 through June 30, 2025.

Fiscal Impact:

There is no cost to the County General Fund associated with the recommended action. Neither party shall be obligated to provide any monetary compensation to the other as a result of this amendment. This amendment is to continue medically necessary occupational therapy and physical therapy services.

BACKGROUND:

This is an amendment to extend Agreement No. 22-016 with the Kings County California Children's Services program and SELPA until June 30, 2025 in order to continue the facilitation of interagency communication and cooperation in delivery of medically necessary occupational and physical therapy services to Kings County children who qualify. An amendment is being sought for approval versus a new three-year agreement as a new template for this agreement is in development at the State level and is predicted to be released before the new year. The Medical Therapy Program is a program within the California Children's Services program that provides physical therapy, occupational therapy, and medical therapy conference services for children who have disabling

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FIRST AMENDMENT THE LOCAL INTERAGENCY AGREEMENT WITH KINGS COUNTY OFFICE OF EDUCATION FOR CHILDREN'S SERVICES/MEDICAL THERAPY

June 25, 2024

Page 2 of 2

conditions and is what the County administers. These services are provided in cooperation with the school district in order to provide the maximum benefit to the child, with the least disruption to their education time.

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

**FIRST AMENDMENT TO AGREEMENT BETWEEN
COUNTY OF KINGS
AND
Special Education Local Plan Area
And
California Children’s Services/Medical Therapy Program**

This first amendment (“1st Amendment”) to Agreement No. 22-016 commencing on July 1, 2021, is entered into on _____, 2024 by and between the County of Kings, a political subdivision of the State of California (“County”) and Kings County Office of Education (“KCOE”) (individually, a “Party”; collectively, the “Parties”) with respect to the following recitals:

RECITALS

WHEREAS, the County and Contractor entered into Agreement No. 22-016 commencing July 1, 2021, for the purpose of facilitating interagency cooperation in the delivery of the Medical Therapy Program which provides medically-necessary occupational therapy and physical therapy services for children who have disabling conditions with an Individualized Education Program (“IEP”) of pupils from birth to twenty-one (21) years that reside in Kings County; and

WHEREAS, the Medical Therapy Program is a program within the California Children’s Services program that are provided in cooperation with the school district to maximize benefits to the program participant, with the least disruption to their education time; and

WHEREAS, the statewide Special Education Local Plan Area (“SELPA”) Agreement template is estimated to be released sometime in the Fall 2024; and

WHEREAS, the County requires an extension of the Agreement to continue providing Medical Therapy Program services beyond June 30, 2024.

WHEREAS, the Parties intend to amend Agreement No. 22-016 to extend the term through June 30, 2025.

NOW, THEREFORE, the Parties agree as follows:

1. Page 6, paragraph 1, sentence 1, is replaced in its entirety with the following: “This Agreement is effective as of July 1, 2021 and will continue in force until June 30, 2025 as it is amended by and between the undersigned agencies.”
2. The recitals are an integral part of this 1st Amendment and are incorporated herein.
3. The Parties may execute this 1st Amendment by electronic means, and in two (2) or more counterparts, that together constitute one (1) agreement.

4. Each signatory to this first Amendment represents that it is authorized to enter into this 1st Amendment and bind the party to which its signature represents.
5. All other terms and conditions of Agreement No. 22-016 shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

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

COUNTY OF KINGS

Kings County Office of Education

By: _____

Doug Verboon, Chair
Kings County Board of Supervisors

By: Todd Barlow

Todd Barlow
Kings County Superintendent of Schools

ATTEST

By: _____

Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: Willie Barrera
BABB9E472141B040F9AE9902095423E4

Willie Barrera, Deputy County Counsel



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2024

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

SUBJECT: SECOND AMENDMENT TO THE AGREEMENT WITH CALIFORNIA HEALTH COLLABORATIVE

SUMMARY:

Overview:

On December 21, 2021, the Board approved Agreement No. 21-165 between Kings County Department of Public Health (KCDPH) and California Health Collaborative (CHC) to work in partnership to establish innovative and impactful interventions in the prevention of Sexually Transmitted Infections (STIs). KCDPH is requesting to extend the term of the agreement.

Recommendation:

Approve the second amendment with California Health Collaborative to extend services effective upon execution through June 30, 2026.

Fiscal Impact:

There is no impact to the County General Fund with the recommended action. The contract is funded through the California Department of Public Health STI-Collaboration/Management grant in the amount of \$279,904 through fiscal year (FY) 2025-26. The first-year allocation of \$139,952 is included in the FY 2024-25 Recommended Budget in Budget Unit 416000 – Public Health Services. The second-year allocation will be included in the FY 2025-26 Requested Budget in Budget Unit 416000 – Public Health Services.

BACKGROUND:

On December 21, 2021, the Board approved an agreement with CHC for the term commencing on December 21, 2021, through June 30, 2024. Subsequently, on February 28, 2023, the California Department of Public Health (CDPH) allocated additional funding with the requirement that fifty percent of the funds be redirected to a community-based organization, necessitating an amendment with CHC.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

SECOND AMENDMENT TO THE AGREEMENT WITH CALIFORNIA HEALTH COLLABORATIVE

June 25, 2024

Page 2 of 2

CHC is committed to addressing the health needs of Californians with special emphasis on underserved communities with limited access to resources or who face barriers related to culture, language, income, education, gender, geography, or immigration status. CHC has fostered and established relationships with several local organizations who work directly with the populations KCDPH aims to serve, such as The Source, the National Association for the Advancement of Colored People, and Kings/Tulare Homeless Alliance. Those partnerships have allowed for quicker engagement and connections for resources such as testing and treatment to mitigate the spread of STI's within the community's most vulnerable populations, including the lesbian, gay, bisexual, transgender, and questioning plus population, people experiencing homelessness or unstably housed, people detained in a local jail, Black/African population, and people who are or can become pregnant.

In alignment with the requirements of this grant, and to enhance outreach efforts in the community, CHC created the Kings Informed Tested Treated (KITT) Project website to provide education, STI statistics, and the most up to date information on where to access STI testing and treatment. The KITT website also gives Kings County residents the ability to order an at home self-collection STI test. This is an important feature to help KCDPH ensure a more equitable opportunity to serve all residents in Kings County.

KCDPH's partnership and collaboration with CHC has proven successful in creating innovative ways of providing education, testing, and treatment opportunities to clients throughout Kings County. Because CHC is a trusted community partner, they continue to utilize opportunities to engage populations that are traditionally hard to reach. The department's collaboration with CHC provides the community with access to critically needed resources. This request to extend the term of the agreement with CHC will allow KCDPH to have the most impact with continuing to establish the community's awareness and access the resources CHC is providing with this partnership. As a result, a sole source was approved by the Purchasing Manager.

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

**SECOND AMENDMENT TO AGREEMENT
BETWEEN COUNTY OF KINGS AND CALIFORNIA
HEALTH COLLABORATIVE**

This second amendment (“2nd Amendment”) to Agreement No. 21-165 is made and entered into on _____, 2024, by and between the County of Kings (“County”), a political subdivision of the State of California (“County”), and the California Health Collaborative, a California non-profit public benefit corporation (“Contractor”), (singularly, a “Party”, collectively the “Parties”).

RECITALS

WHEREAS, the County and Contractor entered into Agreement No. 21-165 on December 21, 2021, for sexually transmitted infection (“STI”) prevention and collaboration services; and

WHEREAS, Section 6 of Agreement No. 21-165 authorizes the Parties to modify term of Agreement No. 21-165 by written amendment, executed by the Parties; and

WHEREAS Agreement No. 21-165 is scheduled to terminate on June 30, 2024, and the County needs to continue to implement the overarching goal of increasing community-level capacity to deliver STI screening, testing, treatment, and linkages to services for vulnerable and underserved clients at high risk for STIs; and

WHEREAS the parties wish to amend Agreement No. 21-165 to increase the budget of the Agreement and extend the terms of the agreement through June 30, 2026.

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of Agreement 21-165 “Scope of Services” shall be replaced in its entirety with the following:

The County engages Contractor and Contractor shall do, perform, and carry out the work summarized below and in accordance with the scope of work attached to this Agreement as Exhibit A-1 and Exhibit A-2.

A. Support Kings County Department of Public Health in the establishment and use of technology, telehealth, and digital platforms and applications for partner notification and to enhance immediate access to STD testing and treatment.

B. Support the expansion of community-based, data-driven testing among populations at risk for chlamydia, gonorrhea, and/or syphilis.

C. Implement additional innovative and impactful activities to support the outcome measures of increased screening, treatment and linkage to care, as determined by the California Department of Public Health and local collaborative efforts.

2. Section 3 of Agreement 21-165 “Compensation” shall be replaced in its entirety with the following:

County shall pay Contractor: a) in accordance with the budgets attached to this Agreement as Exhibit B-1 and Exhibit B-2; and b) up to the maximum amounts reflected below:

Effective Date – June 30, 2022 \$256,000.00
July 1, 2022 – 30, 2023 \$139,952.00
July 1, 2023 – June 30, 2024 \$139,952.00
July 1, 2024 - June 30, 2025 \$139,952.00
July 1, 2025 - June 30, 2026 \$139,952.00

Contractor is not entitled to, nor will County pay any additional consideration, compensation, or other remuneration.

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

Upon submission of an invoice by Contractor, and upon approval of the County’s representative, the County shall pay Contractor monthly in arrears, up to the maximum amount provided for in Section 3. Contractor shall submit its invoice to the County no later than the 15th day of each month following the billable period. Each invoice must include a description of services rendered, to whom, date of service and the charges according to the agreed upon method. Contractor shall support its invoices with properly executed payrolls, time records, attendance records, invoices, contracts, detailed general ledgers, vouchers, orders or any other documents pertaining in whole or in part to this Agreement.

3. Section 4 of Agreement 21-165 “Term” shall be replaced in its entirety with the following:

This Agreement commences on the Effective Date, and terminates on June 30, 2026, unless otherwise extended or terminated in accordance with its terms.

4. Exhibit A-2 is attached to this 2nd Amendment. Any reference throughout the Agreement, and the 1st Amendment to “Exhibit A” or "Exhibit A-1" is replaced with “Exhibit A-1 and Exhibit A-2.”
5. Exhibit B-2 is attached to this 2nd Amendment. Any reference throughout the Agreement, and the 1st Amendment to “Exhibit B” or "Exhibit B-1" is replaced with “Exhibit B-1 and Exhibit B-2.”
6. The recitals are integral to and incorporated into this 2nd Amendment by this reference.
7. All other terms and conditions of Agreement 21-165 remain in full force and effect.
8. The Parties may execute this 2nd Amendment by electronic means, and in two (2) or more counterparts that together constitute one (1) agreement.
9. Each signatory to this 2nd Amendment is authorized to enter this 2nd Amendment and bind the Party that its signature represents.

IN WITNESS WHEREOF, the Parties have caused this Amendment II to Agreement 21-165 to be executed on the day and year as provided above.

COUNTY OF KINGS

CALIFORNIA HEALTH COLLABORATIVE

By: _____

Doug Verboon, Chairman
Kings County Board of Supervisors

Stephen Ramirez
755EE568CE07D1656251D80BB4BC24EB ready**sign**
By: _____

Stephen Ramirez
CEO

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM

Diane Freeman, County Counsel

By: *Willie Barrera*
Willie Barrera, Deputy County Counsel

Exhibits/Attachments:

Exhibit A-2: Scope of Work

Exhibit B-2: Budget

Exhibit A-2

Scope of Work

The Contractor will implement public health activities to support the monitoring, investigation, and prevention of Sexually Transmitted Infection (STI) in collaboration with the Health Department and other community partners. Focus areas include but are not limited to: technology, telehealth, and digital platforms and applications to enhance immediate access to screening, testing and treatment; state-of-the-art testing modalities that ensure swift and accurate screening for and diagnosis of STIs; partnership development and service coordination to better facilitate community-based testing and subsequent disease investigation.

The timeframes outlined below are considered estimates based on the scope of work as originally designed. Additional and/or modified tasks and deliverables may be developed during the course of the contract if mutually agreed upon in writing by the Contractor and the Local Health Jurisdiction (LHJ), the Kings County Department of Public Health. It is understood by both parties that the approach to task completion listed in each category are to be used as a guide, and may be modified based on current need and evolving priorities associated with each task.

Scope of Work		
1. Program Administration Tasks		
Task/Objective	Timeline	Deliverable
1a. Consultant agency administrator will set up and monitor a budget to include funding for community partners and program expenses.	Contract Execution - End of Contract Term	Approved program budget and quarterly budget updates.
1b. Consultant will invoice the Kings County Health Department monthly, by the fifteenth (15 th) day of each month for the prior month's expenditures, addressed to the designated contract lead and health.orders@co.kings.ca.us.	Contract Execution - End of Contract Term	Monthly invoices detailing program expenses
1c. Consultant will recruit and designate a Project Director or Health Educator as needed.	Contract Execution – End of Contract Term	N/A
1d. Consultant will meet monthly or as deemed necessary with Kings County Department of Public Health (Local Health Jurisdiction) staff to review progress on work plan and budget.	Contract Execution - End of Contract Term	Meeting Agendas and Minutes
1e. Consultant will attend bi-monthly Kings County Sexual and Reproductive Health Workgroup Meetings to update the coalition on activities.	Contract Execution - End of Contract Term	Meeting Minutes w/ program-specific report-out when applicable.

Exhibit A-2

<p>2. Main Objectives Objectives are listed in order of priority as determined at contract start, though it is recognized that a) objectives will require ongoing work throughout the contract term to develop, implement, and sustain services, and b) priority may change based on community need and partner feedback. Significant changes in objective priority that impact timelines and/or budget will be documented in writing through an updated SOW agreed upon by both parties.</p>		
Objective	Timeline	Deliverable
2a. By June 2026, continue to maintain, continuously update, and promote the developed website with partner agencies to enhance immediate access to testing and treatment.	Contract execution through 06/2026	Website
2b. By June 2026, increase the availability of Community-based, data-driven testing among populations at risk for chlamydia, gonorrhea, and/or syphilis.	Contract execution through 06/2026	Number of Kings County residents testing through the LHJ and with at-home test kits
2c. By June 2026, in coordination with the LHJ, continue to promote and market the Tell Your Partner notification tool linked to the program and LHJ website to encourage the use of an anonymous notification tool.	Contract execution through 06/2026	Number of clicks through website insights and metrics
2d. By June 2026, implement additional innovative and impactful activities as determined by community need and partner/coalition feedback, e.g. supporting the expansion of teen hours for clinical services.	Contract execution through 06/2026	Examples: Teen Clinic Hour Promotion and Evaluation, documented changes to the STI service/education landscape in Kings County pre- and post award.
<p>2. Contractor Activities</p>		
<p>Objective 2a. By June 2026, continue to maintain, update, and promote the developed website with partner agencies to enhance immediate access to testing and treatment.</p>		
Associated Activity	Timeline	Deliverable
1. Develop media campaigns (social media, paid media, and/or out-of-home campaigns) to promote program resources and tools like the website and increase the knowledge of testing and treatment resources in the County. Meet with local technology and digital service providers (i.e. Bitwise Industries) to determine cost, and ease of use.	07/2024 – 06/2026	Cost Proposals/feasibility Analysis, Media Campaigns

Exhibit A-2

2. Meet with Sexual and Reproductive Health (SRH) Workgroup and the LHJ to continue discussing and implementing best options for the website for Kings County and discuss integration into existing County website, expansion into other community partner websites, and promotion among the public.	07/2024 – 06/2026	SRH Workgroup Meeting Agendas and Minutes
4. Support continuous maintenance of the website and oversee the information, design, and layout to ensure ease of access. Ensure consistent feedback and collaboration with LHJ and the SRH workgroup.	07/2024 – 06/2026	Website Maintenance Log
5. Host annual community discussions with the SRH Workgroup, partners, and/or youth advisory board members to obtain continuous feedback from County residents to update and maintain the website.	07/2024 – 06/2026	Focus Group Summary
6. Gather data from the use of the website to determine adjustments and redesign. Identify opportunities to expand the use of the platform/technology into other community-based organization or local websites.	07/2024 – 06/2025	Squarespace Metric Reports
Objective 2b. By June 2026, increase the availability of Community-based, data-driven testing among populations at risk for chlamydia, gonorrhea, and/or syphilis.		
Associated Activity	Timeline	Deliverable
1. Meet with the LHJ to determine strategy and opportunities for the expansion of community-based, data-driven testing. Update the collected county and statewide data and conduct other appropriate research to support expansion of testing with populations most at-risk and of highest need in Kings County.	07/2024 – 09/2024	Log or Research
2. Engage 1-3 local organizations in partnering to support innovative activities and expansion of testing among high need populations, such as LGBTQIA+, African American, housing unstable, and people who can get pregnant residents, and engage in planning meetings to determine opportunities to expand community-based, data-driven testing and integrate testing support into their existing organization.	07/2024 – 06/2026	Planning Meeting Agendas and Meeting Minutes
3. Continue meeting with local organization staff at least quarterly for planning meetings and during the SRH Workgroup	07/2024 – 06/2026	Meeting Agendas

Exhibit A-2

Exhibit A-2

meetings to determine direction and progress towards expanding community-based testing for at-risk populations in Kings County. Establish quarterly goals with partner organizations or SRH workgroup to support expansion of testing at the LHJ and monitoring of progress towards goals. Provide support and ease of access to information, tools, and resources for the CBO partner.		
4. Update the community action plan for expansion or community-based testing that is based on data and ensures access to populations at risk for chlamydia, gonorrhea and/or syphilis.	08/2024 – 10/2024	Community Action Plan
5. Participate in workgroups and agency meetings that serve the target populations to provide updates on program progress and partner on program activities to increase testing and treatment services.	07/2024 – 06/2026	Meeting Agendas
6. Provide a minimum of one (1) training annually, with the support of Primary Health as needed, for community-based organizations that elect to distribute test kits and promote STI testing and treatment services at the LHJ and engage as a local resource for high need community populations.	07/2024 – 06/2026	Training Materials
7. Regularly update and maintain developed educational materials to be disseminated to increase use of testing and treatment services at the LHJ. Focus group test the material to ensure appropriate literacy level and information.	07/2024 – 06/2026	Educational Material
8. Partner with Kings United Way – 211 to link the Kings 211 website to the program and County websites to increase access to local resources such as prenatal care, housing, harm reduction services, etc.	07/2024 – 10/2024	Link to Websites
9. Gather, summarize, and consistently review data to determine success with interventions and proposed activities. To include but not limited to the number of partner organizations engaged and quantitative increase in STI testing and treatment among underserved populations (to be provided by LHJ).	07/2024 – 06/2026	Collected Data and review of successes and challenges
Objective 2c. By June 2026, in coordination with the LHJ, continue to promote and market the Tell Your Partner notification tool linked to the program and LHJ websites to encourage use of the anonymous notification tool.		
Associated Activity	Timeline	Deliverable

Exhibit A-2

<p>1. Conduct research on available partner notification webpages and anonymous tools and determine their application, feasibility, ease of use and access for use in Kings County. If existing tools exist, determine the integration into LHJ and other CBO websites. If tool needs to be developed, support the identification of a webpage developer to create the partner notification tool.</p>	<p>07/2024 – 07/2026</p>	<p>Log of Research</p>
<p>3. Conduct a pre-development focus group with diverse youth and adults who represent the target population to consult the development of the partner notification web page and digital lab slip and determine needs, barriers and specific ideas for the implementation and marketing of the tools. Summarize results for support in the development of the partner notification tool and digital lab slip. Conduct a community-focused group with diverse youth and adults who represent the target population to inquire about the use of Tell Your Partner on the website.</p>	<p>08/2024 – 10/2024</p>	<p>Focus Group Results</p>
<p>4. With input from the SRH Workgroup, LHJ staff, and partner organizations, work in collaboration with the media consultant to develop the partner notification webpage/online anonymous tool and online scheduling system. Integrate the existing tool into the LHJ web page Continue linking the Tell You Partner notification tool and/or a developed lab slip (if needed by the County) to the program website.</p>	<p>07/2024 – 06/2026</p>	<p>Completed Partner Notification Webpage and/or Online Tool, Completed Digital Lab Slip or similar tool, Tell Your Partner Link and/or Completed Digital Lab Slip</p>
<p>5. Develop educational materials (i.e. video slideshow or video for STI clinic lobby television, infographics, etc.) to increase awareness and promote the function of the tool and online scheduling system among partner organizations, schools and others to increase awareness and understanding of the importance of partner notification and facilitating access to STI testing. Provide 3-5 presentations annually to local partner agencies, workgroups, and/or schools to provide information regarding the program and share STDI testing and treatment resources.</p>	<p>07/2024 – 06/2026</p>	<p>Develop Educational, Presentation and Promotional Materials Presentation</p>
<p>6. Collect data on the use of the tool and digital lab slip to determine additional needs. Number of clicks on the Tell Your Partner link on the website.</p>	<p>07/2024 – 06/2026</p>	<p>Data Analysis</p>

Objective 2d. By June 2026, implement additional innovative and impactful activities as determined by community need and partner/coalition feedback, e.g. supporting the expansion of teen hours for clinical services.

Associated Activity	Timeline	Deliverable
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Exhibit A-2

<p>1. Continue to provide an educational box for community organizations that includes information, educational materials, and other resources to engage as a partner in promoting STD and pregnancy testing and engage in the Sexual and Reproductive Health Workgroup.</p>	<p>07/2024 – 06/2026</p>	<p>Educational Box</p>
<p>2. In collaboration with the Kings County Sexual and Reproductive Health (SRH) Workgroup, update the strategy plan to determine innovative and impactful activities that will support the expansion of STD and pregnancy testing in Kings County.</p>	<p>07/2024 – 09/2024</p>	<p>Strategy Session</p>
<p>3. Engage community partners, LHJ and Workgroup in updating the detailed action plan that determines next steps and assigns responsibilities to ensure successful action steps towards accomplishing the strategies created through the strategy session.</p>	<p>08/2024 – 10/2024</p>	<p>Action Plan</p>
<p>4. Implement a minimum of 2 - 3 innovative and impactful activities as determined by needs data and community partnerships. Examples of activities can include:</p> <ol style="list-style-type: none"> 1. Teen Friendly clinics: Work with the LHJ and local clinics to incorporate “youth friendly” adaptations to their clinical services, such as youth friendly office hours, youth friendly lounge/entrances, and/or integration of inclusive language in office intake forms such as pronouns and preferred name. 2. Outlying Rural Clinics: Partner monthly with the LHJ to provide STD testing and treatment services at the rural health clinics in Corcoran and Avenal to increase access to testing, treatment, and other resources for County residents. 3. Youth Advisory Board: Create a Kings County Youth Advisory Board that support with creating goals and strategizing implementation of innovative activities to better determine where do youth access information and also identify how to best outreach to youth. 	<p>07/2024 – 06/2026</p>	<p>Description of Activities, Impact Data, & Developed Materials</p>
<p>5. Collect data and determine the successes and challenges with the innovative and impactful activities. Document successes and challenges for distribution among the LHJ, SRH workgroup, and community partners to continue to adapt approaches.</p>	<p>07/2022-06/2024</p>	<p>Report describing successes and challenges, Data collected</p>

Exhibit A-2

**Exhibit B-
2**

Budget
Detail

Fiscal Years 2024-2026

	2024-2025	2025-2026
<u>Personnel Costs and 23% Benefits</u>		
Project Director 18% FTE	19978	19978
Health Educator 100% FTE	60605	60605
Health Educator 20% FTE	9808	9808

Operating Costs

Telephone & Internet	1600	1596
Printing/Copying	885	888
Program and Office Supplies	2000	2000
Travel	1796	1796
Staff Training and Registration	1236	1236
Media Consultant	6960	6960
Educational Materials	976	976
CBO Community Engagement Agreements	6000	6000
Booth Rental Fees	45	45
Test Kits	18120	18120

Indirect Costs

Indirect	9943	9943
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Total Contracted Amount	\$139,952	\$139,952
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2024

SUBMITTED BY: Department of Public Health – Rose Mary Rahn

SUBJECT: TEMPORARY CLOSURE FOR RELOCATION

SUMMARY:

Overview:

The Kings County Department of Public Health (KCDPH) is requesting approval to close all offices located at 330 Campus Drive to facilitate the department's relocation as a result of the recent fire.

Recommendation:

Approve the closure of the Kings County Department of Public Health offices located at 330 Campus Drive on Friday, July 5, 2024 from 8:00 AM to 12:00 PM not including the outlying offices in Hanford, Lemoore, Corcoran, and Avenal.

Fiscal Impact:

None.

BACKGROUND:

Early in the morning on April 29, 2024, the Kings County Fire Department was dispatched to a structure fire at 330 Campus Drive in Hanford. The fire was confined to KCDPH Building Three and an exterior shed. Fortunately, no one was in the building at the time, and there were no injuries. However, the fire caused severe damage to the internal offices, rendering the entire building unsafe and unusable for normal operations. The department quickly relocated personnel, essential documents, and equipment to continue operations. Due to the severity of the damage, limited space for staff and operations, and length of time required for repairs and restoration, the department has identified a suitable temporary office space at Suites 101 and 102 at 460 Kings County Drive in Hanford.

The requested closure of KCDPH at 330 Campus Drive is necessary to facilitate the relocation of staff and operations to the new temporary office space. The relocation process will involve the transportation of office

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

TEMPORARY CLOSURE FOR RELOCATION

June 25, 2024

Page 2 of 2

equipment, records, and other essential materials to the new location. During this transition, it is crucial to have a coordinated effort to minimize downtime and disruptions to service. Once complete, the move will ensure the continuity of KCDPH operations and delivery of essential services to the community.

If the proposal for the closure is approved, KCDPH will temporarily close the offices at 330 Campus Drive from 8:00 AM to 12:00 PM on Friday, July 5, 2024, to facilitate the relocation of staff to the new office location. This temporary closure will not affect the services provided by the Women, Infants, and Children program at outlying clinics, which will continue as usual.

To inform the public about the temporary closure, signs will be prominently displayed at all KCDPH entrances at 330 Campus Drive a week in advance. Voicemail greetings will be adjusted on the day of the move to notify callers about the temporary closure. Additionally, a press release will be issued a week before the closure to provide the public advance notice. There will also be on-call support available in the event of emergency services or response needed.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2024

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: KINGS COUNTY BRIDGE PREVENTATIVE MAINTENANCE PROGRAM – PHASE II

SUMMARY:

Overview:

On June 20, 2023, the Board authorized the advertising of the Plans and Specifications for the Bridge Preventative Maintenance Program (BPMP) project with bids due July 19, 2023. The County received two bids with the lowest responsive responsible bidder being determined as Agee Construction Corporation.

Recommendation:

Approve the construction contract with Agee Construction Corporation for the Kings County Bridge Preventative Maintenance Program Phase II project effective upon execution for a term of 70 working days from the date of commencement for the base bid.

Fiscal Impact:

The low bid from Agee Construction Corporation is \$1,656,063. The project is federally funded through the Federal Highway Administration (FHWA) Highway Bridge Program with a reimbursement ratio of 88.53%. The remaining 11.47% will be provided by the County Road Fund, not impacting the General Fund, as included in the Fiscal Year 2023-2024 Adopted Budget in Budget Unit 311000.

BACKGROUND:

The State of California developed the BPMP with the purpose of extending the life of local agency bridges by performing certain qualifying items of work classified as preventative maintenance. It is expected that these maintenance functions will reduce the life cycle cost and delay the need for full rehabilitation or replacement. The County has applied for and received funding to develop a BPMP for the one hundred and ten (110)

(Cont'd)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

KINGS COUNTY BRIDGE PREVENTATIVE MAINTENANCE PROGRAM – PHASE II

June 25, 2024

Page 2 of 2

structures currently maintained by County forces. The department's intent is to utilize the BPMP to extend the life of County bridges and identify those that are beyond preventative maintenance countermeasures as approved by FHWA, thereby qualifying for additional maintenance or replacement funding. The following is the list of bridges that are a part of the project:

1. Lacey Blvd bridge over Last Chance Ditch
2. Lacey Blvd bridge over Lemoore Canal
3. 6th Ave bridge over E. Branch Lakeland Canal
4. 21st Ave bridge over Clarks Fork Kings River
5. 24th Ave bridge over Kings River
6. Lacey Blvd bridge over Clarks Fork Kings River
7. 6th Ave bridge over Tule River
8. 22nd Ave bridge over Clarks Fork Kings River
9. Everett Ave bridge over Kings River
10. Laurel Ave bridge over Kings River

The project Plans and Specifications were approved for advertisement on June 20, 2023. The Department of Public Works received two bids, all of which were considered responsive and responsible. The bid submitted by Agee Construction Corporation was identified as the lowest bid for the project. A notice of award was approved by the Board in November of 2023, but delays caused by the flood storm of 2023 have led to the construction of the project not being ready until September of 2024. Below are the two bids received:

- | | |
|----------------------------------|-------------|
| 1. Agee Construction Corporation | \$1,656,063 |
| 2. American Paving Co. | \$1,810,044 |

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

KINGS COUNTY BPMP – BRIDGE PREVENTATIVE MAINTENANCE

CONSTRUCTION AGREEMENT

(March 31, 2000)

for

Kings County BPMP – Bridge Preventative Maintenance

THIS AGREEMENT, made and entered into this _____ of _____, 2024, by and between the County of Kings hereinafter referred to as "Owner", and Agee Construction Corporation hereinafter referred to as "Contractor"

That the parties hereto, for and in consideration of the covenants, promises and agreements to be made, kept and performed as hereinafter set forth, do agree as follows:

ARTICLE 1

THE CONTRACT DOCUMENTS

The complete Contract between the Owner and the Contractor shall consist of the following Contract Documents: The Notice to Bidders, the Bonds, the Instruction to Bidders, the Accepted Bid Proposal, Federal Aid Required Documents, all Addenda, this Construction Agreement, the General Conditions, Supplemental Conditions the Plans and Specifications, Notice of Award, Notice to Proceed, Change Orders, Notice of Substantial Completion, Notice of Completion, and modifications incorporated in those documents. The contract, drawings, and specifications are intended to supplement one another. A complete listing of the Contract Documents can be found in Article 1.

ARTICLE 2

THE WORK

The Contractor agrees to furnish at his own cost and expense, all tools, equipment, apparatus, labor, materials (except those materials specifically excluded from contract as supplied by County), mechanical workmanship, transportation and services necessary to complete the construction of County of Kings Highway Improvement Program projects and in strict accordance with the Contract Documents. All such work shall be completed in a good and workmanlike manner.

ARTICLE 3

TIME FOR COMPLETION:

3.1 For the purpose of determining the contract completion date, the date of commencement shall be ten (10) calendar days after receipt of written Notice to Proceed, or if no such written Notice to Proceed is issued, it shall be 10 calendar days from the date of this Agreement.

3.2 The Work shall be commenced on the date provided for in Paragraph 3.1, and shall be diligently pursued by the Contractor and completed not later than **SEVENTY (70) working days** from the date of commencement.

ARTICLE 4

THE CONTRACT PAYMENT

4.1 In consideration of the covenants, agreements, and promises on the part of the Contractor contained in the Contract Documents, and the strict and literal fulfillment of each and every such covenant, agreement, and promise, and as compensation agreed upon for the erection, construction and completion of the said work described in Article 1 hereof in strict accordance with the Plans and Specifications therefor, the Owner agrees to pay and cause to be paid to the Contractor the Contract Sum of \$1,656,063, lawful money of the United States, subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **N/A**

KINGS COUNTY BPMP – BRIDGE PREVENTATIVE MAINTENANCE

ARTICLE 5

PROGRESS PAYMENTS

5.1 Applications for Payment shall be submitted monthly in a timely manner by the Contractor on or before the date mutually agreed upon by the Owner and Contractor. The form shall be approved by the Owner.

5.2 Progress Payments shall be made once each month, on or about a date to be determined by the Owner. The amount shall be based on the percent completion of each portion of work completed as the end of the month covered by the Application of Payment. Payment of undisputed contract amounts (progress payments) is contingent upon the Contractor furnishing the Owner with a release of all claims against the Owner arising by virtue of the work relating to the amount so paid. The release may be on the form used for computing monthly progress payment.

5.3 The progress payment amount shall be adjusted as set forth in Article 6 of the General Conditions.

ARTICLE 6

FINAL PAYMENT

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when 1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Article 9 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and 2) a final Certificate for Payment has been issued by the Inspector; such final payment shall be made by the Owner not more than 60 days after the recording of the Notice of Completion.

6.2 Pursuant to Public Contract Code section 7107, in the event of a dispute between the Owner and Contractor, the Owner may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. Except as so withheld, the Owner shall release the retention withheld within 60 days after the date of completion of the work of improvement, as "completion" is defined in Public Contract Code section 7107. In the event that retention payments are not made within the time periods required by Public Contract Code section 7107, the Owner shall be subject to the interest payment provisions of Public Contract Code section 7107.

ARTICLE 7

MISCELLANEOUS

7.1 Liquidated Damages shall be imposed upon the Contractor should the Contractor fail to complete this contract, and the work provided herein within the time fixed for such completion, the Contractor shall become liable to the Owner for all loss and damage which the latter may suffer on account thereof, and

7.2 IT IS HEREBY FURTHER AGREED, that in case the contractor does not complete the work within the 70 working days as herein provided, for reasons or causes other than those provided for in the Contract Documents hereof, the Owner will be damaged. After considering such a breach and all aspects of the work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable daily damage for such a breach, if any, will be \$1,000 per work day and the payment of the same, if any, is payment of liquidating damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this agreement and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due said Contractor under this contract.

7.3 Terms used in the Agreement which are defined in the General Conditions of the Contract shall have the meanings designated in those Conditions.

ARTICLE 8

KINGS COUNTY BPMP – BRIDGE PREVENTATIVE MAINTENANCE

TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 10 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 10 of the General Conditions.

ARTICLE 9

ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The agreement is this executed standard form of Construction Agreement dated: March 2000.

9.1.2 The General Conditions are the General Conditions dated: September 2016.

9.1.3 The Supplementary Conditions, and any other Conditions of the Contract are those detailed below:

9.1.4 The Specifications contained in the contract documents approved by the Kings County Board of Supervisors, as amended by addendum.

9.1.5 The Federal Aid required documents contained in the contract documents approved by the Kings County Board of Supervisors, as amended by addendum.

9.1.6 The Plans contained in the contract documents approved by the Kings County Board of Supervisors, as amended by addendum.

9.1.7 Form FHWA-1273

9.1.8 The Addenda, if any, are as follows:

IN WITNESS WHEREOF, the Owner has caused this Agreement to be executed by the Chairman of the Board of Supervisors and the Contractor has executed this Agreement on the day and year first above written.

OWNER:

By _____

CONTRACTORS:

By Robert E. Serrano

NOTE: If the Contractor executing this contract is a corporation, a certified copy of the By-Laws, or of the Resolution of the Board of Directors, authorizing the officers of said corporation to execute the contract and the bonds required thereby must be annexed thereto.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2024

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mitchel Cabrera
SUBJECT: CONGESTION MITIGATION AND AIR QUALITY PROGRAM – FISCAL YEAR 23/24 COUNTY ROADWAY SEAL PROJECT

SUMMARY:

Overview:

The Congestion Mitigation and Air Quality Program – Fiscal Year 23/24 County Roadway Seal Project will improve previously paved roadways, which are in a state of failure, by pulverizing the existing failing surface and mixing with the underlying base material and subgrade to generate a more stable base material to receive a series of emulsion seals.

Recommendation:

- a. Approve the Plans and Specifications for the Congestion Mitigation and Air Quality Program – Fiscal Year 23/24 County Roadway Seal Project;
- b. Authorize the Department of Public Works to advertise the Congestion Mitigation and Air Quality Program – Fiscal Year 23/24 County Roadway Seal Project.

Fiscal Impact:

The project will not impact the General Fund. The project is funded through the Federal Highway Administration (FHWA) Congestion Mitigation and Air Quality (CMAQ) program and the County Road Fund. The project has a reimbursement rate of 88.53% by CMAQ and 11.47% local match, provided via the Road Fund. The engineer’s estimate for the construction project is \$559,179.

BACKGROUND:

The Department of Public Works has programmed the CMAQ Seal project annually for more than twenty years. CMAQ projects are programmed by the County through the Kings County Association of Governments (KCAG) office and ultimately adopted into the Federal Transportation Improvement Program (FTIP). The FTIP is a comprehensive, four-year transportation spending plan for the region that lists every transportation project that will receive federal funds or that is subject to a federally required action. The roadway seal program is an

(Cont’d)

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CONGESTION MITIGATION AND AIR QUALITY PROGRAM – FISCAL YEAR 23/24 COUNTY ROADWAY SEAL PROJECT

June 25, 2024

Page 2 of 2

effective way for the County to utilize CMAQ funding which has limited utility for a rural county. The seal project improves air quality by sealing bituminous roads and extending the useful life of transportation corridors. In recent years, it has been necessary to hire private contractors to perform this work previously performed by County Roads crew due to Assembly Bill (AB) 720, which limits the annual dollar amount a local agency can spend on certain self performed construction activities. The department intends to crush the existing failing asphalt and mix it with the underlying material to generate a more durable road base to receive multiple seal applications.

THE ATTACHMENT IS ON FILE WITH THE CLERK OF THE BOARD AND CAN BE LOCATED ON OUR WEBSITE AT:

<https://www.countyofkingsca.gov/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 June 25, 2024

SUBMITTED BY: Sheriff's Office – David Robinson

SUBJECT: ANNUAL MAINTENANCE AGREEMENT FOR EIGHT LIVE SCAN MACHINES WITH IDEMIA MORPHOTRUST USA

SUMMARY:

Overview:

The King's County Sheriff's Office requests authorization to renew the annual maintenance agreement for eight Live Scan machines.

Recommendation:

Approve a maintenance agreement with IDEMA Identity & Security for maintenance on eight Live Scan machines effective July 29, 2024 through July 28, 2025.

Fiscal Impact:

The cost for 24-hour a day, 7-day a week coverage for the Live Scan machines at the Kings County Jail and the Kings County Juvenile Center will be \$8,788. The cost for the machines located at the Kings County Sheriff's Administration Office, Avenal Police Department, Hanford Police Department, Lemoore Police Department, and two machines at the Corcoran Police Department will be \$22,121. The total cost of \$30,909 will be paid out of the California Identification (CAL-ID) Remote Access Network Board funds and will have no impact on the General Fund.

BACKGROUND:

Live Scan is a digital fingerprinting process that replaces traditional ink fingerprinting. The Live Scan machines located at the Kings County Sheriff's Administration Office, Avenal Police Department, Corcoran Police Department, Hanford Police Department, Lemoore Police Department, the Kings County Jail, and the Kings County Juvenile Center are due for renewal of annual maintenance agreements. The current annual maintenance agreements will expire July 28, 2024. The new maintenance agreements for the machines will be effective July 29, 2024 through July 28, 2025. The agreement has been reviewed and approved by County Counsel as to form.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

IDEMIA IDENTITY & SECURITY USA LLC
SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

U.S. End User Customers

covering

Idemia® Livescan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Idemia Identity & Security USA LLC's ("Idemia") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Idemia, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Idemia are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services.

Included With All Remedial Maintenance Services are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Idemia TouchCare Support Center via Idemia toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Idemia's technical support staff to resolve unique problems.
- Idemia shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Idemia's property. Idemia shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Idemia, replacement parts and components needed at international destinations shall be shipped by Idemia to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Idemia ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- Idemia shall make available to Customer one copy (in electronic or other standard form) of

each Update (defined herein) for those System components that are developed by Idemia and for which Idemia, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Idemia Maintenance Agreement Addendum. Customer shall provide Idemia with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Idemia shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Idemia shall install the Update during any subsequently scheduled on-site visit by Idemia for service of the System. An "Update" means a new release of such System software components that are developed by Idemia which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. *Idemia's 24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Idemia's Help Desk for customers located within a 100 mile radius of an authorized Idemia's service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge (provided Customer has granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; **provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.**

Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Idemia's 9/5 *Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Idemia's Help Desk.
- Idemia's Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching a Idemia field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Idemia shall use its best efforts to have an Idemia's field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Idemia's Help Desk if Customer's facility is located within a 100 mile radius of an authorized Idemia's service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Idemia's acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Idemia's then current rates.
- At no additional charge (provided Customer has

granted Idemia with continuous network or dial-up access to the System, whether stand alone or connected to a central site), Idemia will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications;

provided further, however, that any such type of transaction change does not, in the sole opinion of Idemia's Development Management Team, require a significant development or deployment effort.

Generally, a *significant development effort* is one that takes Idemia more than one full business day to develop, and a *significant deployment effort* is one that requires Idemia's deployment of one or more of its field service engineers to more than five (5) Customer locations or Idemia's field service engineer(s) collectively traveling a distance greater than 250 miles in order to complete the installations. In any such events, Idemia will provide such services on a time and materials basis and Idemia will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Idemia's *Help Desk Maintenance Services* are as follows:

- The Services do not include any Idemia on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Idemia Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Idemia trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Idemia's periodic requirements. Unless otherwise agreed in writing by Idemia, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Idemia's Help Desk.

- Idemia shall furnish all parts and components necessary for the maintenance of the System. Idemia's shipment of a replacement part to Customer will be initiated promptly after the Idemia's Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Idemia to be returned to Idemia, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Idemia within two (2) weeks after receipt of the replacement part. Idemia is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Idemia on-site service, Idemia shall use its best efforts to have a Idemia field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Idemia's Help Desk. Customer shall pay for such on-site service on a time and travel basis at Idemia's then current rates and travel policies, respectively. Prior to dispatch of a Idemia engineer, Customer shall provide Idemia with a purchase order ("P.O."), complete Idemia's P.O. Waiver form, or provide Idemia with a valid credit card number.

E. Preventive Maintenance Services. Idemia's *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Idemia's specifications for such System. Idemia and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Idemia's 24/7 Maintenance Services and Idemia's 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Idemia's then current published prices for such Services. Preventive Maintenance Services may not be

available for certain System components.

III. EXCLUSIONS FROM SERVICES

- A. Exclusions. The Services do not include any of the following:
- System relocation.
 - Additional training beyond that amount or level of training originally ordered by Customer.
 - Maintenance support or troubleshooting for Customer provided communication networks.
 - Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Idemia's control.
 - Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Idemia's authorized service representatives, or if parts, accessories, or components not authorized by Idemia are fitted to the System.
 - Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Idemia to Customer.
 - Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
 - Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
 - Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
 - Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Idemia's System documentation.

B. Availability of Additional Services. At Customer's request, Idemia may agree to perform the excluded services described immediately above in accordance with Idemia's then current rates. Other excluded services that may be agreed to be performed by Idemia shall require Idemia's receipt of a Customer P.O., Customer's completion of Idemia's P.O. Waiver form, or Customer providing Idemia with a valid credit card number before work by Idemia is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Idemia before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Idemia's inspection will be billed at Idemia's current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Idemia or an Idemia authorized or identified vendor, at Customer's sole expense: (i) all Idemia and third-party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Idemia will specify the hardware and third-party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Idemia's TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Idemia's receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Idemia's receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

Idemia develops, manufactures, licenses and offers high technology products and services. In the ordinary course of its product development life cycle, Idemia will declare certain products as obsolete and end-of-life ("EOL"). In the event that Idemia determines that a product is EOL, Idemia shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that Idemia provides its customers with such EOL notice, Idemia shall further endeavor to provide its customer with notice of Idemia's intent to offer a next version of the product, or a new or substitute product or

service with the same or similar functionality to the EOL product. Idemia's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, Idemia will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, Idemia does not warrant performance of the EOL product and Idemia will not prepare any further updates or maintenance fixes for the EOL product.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Idemia's current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Idemia's invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Idemia, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Idemia's fees for Services or parts as provided hereunder when due: (i) Idemia may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Idemia may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Idemia's costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

C. Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant to the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

D. Inflation Adjustment. The Price Per Service/Other Basis identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) published for the appropriate

Product/Service as of the Effective Date of the parties' Agreement.

consent of Idemia.

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Idemia shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDEMIA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDEMIA'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDEMIA'S SERVICES ACTUALLY PAID BY CUSTOMER TO IDEMIA UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDEMIA BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDEMIA'S REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Idemia may deliver Idemia-developed Updates to Customer. The terms of Idemia's end user license for the Idemia's software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

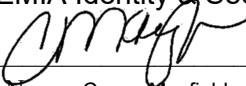
This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Idemia and the Customer. This Agreement may not be assigned by Customer without the prior express written

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

COUNTY OF KINGS

CONTRACTOR NAME
IDEMIA Identity & Security USA LLC

By: _____
Doug Verboon, Chairperson
Kings County Board of Supervisors

By:  _____
Name: Casey Mayfield
Title: Sr. Vice President


ATTEST

By: _____
Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS
TO INSURANCE

By:  06/03/2024
Sarah Poots, Risk Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By:  06/12/2024
Zachary S. Adams, Deputy County Counsel



Idemia Identity & Security
 14 Crosby Drive
 Suite 200
 Bedford, MA 01730
 USA
 Phone (888) 435-7439

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: 42677
QUOTE DATE: 01/08/24
CUSTOMER ID: BD-5556
PRICE LIST: 2024

BILL TO: KINGS COUNTY SHERIFF
 1400 W LACEY BLVD

HANFORD, CA 93230
 United States

COVERAGE

START DATE: 07/29/24
END DATE: 07/28/25

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION:	CORCORAN POLICE DEPARTMENT - 911 HANNA AVE CORCORAN, CA 93212			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY290902051	1	\$3,627.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
TPE-PRT-DUP		65741-002	1	\$359.00
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY441902080	1	\$3,627.00
EQUIPMENT LOCATION:	KINGS COUNTY SHERIFF - 1444 W LACEY BLVD HANFORD, CA 93230			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY431902078	1	\$3,627.00
EQUIPMENT LOCATION:	AVENAL POLICE DEPARTMENT - 317 E ALPINE ST AVENAL, CA 93204			
5600-TPE-ED-M95	ANNUAL 9/5 MAINTENANCE			
TPE-5600-ED		AEY491902085	1	\$3,627.00

EQUIPMENT LOCATION: HANFORD POLICE DEPARTMENT - 425 N IRWIN ST HANFORD, CA 93230
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY491902087 1 \$3,627.00

EQUIPMENT LOCATION: LEMOORE POLICE DEPARTMENT - 657 FOX ST LEMOORE, CA 93425
5600-TPE-ED-M95 ANNUAL 9/5 MAINTENANCE
 TPE-5600-ED

AEY491902084 1 \$3,627.00

EQUIPMENT LOCATION: KINGS COUNTY PROBATION - 1450 FORUM DR HANFORD, CA 93230
5600-TPE-ED-M24 ANNUAL 24/7 MAINTENANCE
 TPE-5600-ED

AEY421902076 1 \$4,394.00

EQUIPMENT LOCATION: KINGS COUNTY JAIL - 1570 KINGS COUNTY DR HANFORD, CA 93230
5600-TPE-ED-M24 ANNUAL 24/7 MAINTENANCE
 TPE-5600-ED

AEY481902083 1 \$4,394.00

TOTAL: \$30,909.00

NAME: Zehra Tremazi TITLE: Maintenance Contract Admin PHONE: (714) 632-2119 FAX: EMAIL: Zehra.Tremazi@us.idemia.com SUPPORT EMAIL: BiometricsSupport@us.idemia.com SUPPORT PHONE: (888) 435-7439	PO NUMBER: _____ SIGNATURE BY: _____ NAME(Print) / DATE _____ TITLE: _____ PHONE / FAX: _____ EMAIL: _____
--	---

The terms and conditions of IDEMIA Identity & Security USA LLC maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's as sent to the terms set out here in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RENEWAL DATE OR RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2024

SUBMITTED BY: Administration – Kyria Martinez/Sarah Poots

SUBJECT: CLAIM FOR DAMAGES FILED BY WILSHIRE LAW FIRM

SUMMARY:

Overview:

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

Recommendation:

Deny the Claim for Damages filed by Wilshire Law Firm on behalf of German Leonardo Cruz.

Fiscal Impact:

None.

BACKGROUND:

On May 2, 2024, a Claim for Damages was filed by Wilshire Law Firm on behalf of German Leonardo Cruz. The claimant alleges that he was attacked and sustained injuries by a dog that is part of a rehabilitation program operated through a California Department of Corrections and Rehabilitation program with the California State Prison. After investigation of the claim, it was determined that the County is not liable and there is no proper charge against the County. 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 _____, 2024.

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 June 25, 2024

SUBMITTED BY: Administration – Kyria Martinez/Sarah Poots
SUBJECT: CLAIM FOR DAMAGES FILED BY BD&J, PC LAW FIRM

SUMMARY:

Overview:

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

Recommendation:

Deny the Claim for Damages filed by BD&J, PC Law Firm on behalf of Leodegario Castro Suarez.

Fiscal Impact:

None.

BACKGROUND:

On April 11, 2024, a Claim for Damages was filed by BD&J, PC Law Firm on behalf of Leodegario Castro Suarez. The claimant alleges dangerous conditions leading to wrongful death of his family who were crossing in an unmarked crosswalk and struck by a vehicle. After investigation of the claim, it was determined that the County is not liable and there is no proper charge against the County. 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 _____, 2024.

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 June 25, 2024

SUBMITTED BY: Administration - Kyria Martinez/Sarah Poots

SUBJECT: CLAIM FOR DAMAGES FILED BY GROSSMAN LAW OFFICES

SUMMARY:

Overview:

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

Recommendation:

Deny the Claim for Damages filed by Grossman Law Offices on behalf of Diana Alcaraz Campos.

Fiscal Impact:

None.

BACKGROUND:

On April 8, 2024, a Claim for Damages was filed by Grossman Law Offices on behalf of Diana Alcaraz Campos. The claimant alleges she was struck by a moving vehicle causing injuries due to improper design of an intersection and defective signals and lighting to alert drivers. After investigation of the claim, it was determined that the County is not liable and there is no proper charge against the County. 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 _____, 2024.

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 June 25, 2024

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: AGREEMENT WITH KINGS COUNTY COMMISSION ON AGING FISCAL YEAR 2024-25 GENERAL FUND CONTRIBUTION

SUMMARY:

Overview:

Kings County provides a County General Fund contribution to the Kings County Commission on Aging (KCCOA) to meet the requirement for local match funds for the California Department of Aging (CDA) provision of state and federal funding, as well as a subsidy for the operation of the Adult Day Care program.

Recommendation:

Approve the agreement with Kings County Commission on Aging to provide local match funds for senior programs within the county and for the operation of the Adult Day Care program effective July 1, 2024 through June 30, 2025.

Fiscal Impact:

Sufficient funds for this agreement in the amount of \$83,363 are included in the Fiscal Year (FY) 2024-25 Recommended Budget, within the Human Services Agency’s (HSA) budget in Budget Unit 510000. The General Fund contribution is listed as a Net County Cost within HSA's budget. The historical amount of \$80,000 in the agreement is for local match funds required to leverage CDA administered state and federal funding and a small subsidy to assist with funding the Adult Day Care program. \$3,363 in special one-time funding is included in this agreement to assist KCCOA with repairs related to vandalism on their property and increased security measures.

BACKGROUND:

KCCOA is an independent non-profit organization established in 1970 to provide information, assistance,

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH KINGS COUNTY COMMISSION ON AGING FISCAL YEAR 2024-25 GENERAL FUND CONTRIBUTION

June 25, 2024

Page 2 of 2

support, and advocacy for the seniors of Kings County. The mission of KCCOA is to “maintain and improve the physical, psychological, and social wellness of individuals aged 60 and older in the Kings County area, particularly the isolated, lonely, and frail.” KCCOA is governed by a council who provides strategic direction and oversight to KCCOA’s director, regarding various services in support of and to accomplish KCCOA’s mission.

In January 1980, Kings County joined Planning and Service Area (PSA) 15, established by CDA to plan for, coordinate, implement, and maintain programs designed to meet the needs of the aged. Every four years, a Four-Year Area Plan for Aging Services is developed, which identifies and focuses on the service needs of the aged. The PSA is responsible for submission of the local Four-Year Plan and annual updates to CDA on the impact and efficacy of the services. Kings County provides the General Fund match contribution as required to leverage state and federal funds in support of these services.

For several years, Kings County has provided the General Fund match contribution directly to KCCOA to carry out the services defined in the Older American’s Act, as required to leverage state and federal funds administered through CDA. KCCOA provides said services, which include but are not limited to: Adult Day Care, Family Caregiver Support, Supportive Services, Ombudsman Services, Elder Abuse Prevention Education, and various Nutrition programs for the residents of Kings County in accordance with the PSA’s Four-Year Area Plan for Aging. Additionally, Kings County continues to provide an additional, optional subsidy, to KCCOA in support of the operation of the Adult Day Care program. This support has historically been \$80,000. KCCOA has relied on this subsidy as well as its own fundraising efforts to keep the program operational. The Adult Day Care program offers socialization opportunities and much needed caregiver respite from the demands of caring for adults with cognitive disabilities in the community. The Board approved the last two agreements with KCCOA for these services on June 27, 2023 (Board Agreement No. 23-066) and June 28, 2022 (Board Agreement No. 22-047). This agreement includes an additional \$3,363 to assist KCCOA with repairs related to vandalism experienced on the property.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, between the County of Kings, a political subdivision of the State of California (“County”) and **Kings County Commission on Aging Council, a California nonprofit corporation** (“Contractor”) (singularly a “Party,” collectively the “Parties”).

RECITALS

WHEREAS, the County requires services in support of Older Americans Adult programs for the elder population in Kings County, as provided in Subchapter III of Chapter 35 of Title 42 of the United States Code (42 U.S.C. 3021 et. Seq.); and Adult Day Care Services; and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

County shall pay Contractor in accordance with the attached **Exhibit B**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration.

Contractor shall completely expend all funds in accordance with this Agreement by June 30th, 2025. The County's obligation to compensate Contractor is contingent upon the continued availability of Federal and State funds. Both program activities and funding allocations are subject to immediate reduction or termination if either funding or funding authorization are reduced or terminated.

Contractor shall receive \$ 83,363.43 as compensation in full for the services rendered under this Agreement. Contractor shall not be entitled to nor receive additional compensation from the County unless this Agreement is amended in writing by both Parties.

4. TERM

This Agreement commences on the July 1st, 2024 and terminates on June 30th, 2025, unless otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. Contractor shall: a) prepare all records in accordance with generally accepted accounting procedures; b) clearly identify the records; c) keep said records readily accessible; and d) maintain the records for seven (7) years after the termination of this Agreement. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County.

6. AMENDMENTS

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

7. TERMINATION

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

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party thirty (30) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the County's funding for services under this Agreement becomes unavailable, the County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either Party should the other Party materially breach its duties or responsibilities hereunder. Upon determining a

material breach has occurred, the non-defaulting Party shall provide written notice to the defaulting Party of its intention to terminate this Agreement and inform the defaulting Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Default, all Notices of Breach shall be deemed subject to this provision. If the non-defaulting Party deems the breach of a nature subject to cure, said Party shall allow the defaulting Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Default, the non-defaulting Party may terminate the Agreement upon further written notice specifying the date of termination.

a. In the event the nature of the breach requires more time than allowed in the Notice of Default to cure, the defaulting Party may submit a written proposal to the non-defaulting Party within that period, setting forth a specific plan to remedy the default and the date certain for completion. If the non-defaulting Party assents to the proposed plan in writing, the defaulting Party shall immediately commence curing the breach. If the defaulting Party fails to cure the breach within said period, the non-defaulting Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Default; or iii) grant the defaulting Party additional time to cure.

b. Alternatively, the County may elect to cure the default and Contractor shall bear all expenses incurred the County in curing the breach.

2) Breach Not Subject to Cure. If the non-defaulting Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Default to the defaulting Party of its intent to terminate this Agreement, in which it shall include a date upon which the Agreement terminates.

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

D. No Waiver of Breach or Default by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or default of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or default; nor iii) impair or prejudice any remedy available to the non-breaching Party.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase

and maintain the insurance policies described below (collectively, the “Insurance Policies”) prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies throughout the term of this Agreement.

B. Contractor shall deliver an Endorsed Additional Insured page from Contractor’s insurance carrier to the County’s Risk Manager guaranteeing said coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement’s Notice Section, or as otherwise agreed between the Parties. Failure to obtain, maintain, or provide the Insurance Policies or proof of the same is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

C. Endorsement of Policies. Contractor shall cause each of the Insurance Policies to be endorsed designating the County and its Board members, officials, officers, employees, and agents as additional insureds, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.

D. Waiver of Subrogation Rights against the County. To the extent possible, each insurance policy must include a waiver of the insurer’s subrogation rights against the County.

E. Insurance Limits. Contractor shall obtain the insurance policies in the amounts set forth below, unless the County’s Risk Manager approves other limits, in writing, prior to the execution of this Agreement:

1. Commercial General Liability covering bodily injury, personal injury and property damage with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.

2. Comprehensive Automobile Liability covering a) bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident and property damage of not less than One Hundred Thousand Dollars (\$100,000); or b) coverage with a combined single limit of One Million Dollars (\$1,000,000). The Comprehensive Automobile Liability must cover owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation as required by the California Labor Code. Contractor shall cause the policy to be endorsed to waive the insurer’s subrogation rights against the County.

4. Professional Liability covering Contractor’s wrongful acts, errors, and omissions with limits not less than One Million Dollars (\$1,000,000) per occurrence or claim, and Three Million Dollars (\$3,000,000) annual aggregate limit.

F. Rating of Insurers. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted upon prior approval of the County's Risk Manager.

G. Notice of Cancellation to the County and Payment of Premiums. Contractor shall cause each of the above insurance policies to be endorsed to provide the County with thirty (30) days' prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the Contractor to furnish insurance during the term of this Agreement.

9. INDEMNIFICATION

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

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

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

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

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with all federal, state, and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace, all health and safety standards set forth by the State of California and County, and the California Public Records Act, Government Code section 7920.000 *et seq.*

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

Contractor is advised that the work will be subject to Labor Code section 1774, and Contractor shall comply fully with all applicable requirements of that statute, as well as all associated rules and regulations of the Department of Industrial Relations or other state agency implementing Labor Code section 1774.

Contractor shall execute and comply with the Assurances of Compliance- Exhibit D, attached as **Exhibit D**.

12. CONFIDENTIALITY

Contractor shall not use County’s confidential information (“Confidential Information”) for any purpose other than performing under this Agreement, and Contractor shall prevent the unauthorized disclosure of Confidential Information. Upon receipt of third party’s request to disclose Confidential Information, Contractor shall promptly submit said request to County.

13. CONFLICT OF INTEREST

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

14. NONDISCRIMINATION

In rendering services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, gender identity, gender expression, sexual orientation, military status, or any other protected basis.

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

15. SUBCONTRACTORS

Services under this Agreement are personal services. Contractor warrants that it has not and it shall not subcontract any work under this Agreement without the prior written consent of the County, subject to any required state or federal approval.

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

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

18. OWNERSHIP OF DOCUMENTS

The County owns and is entitled to possess all computations, plans, correspondence, pertinent data and information gathered by or computed by Contractor prior to this Agreement's termination or upon completion of the work under this Agreement. County's reuse of any such materials in a manner other than originally intended is at the County's sole risk. Material prepared in connection with this Agreement is not subject to copyright in the United States of American, or in any foreign state.

19. NOTICE

Any notice necessary to the performance of this Agreement shall be given in

writing by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

County

Wendy Osikafo
Kings County Human Services Agency
1400 West Lacey Blvd., Building #12
Hanford, CA 93230

Contractor

Bobbie Wartson, Executive Director
Kings County Commission on Aging
P.O. Box 598
Armona, CA 93202

Notice given by: a) personal delivery is effective on the date of personal delivery; b) fax is effective on date of transmittal; c) overnight carrier is effective on the date of delivery; d) email is effective on the date of delivery, with a read receipt; e) first-class mail is effective five (5) days after the date of mailing, or the delivery date on the return receipt, whichever occurs first.

20. CHOICE OF LAW

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

21. SEVERABILITY

If any of the provisions of this Agreement are found unenforceable, the remaining provisions remain enforceable as fully as possible and the unenforceable provisions will constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections of this Agreement survive its termination: a) Section 5, Records and Inspections; b) Section 8, Insurance; c) Section 9, Indemnification; and d) Section 12, Confidentiality.

23. NO THIRD PARTY BENEFICIARIES

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

24. ADA COMPLIANCE

Contractor shall comply with the Americans with Disabilities Act, Title II and applicable California state laws. The law providing the greatest degree of access to qualified persons with disabilities shall apply to this Agreement.

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

25. DEBARMENT AND SUSPENSION

By execution of this Agreement, CONTRACTOR certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally supported contract under statutory or regulatory authority other than Executive Order 12549.

26. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

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

Each Party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms. Contractor waives the rule under Civil Code section 1654, that ambiguities in a contract should be construed against the drafter. Civil Code section 1654 has no application to the construction of the Agreement.

27. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means. The electronic signatures affixed by the Parties respective signatories give rise to a valid, enforceable, and fully effective agreement.

An original, executed Agreement may be imaged and electronically stored ("Electronic Copy"). The Parties may use an Electronic Copy in the same manner and for the same purposes as the original. Neither Party may object to the admissibility of the Electronic Agreement under the claim it was not originated or maintained in paper form.

28. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this

Agreement and bind the Party that its signature represents.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES ARE ON FOLLOWING PAGE

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

COUNTY OF KINGS

KINGS COUNTY COMMISSION ON AGING

By: _____
Doug Verboon, Chair

Bobbie Wartson
87193A70302D5122F452C4A22317AF99 ready**sign**
By: _____
Bobbie Wartson, Executive Director

ATTEST

APPROVED BY RISK MANAGEMENT
AS TO INSURANCE

By: _____
Catherine Venturella, Clerk to the Board

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

APPROVED AS TO FORM
Diane Freeman, County Counsel

Zachary Adams
1F53C3B3637BD6989DD5F11B66AE8E36 ready**sign**
By: _____
Zachary S. Adams
Deputy County Counsel

Exhibits/Attachments:

- Exhibit A:** Scope of Work
- Exhibit B:** Operating Budget
- Exhibit C:** HIPPA Business Associate Exhibit
- Exhibit D:** Assurance of Compliance with County – Non Discrimination
- Exhibit E:** Kings County ADA Grievance Procedures

EXHIBIT A
Scope of Work

The County engages the Contractor, and the Contractor shall do, preform, and carry out a variety of services for the Kings County elderly population and in accordance with the Kings/Tulare Area Agency on Aging, Four Year Plan on Aging, including but not limited to the following (the “Services”):

- A. Adult Day Care
- B. Family Caregiver Support- Title III E
- C. Supportive Services- Title III B
- D. Ombudsman Services Title III B & Title VII
- E. Elder Abuse Prevention- Title VII
- F. Nutrition Services- Title CI, Title CII, NSP
- G. Other services identified or deemed necessary, Title III D, Title V

EXHIBIT B
Operating Budget

Kings County Commission on Aging
Kings County Local Match & Lemoore Adult Day Care Budget
July 1, 2024- June 30, 2025

Local Match Requirement for Federal Grants <ul style="list-style-type: none">• Family Caregiver Support- Title III E• Supportive Services- Title III B• Ombudsman Services- Title III B & Title VII• Elder Abuse Prevention- Title VII• Nutrition Services- Title CI, CII, & NSP• Other Services identified Title III D, & Title V	
Supplemental Service Supports <ul style="list-style-type: none">• Adult Day Care• Operational & Other Costs	
Total Match & Supplemental Service Support Costs	\$80,000.00
Special One Time Lemoore Adult Day Care Funding	\$3,363.43
Total Agreement Cost	\$83,363.43

Exhibit C
HIPPA Business Associate Exhibit

I. Recitals.

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

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

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

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

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

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

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

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

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

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

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

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

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

2) ***Type of Services to be Provided by the Business Associate***
Business Associate will implement the Medi-Cal Health Enrollment Navigators Project Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A**.

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

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

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

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

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

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

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

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

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

County of Kings
Administration
Attn: Kyria Martinez, CAO – HIPAA Compliance Officer
1400 W. Lacey Blvd., Bldg. 1
Hanford, California 93230
(559) 852-2589

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

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

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

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

IV. Obligations of County.

County agrees to:

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

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

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

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

V. Audits, Inspection and Enforcement.

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

A. Failure to detect or

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

VI. Termination.

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

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

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

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

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

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

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

VII. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

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

release.

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

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

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

II. **System Security Controls.**

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

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

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

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

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

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

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

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

Exhibit D

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

ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

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

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

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

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

Bobbie Wartson

87193A70302D5122F452C4A22317AF99

readysign

Bobbie Wartson, Executive Director
Kings County Commission on Aging

Exhibit E

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM June 25, 2024

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: SCOPE OF WORK FOR ERNST AND YOUNG TO AUDIT ACCOUNTING RECORDS OF CALIFORNIA DEPARTMENT OF WATER RESOURCES REGARDING KINGS COUNTY’S STATE WATER CONTRACT

SUMMARY:

Overview:

Ernst and Young, acting as independent auditors, has been examining the capital and operating costs of the state water facilities appearing in the accounting records of the California Department of Water Resources on behalf of numerous State Water Project contractors for many years. This occurs through a five-year master agreement entered into by Ernst and Young and several State Water Project contractors, which Kings County is one of them. An annual statement of work for each year of the master agreement is submitted to all participants each year for approval. The current five-year master agreement was approved by the Board on September 20, 2022, and covers a term through June 30, 2027. The statement of work being considered covers fiscal year (FY) 2024-25.

Recommendation:

Approve the Statement of Work with Ernst and Young for State Water Project professional auditing services effective July 1, 2024 through June 30, 2025.

Fiscal Impact:

There is no fiscal impact born upon the County through this statement of work. The costs incurred throughout the scope of work are reimbursed by water users in the County’s service area via the administration of the County’s State Water Project contract by the Tulare Lake Basin Water Storage District. The cost for services in FY 2024-25 will range between \$3,493 and \$4,366 depending on how many other State Water Project contractors sign on to the agreement and statement of work. Fewer signatories will cause the price to be higher than if 100% of contractors signed on.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

I hereby certify that the above order was passed and adopted
on _____, 2024.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

SCOPE OF WORK FOR ERNST AND YOUNG TO AUDIT ACCOUNTING RECORDS OF CALIFORNIA DEPARTMENT OF WATER RESOURCES REGARDING KINGS COUNTY'S STATE WATER CONTRACT

June 25, 2024

Page 2 of 2

BACKGROUND:

The County and many other State Water Project contractors have contracted with Ernst and Young to audit the California Department of Water Resources State Water Project records to confirm the charges comply with contractual commitments. This has typically been done through a five-year master agreement approved by the Board, which the Board approved on September 20, 2022 for the term of July 1, 2022 through June 30, 2027. Each year of the five-year term, Ernst and Young provide a statement of work and expected charges based on the number of contractors participating in the shared cost arrangement. If all the agencies who are presently participating in the services rendered by Ernst and Young enter into agreements with them, the maximum fees for services to Kings County will not exceed \$3,493 for the 12-month audit period ending June 30, 2025, as shown in Exhibit A of the statement of work. However, if all the agencies presently participating do not enter into agreements with Ernst and Young for services during the twelve-month period ending June 30, 2025, the maximum fees to Kings County will vary between \$3,493 to \$4,366, assuming 80% of agencies participate. Services under Exhibit A include auditing records related to Statement of Charges, Delta Water Charges, Alpha Allocation Cycles, Transportation Minimum and Capital Direct and Indirect Analysis, System Power Cost – Variable Transportation, and Rate Management Calculation Including Revenue and Cost Data. Once these items in Exhibit A are completed and if there is still time left over from the 3,000-hour budget, the following State Water Project records will be audited: Debt Service Procedures and Reconciliation between PR5 and the cost allocation billing system.

In addition to maximum fees under Exhibit A, maximum fees under Exhibit B will not exceed \$281 for Kings County. Exhibit B covers “Other Consulting Services”, which could involve any item of particular interest revealed during the audit (services under Exhibit A) which the contractors determine is worth pursuing in further depth. Determination of additional services are authorized by the State Water Contractors (SWC, Inc.) Independent Audit Association (IAA), which is an advocacy agency that various State Water Project contractors are members of – including Kings County. Whatever amounts are charged to the County are subsequently reimbursed by the water users in the County’s service area which use the State Water Project water.

The statement of work has been reviewed and approved by County Counsel as to form.



Ernst & Young LLP
Suite 300
731 K Street
Sacramento, CA 95814

Tel: +1 916 218 1900
ey.com

June 7, 2024

Ms. Kyria Martinez
County of Kings
Kings County Government Center
1400 West Lacey Boulevard
Hanford, California 93230

Dear Ms. Martinez:

In coordination with the Independent Audit Association (IAA), we have developed the Statement of Work (SOW) for the work to be performed related to the 2025 Statement of Charges. This SOW is pursuant to the Master Services Agreement (MSA) by and between EY and County of Kings dated July 1, 2022, which describes the annual approval process of each SOW performed under the MSA.

Please return the signed SOW to EY via mail at 731 K Street, Suite 300, Sacramento, CA 95814 (Attn. Scott Enos) or email to scott.enos@ey.com. We have also enclosed a copy of the support letter from Chantal Ouellet, IAA Secretary, recommending the approval of the SOW by County of Kings.

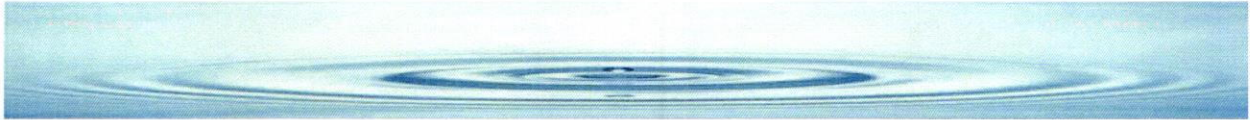
If you have any questions about the enclosed SOW, please feel free to call me at (916) 218-1958.

Very truly yours,

A handwritten signature in black ink that reads 'Scott Enos'.

Scott Enos
Managing Director

Enclosures



MEMORANDUM

Date: June 5, 2024
To: Members of the Independent Audit Association (IAA)
From: Chantal Ouellet, IAA Secretary
Subject: Ernst and Young State Water Project Professional Services Contract related to the 2025 Statement of Charges - Recommended Approval and Execution

Enclosed is the Statement of Work (SOW) related to the 2025 Statement of Charges which includes the State Water Project procedures to be performed in relation to the Department of Water Resources' (DWR) Statement of Charges.

The Exhibit B budget limit is only billed by Ernst and Young if additional work is reviewed and approved by the IAA and remains at \$50,000. Exhibit C allows individual IAA Members to request Ernst and Young to undertake additional services beyond those included in Exhibit A of the SOW.

The IAA team has reviewed Ernst and Young's proposed procedures and recommends that IAA Members approve and execute the SOW related to the 2025 Statement of Charges period. If you have any questions, please contact me at (559) 992-4127 or couellet@tlbwsd.com.

Sincerely,

A handwritten signature in black ink that reads "Chantal Ouellet".

Chantal Ouellet, CMA
Tulare Lake Basin Water Storage District

CC: Scott Enos, EY



Ernst & Young LLP
Suite 300
731 K Street
Sacramento, CA 95814

Tel: +1 916 218 1900
ey.com

Statement of Work

This Statement of Work, dated June 7, 2024 (this “SOW”) is made by Ernst & Young LLP (“we” or “EY”) and County of Kings on behalf of itself (“you” or “Client”) and on behalf of the State Water Contractors, pursuant to the Agreement, dated July 1, 2022 (the “Agreement”), between EY and County of Kings (“Agency”).

The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW and not to Services covered by any other SOW pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings defined in the Agreement, including references in the Agreement to “you” or “Client” shall be deemed references to you.

Scope of services

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. This SOW sets forth the terms and conditions on which EY will perform certain professional services as described in Exhibit A (the “Services”) for Agency, a member of the State Water Contractors (the “Contractors” or “SWC”) Independent Audit Association (the “IAA”), for the twelve months ending June 30, 2025.

Any changes to the above scope of work will be agreed upon in writing and signed by both parties and will amend this original SOW.

The Services are advisory in nature and will not constitute an audit performed in accordance with Generally Accepted Accounting Principles. EY will perform the Services in accordance with the Statement of Standards for Consulting Services (CS100) of the American Institute for Certified Public Accountants (AICPA). As part of your review of the terms of this Agreement, please refer to the enclosed letter from Chantal Ouellet of the IAA Audit Contract Negotiating Committee.

Your specific obligations

You acknowledge that the Services are sufficient for your purposes.

You will not, and you will not permit others to, quote or refer to the Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws (Securities Laws) are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 6, your obligations under paragraphs 11 and 12, and your representation, as of the date hereof, under paragraph 26 thereof.

Limitations on scope

EY will not: render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants; provide any legal opinion or legal advice; perform ongoing internal control monitoring activities or other control activities that affect the execution of transactions or confirm that transactions are properly executed and/or accounted for; perform routine activities in connection with Client's financial processes that are equivalent to those of an ongoing compliance or quality control function; determine which, if any, recommendations for improving internal control should be implemented; act on Client's behalf in reporting to Client's Board of Directors or Audit Committee, authorize, executive or consummate transactions or otherwise exercise authority on Client's behalf; prepare source documents on transactions.

Specific additional terms and conditions

The Services are advisory in nature. Client shall assign a qualified person to oversee the Services. Client is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for its purposes. EY will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. None of the Services or any Reports will constitute any legal opinion or advice. We will not conduct a review to detect fraud or illegal acts, nor will we test compliance with the laws or regulations of any jurisdiction.

Notwithstanding anything to the contrary in the Agreement or this SOW, EY does not assume any responsibility for any third-party products, programs or services selected by Client, their performance or compliance with Client's specifications or otherwise.

EY will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by Client solely on information provided by Client vendors, directly or through Client. EY is not responsible for the completeness or accuracy of any such information or for confirming any of it.

Notwithstanding the restrictions on disclosure set forth in the Agreement, Client may disclose EY's Reports prepared pursuant to this SOW to the Department of Water Resources (the "Department"), to the extent such Reports are (i) used only for the Client's benefit and not to be relied upon for the third party's own use and/or benefit; (ii) such third parties have agreed not to further disclose such Reports or any portion thereof to any other person or entity without EY's written consent and not to make any claims against EY arising out of or in connection with the Reports; and (iii) Client agrees to indemnify EY against third party claims.

Where our written consent under the Agreement is required for you to disclose to a third party any of our Reports (other than Tax Advice), we will also require that third party to execute a letter substantially in the form of Exhibit D to this SOW. To the extent the Agency is permitted to disclose any written Report as set forth herein, it shall disclose such Report only in the original, complete and unaltered form provided by EY, with all restrictive legends and other agreements intact.



Unless prohibited by applicable law, we may provide Client information to other EY firms, EY Persons and external third parties, who may collect, use, transfer, store or otherwise process such information in various jurisdictions in which they operate in order to provide support services to any EY Firm and/or assist in the performance of the Services.

After the Services under this SOW have been completed, we may disclose or present to prospective clients, or otherwise in our marketing materials, that we have performed the Services for you, and we may use your name solely for that purpose, in accordance with applicable professional obligations. In addition, we may use your name, trademark, service mark and logo as reasonably necessary to perform the Services and in correspondence, including proposals, from us to you.

Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services (“USCIS”) to confirm that EY employees on certain visas are, in fact, EY employees and not employees of the Client or other clients of EY. This will include providing certain information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this SOW, including the Client’s identity and location, as well as a redacted copy of this SOW. Upon providing this information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on the Client’s premises. EY and the Client will work together to develop an appropriate notice as required. The Client acknowledges that EY resources will be operating at all times as an employee of and under the direction and control of Ernst & Young U.S. LLP’s management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by Ernst & Young U.S. LLP. The Client will not have the right to control EY resources. At all times, EY resources will receive direction from an EY manager while on-site at the Client premises.

You shall not, while we are performing the Services hereunder and for a period of 12 months after they are completed, solicit for employment, or hire, any EY personnel involved in the performance of the Services, provided, that you may generally advertise available positions and hire EY personnel who either respond to such advertisements or who come to you on their own initiative without direct or indirect encouragement from you.

The Agency shall, among other responsibilities with respect to the Services, (i) make all management decisions and perform all management functions, including applying independent business judgment to EY work products, making implementation decisions and determining further courses of action in connection with any Services; (ii) assign a competent employee within senior management to make all management decisions with respect to the Services, oversee the Services and evaluate their adequacy and results; and (iii) accept responsibility for the implementation of the results or recommendations contained in the Reports or otherwise in connection with the Services. The Agency hereby confirms that management of the Agency accepts responsibility for the sufficiency of the Services. In performing the Services neither EY nor EY’s partners or employees will act as an employee of the Agency.



The Agency represents and warrants to EY that the Agency's execution and delivery of this Agreement has been authorized by all requisite corporate or other applicable entity action and the person signing this Agreement is expressly authorized to execute it on behalf of, and to bind, the Agency.

The performance of the Services and the parties' obligations in connection therewith are subject to the additional terms and conditions set forth in the Agreement.

It is understood that the Agency is not bound by our findings in any controversy or disagreement between the Agency and the Department should the Agency disagree with our findings.

We would also request that, if any IAA member discovers discrepancies in billings or other financial statements relative to their State Water Project costs, in addition to your working with the Department to correct the error, please notify EY for potential future inclusion as part of their procedures related to all IAA members.

Fees and billing

The General Terms and Conditions of the Agreement address our fees and expenses generally.

The total fees for these Services to be rendered to the Agency, as well as an allocation of the total fees for each member Agency of the IAA, appear in Exhibits A and B attached (no procedures or fees have been allocated to Exhibit B in this contract). Our total fees pursuant to Exhibit A to be charged to all members of the IAA entering into agreements with us shall not exceed \$622,000 for the twelve months ending June 30, 2025. This agreement will not be effective unless, in addition to the Agency, a sufficient number of other IAA agencies enter into agreements with us for such Services whose combined allocated fee would represent not less than 80% of \$622,000 based on the 100% participation fee allocation (see column 2 at A-4). If all agencies who are presently participating in the Services rendered by our firm enter into agreements with us for this twelve-month period, the maximum fees for our Services to your Agency will not exceed \$3,493 for Exhibit A. However, if not all of the participating agencies enter into agreements with us for services during the twelve-month period ending June 30, 2025, the maximum fees to your Agency will vary between the above-mentioned amount and \$4,366, which represents the maximum fees should sufficient agencies enter into agreements with us with a combined allocated fee of not less than 80%, as stated above.

In addition to the maximum fees under Exhibit A, maximum fees under Exhibit B shall not exceed a total of \$50,000 or \$281 for the Agency unless agreed to by the IAA. As noted above, no procedures have been allocated to Exhibit B. Prior to any expenditures under Exhibit B, said work must be specifically requested in writing in advance of any work being performed. Areas of potential focus for Exhibit B projects could include procedures agreed to by EY and the IAA in advance related to one or more of the items identified in Exhibit A. In prior years Exhibit B special projects have included projects such as assessing implementation and billing issues relating to the new SAP-based Cost Allocation and Repayment Analysis System (CARA), and studies to evaluate a pay-as-you-go system for funding conservation related operating costs incurred by the Department.



We have also included Exhibit C as part of this contract, which provides the opportunity for individual Contractors to enter into separate agreements for additional services with EY. There are currently no fees related to Exhibit C included herein.

Any presentations requested at individual Contractor locations will be negotiated with the individual Contractor under Exhibit C and will be paid for by that Contractor.

Invoices for time and expenses will be billed monthly and are due upon receipt.



In witness whereof, the parties have executed this SOW as of the date set forth above.

County of Kings

Ernst & Young, LLP

Representative

Representative

Signature

Scott Enos

Signature

Printed Name

Scott Enos

Printed Name

Title

Authorized Signatory

Title

Address

Ernst & Young LLP
731 K Street, Suite 300
Sacramento, CA 95814

Address

Date

June 7, 2024

Date

EXHIBIT A

I. SCOPE OF ENGAGEMENT

A-1 EY will work with the IAA, the SWC Audit/Finance Committee, and any subcommittees thereof, and the Department during the twelve months ending June 30, 2025, relating to matters currently being discussed between the SWC and the Department.

EY's Services to be rendered as described in this Exhibit shall be determined by the IAA at its discretion. These Services shall include:

1. Completion of the procedures related to the 2025 Statement of Charges as outlined further below.
2. Participation in all meetings of the SWC Audit/Finance Committee, which is a basic forum for communications between the State Water Project Contractors and the Department's staff on financial and accounting matters.
3. Cooperation with any subcommittees of the IAA assigned to study and resolve specific problem areas, such as the dispute resolution work group.
4. Review of reports and other documents prepared by the Department and disseminated at these meetings.
5. Provide an annual report setting forth the findings and recommendations related to our Services.

Report definitions

The assessment of risk of future occurrence, included in the findings summary tables in the report, provides the IAA with a meaningful measurement of the likelihood of similar findings in subsequent years if this issue is not addressed by the appropriate parties. This assessment of risk of future occurrence is based on knowledge obtained during discussions with the Department personnel and performance of procedures under this Exhibit A. Below are the definitions used in the report of findings and recommendations for the twelve months ending June 30, 2025, and we concur with these definitions.

Risk of Future Occurrence:

- A. High – it is highly likely (or probable) that the error or process failure will be repeated
- B. Medium – it is more likely than not that the error or process failure will be repeated
- C. Low – it is possible that the error or process failure will be repeated

During the twelve months ending June 30, 2025, the Services will include the following procedures.

Procedures Related to the 2025 Statement of Charges

The procedures for the fiscal year ended June 30, 2025, were designed using estimated budgeted hours of 3,000. We will perform all procedures included in items 1-6 below. We will perform the procedures in items 7-8 if time permits. As a part of these procedures, we will regularly meet with the IAA to discuss the progress under this engagement. We will also submit the Report to each Agency setting forth the findings, observations, and recommendations related to our Services.

The following items represent the risks, risk factors, and procedures requested and determined by the IAA for the Contractors to be performed for the 2025 Statement of Charges (SOC) engagement:

Primary Procedures (Items 1-6)

1. Statement of Charges

Risk:

- Incorrect amounts billed to contractors for each component by the Department.

Risk Factors:

- Manual adjustments made to data to arrive at amounts billed. Manual processes create opportunities for errors.
- A new cost allocation billing system was implemented in the prior year. New processes create opportunities for errors.
- High importance of accurate contractor bills.
- Actual costs reported in the bills can be misstated.

Areas of Focus:

- Determine that all SOC amounts are internally consistent and agree to the Bulletin 132 for the contractors selected for testing (to be provided by IAA).
- Agree debt service amounts in the SOC attachments to the appropriate debt service schedule.
- Comparison of the current year SOC attachments to the prior year SOC attachments.
- Assessment of manual adjustments.
- Assess the actual costs charged to various areas of the project.
- Assess the factors for distributing reach capital and minimum costs among the contractors.

2. Delta Water Charge

Risk:

- Incorrect amounts charged to contractors for conservation based on actual and estimated costs.

Risk Factors:

- Calculation of delta water charge has manual aspects to the process.
- Tracking of Oroville Spillway costs and reimbursement and segregation between response and recovery costs is a manual process.
- A new cost allocation billing system was implemented in the prior year. New processes create opportunities for errors.
- Potential for high dollar impact (\$424 million in delta water charges in 2022 per Table B-21).

Areas of Focus:

- Recalculate the delta water charge used in the SOC.
- For prior year actual costs included in the calculation, compare costs in the cost allocation and billing system at the delta water charge cost center group level to the delta water charge calculation and investigate variances.
- Obtain an understanding of future estimates included in the calculation and perform appropriate procedures to assess such estimates.
- Assess the Hyatt-Thermalito credit to the delta water charge.

3. Alpha Allocation Cycles

Risk:

- Incorrect contractor charged and/or incorrect allocation of costs between contractors.

Risk Factors:

- The F-series and S-series alpha allocation cycles update performed on an annual basis has manual aspects. Manual processes create opportunities for errors.
- A new cost allocation billing system was implemented in the prior year. New processes create opportunities for errors.
- Potential for errors in determining work performed that falls under direct to reach, field division, and state-wide allocations.
- Potential for high dollar impact (\$443 million allocated by alpha allocation cycles in 2022).

Areas of Focus:

- Examine all cost centers from the system to determine which cost centers represent alpha cost centers.
- Select alpha cost centers with the largest total annual costs.
- Review costs being posted to selected alpha cost centers based on activities charged to the alpha cost center through examination of invoices posted and discussions with the project managers, as necessary.
- Review the F-series and S-series updates performed by the Department.
- Review new alphas created or modified in the current year by the Department.

4. Transportation Minimum and Capital Direct and Indirect Analysis

Risk:

- Incorrect amounts billed to contractors for the transportation minimum and capital component by the Department.

Risk Factors:

- Direct and indirect costs may be allocated incorrectly through corresponding reaches.
- Judgment involved in selecting internal orders and work breakdown structures for billing to the contractors create opportunities for incorrect allocations.
- A new cost allocation billing system was implemented in the prior year. New processes create opportunities for errors.
- Project manager's and employee's lack of understanding of importance of accurate time charging to correct internal orders and work breakdown structures create opportunities for incorrect allocations.

Areas of Focus:

- Obtain a listing of internal orders associated with costs for selected reaches and group like internal orders to perform a fluctuation analysis to the prior year.
- Assess a sample of internal orders with the largest increase in costs from group like internal orders for direct and indirect costs allocations.
- Obtain supporting documentation to assess the work was performed for the selected reaches.

5. System Power Costs – Variable Transportation

Risk:

- Incorrect contractor charged and/or incorrect allocation of costs between contractors.

Risk Factors:

- Calculation of the allocation factors has manual aspects. Manual processes create opportunities for errors.
- A new cost allocation billing system was implemented in the prior year. New processes create opportunities for errors.
- Estimated Table 2 projected costs (invoicing rate) may not reflect actual costs incurred.
- Potential for high dollar impact (\$146 million net system power costs in 2022 per Table B-3).

Areas of Focus:

- Vouch power costs and power revenues from the system and assess the classification of costs.
- Reconcile the Preliminary Allocation of Power Costs (PALPOC) to the system. Recalculate appropriate inputs to the PALPOC (e.g., value of recovery generation credits, direct-to-plant transmission, etc.).
- Recalculate the calendar year power allocation factors used in the system to allocate net power costs.
- Recalculate the billed amounts for the transportation variable cost components for the contractors selected (to be provided by the IAA).

6. Rate Management Calculation Including Revenue and Cost Data

Risk:

- Rate management credits are improperly allocated among the contractors.
- Rate management credits are improperly calculated based on the revenue and expenditure data in the rate management credits calculation prepared by the Department.

Risk Factors:

- Calculation of rate management credits has manual aspects to the process.
- A new cost allocation billing system was implemented in the prior year. New processes create opportunities for errors.
- Lack of review and approval process for the rate management credit calculation.
- Outdated information used to calculate credits due to the contractors.

Areas of Focus:

- Obtain the rate management allocation schedule used for the SOC and review the allocation methodology for sample selected.
- Obtain the most recent rate management credits calculation and assess a sample of the largest balances.
- Perform a review of revenues including systems revenue and 51e (amount in excess of rate management credits).
- Perform a review of revenues and related cash funds.
- Assess changes to the calculation as a result of the cost/debt reconciliation project.

Other Procedures (Items 7-8)

These procedures will only be performed as time permits after completion of items 1-6 above and consideration of the estimated 3,000 hour time budget.

7. Debt Service Procedures

Risk:

- Incorrect bond debt service charged to the contractors.

Risk Factors:

- Water System Revenue Bond (WSRB) Surcharge calculation has manual aspects. Manual processes create opportunities for errors.
- A new cost allocation billing system was implemented in the prior year. New processes create opportunities for errors.
- Debt service not subsequently adjusted to provide the benefits of any refinancing to the contractors.
- Cost/debt reconciliation project ongoing adjustments to the calculation creates opportunities for errors.
- WSRB Surcharge currently does not reflect the results of the cost/debt reconciliation project.

Areas of Focus:

- Reconcile any new bond offerings to the debt service schedules.
- Determine whether refinanced bonds were credited to the debt service schedules to provide the benefits of such refinancing to the contractors (direct billed debt service and WSRB Surcharge).
- Assess changes made to the cost/debt reconciliation project from previous versions.

8. Reconciliation between PR5 and the coast allocation billing system

Risk:

- Costs and revenues are not accurately billed to the contractors based on inconsistencies between systems.

Risk Factors:

- Costs and revenues do not accurately match between both systems.
- Manual process of moving costs between systems create opportunities for errors.
- Potential for movement of costs and revenues outside the SWRDS funds used for the state water project.

Areas of Focus:

- Gain an understanding of the reconciliation process performed by the Department.
- Reconcile all SWRDS PR5 costs and revenues included in the bond fund (0502), the construction fund (0506), and the revenue fund (0507) to the cost allocation and billing system.
- Identify, document, and investigate variances between the two systems.

II. FEES FOR EY SERVICES

- A-2. Total fees for Exhibit A services performed by EY will not exceed \$622,000, including reasonable and necessary out-of-pocket expenses, which represent an estimated 3,000 hours to be incurred.

III. ALLOCATION OF FEES

- A-3. The maximum aggregate fee set forth in paragraph A-2 shall be apportioned among the agencies named in paragraph A-4 based on a basis consistent with prior years.

IV. MAXIMUM AGGREGATE FEE FOR EACH AGENCY

A-4. The portion of the maximum aggregate fee set forth in paragraph A-2 applicable to each Agency in conformity with the methodology set forth in paragraph A-3 is shown below:

Agency	Maximum fee for each Agency, provided all agencies listed below enter into agreements with EY	Maximum fee for each Agency, provided 80% of agencies listed below enter into agreements with EY	Percent of total
Alameda County Flood Control and Water Conservation District, Zone No. 7	\$ 30,264	\$ 37,830	4.9%
Alameda County Water District	15,767	19,709	2.5
Antelope Valley-East Kern Water Agency	54,375	67,969	8.7
Casitas Municipal Water District	7,508	9,385	1.2
Central Coast Water Authority	17,076	21,345	2.7
City of Yuba City	3,604	4,505	0.6
Coachella Valley Water District	51,937	64,921	8.3
County of Kings	3,493	4,366	0.6
Crestline-Lake Arrowhead Water Agency	2,177	2,721	0.3
Desert Water Agency	20,929	26,161	3.4
Dudley Ridge Water District	17,025	21,281	2.7
Empire West Side Irrigation District	1,126	1,408	0.2
Kern County Water Agency	155,500	194,375	25.0
Littlerock Creek Irrigation District	863	1,079	0.1
Mojave Water Agency	32,210	40,263	5.2
Napa County Flood Control and Water Conservation District	10,896	13,620	1.8
Palmdale Water District	7,996	9,995	1.3
San Bernardino Valley Municipal Water District	38,517	48,146	6.2
San Gabriel Valley Municipal Water District	10,812	13,515	1.7
San Geronio Pass Water Agency	6,495	8,119	1.0
San Luis Obispo County Flood Control and Water Conservation District	9,385	11,731	1.5
Santa Clara Valley Water District	37,541	46,926	6.0
Santa Clarita Valley Water Agency	35,739	44,674	5.7
Solano County Water Agency	17,928	22,410	2.9
Tulare Lake Basin Water Storage District	<u>32,837</u>	41,046	<u>5.3</u>
Total	<u>\$ 622,000</u>		<u>100.0%</u>

V. PAYMENT SCHEDULE

This is the payment schedule for the Agency.

<u>August 9, 2024 Billing</u>	<u>September 10, 2024 Billing</u>	<u>October 10, 2024 Billing</u>	<u>November 8, 2024 Billing</u>	<u>December 10, 2024 Billing</u>	<u>Total Billing</u>
\$1,046	\$699	\$699	\$699	\$350	\$3,493

EXHIBIT B**I. OTHER CONSULTING SERVICES**

EY shall, during the twelve months ending June 30, 2025, perform other services if requested by the IAA. No such work shall be performed unless specifically authorized by the IAA in writing. Areas of potential focus for Exhibit B projects could include in depth procedures agreed to by EY and the IAA in advance related to one or more of the items identified in Exhibit A.

Total fees for such other consulting services shall 1) be agreed to prior to commencement of work, 2) be allocated among the agencies based on the same procedures included in the Exhibit A allocation, and 3) shall not exceed \$50,000, which represents an estimated 241 hours to be incurred, unless agreed to by the IAA, for the year ended June 30, 2025. Any part of the \$50,000 which is unused shall not be billed.

Agency	Maximum fee for each Agency, provided all Agencies listed below enter into agreements with EY	Percent of total
Alameda County Flood Control and Water Conservation District, Zone No.7	\$ 2,432	4.9%
Alameda County Water District	1,267	2.5
Antelope Valley-East Kern Water Agency	4,371	8.7
Casitas Municipal Water District	604	1.2
Central Coast Water Authority	1,373	2.7
City of Yuba City	290	0.6
Coachella Valley Water District	4,175	8.3
County of Kings	281	0.6
Crestline-Lake Arrowhead Water Agency	175	0.3
Desert Water Agency	1,682	3.4
Dudley Ridge Water District	1,369	2.7
Empire West Side Irrigation District	91	0.2
Kern County Water Agency	12,500	25.0
Littlerock Creek Irrigation District	69	0.1
Mojave Water Agency	2,589	5.2
Napa County Flood Control and Water Conservation District	876	1.8
Palmdale Water District	643	1.3
San Bernardino Valley Municipal Water District	3,096	6.2
San Gabriel Valley Municipal Water District	869	1.7
San Geronio Pass Water Agency	522	1.0
San Luis Obispo County Flood Control and Water Conservation District	754	1.5
Santa Clara Valley Water District	3,018	6.0
Santa Clarita Valley Water Agency	2,873	5.7
Solano County Water Agency	1,441	2.9
Tulare Lake Basin Water Storage District	<u>2,640</u>	<u>5.3</u>
Total	<u>\$ 50,000</u>	<u>100.0%</u>

EXHIBIT C**I. INDIVIDUAL CONTRACTOR AGREEMENTS**

EY may, during the twelve months ending June 30, 2025, perform other consulting services as requested by individual Contractors. These services will be performed and billed separately from the services outlined in Exhibits A and B.

The terms and conditions of any procedures performed under Exhibit C, including payment terms, will be outlined in a separate Statement of Work (SOW). These services, which will be agreed to by EY and the requesting Contractor in advance, will be documented in the example SOW attached to herein as Exhibit C-1. An Exhibit C-1 statement of work will be made available to any Contractor upon request. All other provisions of the Contractor's signed contract with EY for the twelve months ending June 30, 2025, will continue to be in effect.

Total fees for such other consulting services shall be agreed to with the individual Contractor prior to commencement of work. The fees for services provided under Exhibit C will be outside of those referenced in Exhibits A and B, and will be paid for directly by the requesting Contractor.

EXHIBIT C-1

Statement of Work

This Statement of Work with the attached Exhibit, dated June 7, 2024 (this “SOW”) is made by Ernst & Young LLP (“we” or “EY”) and County of Kings on behalf of itself (“you” or “Client”), pursuant to the Agreement, dated July 1, 2022 (the “Agreement”), between EY and County of Kings (“Agency”).

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW and not to Services covered by any other SOW pursuant to the Agreement by and between EY and the Agency dated July 1, 2022. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings defined in the Agreement, including references in the Agreement to “you” or “Client” shall be deemed references to you.

Scope of services

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. This SOW sets forth the terms and conditions on which EY will perform certain professional services as described [INSERT DEFINITION OF SERVICES] (the “Services”) for Agency, a member of the State Water Contractors (the “Contractors” or “SWC”) Independent Audit Association (the “IAA”), for the twelve months ending June 30, 2025.

Any changes to the above scope of work will be agreed upon in writing and signed by both parties and will amend this original SOW.

The Services are advisory in nature and will not constitute an audit performed in accordance with Generally Accepted Accounting Principles. EY will perform the Services in accordance with the Statement of Standards for Consulting Services (CS100) of the American Institute for Certified Public Accountants (AICPA).

Your specific obligations

You acknowledge that the Services are sufficient for your purposes.

You will not, and you will not permit others to, quote or refer to the Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws (Securities Laws) are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 6, your obligations under paragraphs 11 and 12, and your representation, as of the date hereof, under paragraph 26 thereof.

Limitations on scope

EY will not: render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants; provide any legal opinion or legal advice; perform ongoing internal control monitoring activities or other control activities that affect the execution of transactions or confirm that transactions are properly executed and/or accounted for; perform routine activities in connection with Client's financial processes that are equivalent to those of an ongoing compliance or quality control function; determine which, if any, recommendations for improving internal control should be implemented; act on Client's behalf in reporting to Client's Board of Directors or Audit Committee, authorize, executive or consummate transactions or otherwise exercise authority on Client's behalf; prepare source documents on transactions.

Specific additional terms and conditions

The Services are advisory in nature. EY will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. None of the Services or any Reports will constitute any legal opinion or advice. We will not conduct a review to detect fraud or illegal acts, nor will we test compliance with the laws or regulations of any jurisdiction.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by you solely on information provided by your vendors, directly or through you. We are not responsible for the completeness or accuracy of any such information or for confirming any of it.

Notwithstanding the restrictions on disclosure set forth in the Agreement, Client may disclose EY's Reports prepared pursuant to this SOW to the Department of Water Resources (the "Department"), to the extent such Reports are (i) used only for the Client's benefit and not to be relied upon for the third party's own use and/or benefit; (ii) such third parties have agreed not to further disclose such Reports or any portion thereof to any other person or entity without EY's written consent and not to make any claims against EY arising out of or in connection with the Reports; and (iii) Client agrees to indemnify EY against third party claims.

Where our written consent under the Agreement is required for you to disclose to a third party any of our Reports (other than Tax Advice), we will also require that third party to execute a letter substantially in the form of Exhibit D to the Agreement. To the extent the Agency is permitted to disclose any written Report as set forth herein, it shall disclose such Report only in the original, complete and unaltered form provided by EY, with all restrictive legends and other agreements intact.

Unless prohibited by applicable law, we may provide Client Information to other EY firms, EY Persons and external third parties, who may collect, use, transfer, store or otherwise process such information in various jurisdictions in which they operate in order to provide support services to any EY Firm and/or assist in the performance of the Services.

After the Services under this SOW have been completed, we may disclose or present to prospective clients, or otherwise in our marketing materials, that we have performed the Services for you, and we may use your name solely for that purpose, in accordance with applicable professional obligations. In addition, we may use your name, trademark, service mark and logo as reasonably necessary to perform the Services and in correspondence, including proposals, from us to you.

Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services ("USCIS") to confirm that EY employees on certain visas are, in fact, EY employees and not employees of the Client or other clients of EY. This will include providing certain information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this SOW, including the Client's identity and location, as well as a redacted copy of this SOW. Upon providing this information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on the Client's premises. EY and the Client will work together to develop an appropriate notice as required. The Client acknowledges that EY resources will be operating at all times as an employee of and under the direction and control of Ernst & Young U.S. LLP's management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by Ernst & Young U.S. LLP. The Client will not have the right to control EY resources. At all times, EY resources will receive direction from an EY manager while on-site at the Client premises.

You shall not, while we are performing the Services hereunder and for a period of 12 months after they are completed, solicit for employment, or hire, any EY personnel involved in the performance of the Services, provided, that you may generally advertise available positions and hire EY personnel who either respond to such advertisements or who come to you on their own initiative without direct or indirect encouragement from you.

The Agency shall, among other responsibilities with respect to the Services, (i) make all management decisions and perform all management functions, including applying independent business judgment to EY work products, making implementation decisions and determining further courses of action in connection with any Services; (ii) assign a competent employee within senior management to make all management decisions with respect to the Services, oversee the Services and evaluate their adequacy and results; and (iii) accept responsibility for the implementation of the results or recommendations contained in the Reports or otherwise in connection with the Services. The Agency hereby confirms that management of the Agency accepts responsibility for the sufficiency of the Services. In performing the Services neither EY nor EY's partners or employees will act as an employee of the Agency.

The Agency represents and warrants to EY that the Agency's execution and delivery of this Agreement has been authorized by all requisite corporate or other applicable entity action and the person signing this Agreement is expressly authorized to execute it on behalf of, and to bind, the Agency.

The performance of the Services and the parties' obligations in connection therewith are subject to the additional terms and conditions set forth in the Agreement.

It is understood that the Agency is not bound by our findings in any controversy or disagreement between the Agency and the Department of Water Resources should the Agency disagree with our findings.

We would also request that, if any IAA member discovers discrepancies in billings or other financial statements relative to their State Water Project costs, in addition to your working with the Department to correct the error, please notify EY for potential future inclusion as part of their procedures related to all IAA members.

Project deliverables

The matrix below lists the specific deliverables and related timelines that EY will provide to **(insert Contractor)**.

Deliverable	Timeline	Comments

Additional responsibilities

EY will provide **(insert Contractor)** with a timeline/schedule related to all project deliverables prior to the start of work on the project.

EY will notify **(insert Contractor)** in writing of any incremental changes to the original project estimate.

Production of all elements described in the “Project deliverables” section of this SOW is to be included in the cost breakdown under the “Pricing and payment terms” section below, agreed upon by **(insert Contractor)** and EY for this project.

Fees and billing

Below is a summary of the current cost estimates for this SOW. Due to the complexities and variable nature of this project, actual costs could vary from these estimates. In the event costs are expected to exceed the estimate, EY will contact **(insert Contractor)** before performing any additional work.

Out-of-pocket expenses incurred during this contract are not included in the above SOW estimated cost. Expenses include such items as travel, meals, accommodations, and other administrative expenses based on actual amounts incurred.

Invoices for time and expenses will be billed monthly and are due upon receipt.

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the day and year written below.

County of Kings

Ernst & Young, LLP

Representative

Representative

Signature

Signature

Printed Name

Printed Name

Title

Title

Address

Address

Date

Date

EXHIBIT D**FORM OF ACCESS LETTER**

[Letterhead of EY]

[Addressee (e.g., third party seeking access to EY Report)]
[Street Address]
[City, State Zip]

[Month XX, 20XX]

Dear []:

[Client] (the “Client”) has informed Ernst & Young LLP (“EY”) that it wishes to disclose to [party seeking access] (the “Recipient”) EY’s [describe report(s)] , dated [] , relating to [describe subject] (the “Report(s)”). EY has not placed any limitations on the Client’s ability to disclose any contents of the Report relating to the tax aspects or structure of any transaction proposed by the Client.

EY performed services only for the Client. EY did not undertake the services on behalf of, or to serve the needs of, the Recipient or any other third party. As part of such services, EY did not audit the Client’s financial statements.

EY prepared the Report(s) solely for the Client. The Report(s) address[es] only the issues identified by the Client, and [is/are] based solely on information obtained by EY using the procedures specified by the Client or otherwise provided by or on behalf of the Client. The Report(s) [is/are] subject to many limitations and [do/does] not provide any form of assurance with respect to any of the information referred to therein. The Recipient understands and accepts the scope and limitations of the Report(s).

Except (1) where compelled by legal process (of which the Recipient will immediately notify EY and tender to EY, if it so elects, the defense thereof), (2) with respect to any contents of the Report relating to the tax treatment and tax structure of the proposed transaction (including any facts that may be relevant to understanding the proposed tax treatment of the proposed transaction), or (3) with EY’s prior written consent, the Recipient will not, circulate, quote, disclose or distribute any of the Report(s) or any information contained therein, or any summary or abstract thereof, or make any reference thereto or to EY, to anyone other than the Recipient’s directors, officers or employees or legal advisors who, in each case, need to know its contents in order to _____ , and who have agreed to be bound by the terms and conditions of this agreement to the same extent as the Recipient.

The Recipient further agrees that it will not, and will not permit others to, quote or refer to the Report, any portion, summary or abstract thereof, or to EY, in any document filed or distributed in connection with (a) a purchase or sale of securities to which the United States or state securities laws (“Securities Laws”) are applicable or (b) periodic reporting obligations under Securities Laws. The Recipient will not contend that any provisions of Securities Laws could invalidate any provision of this agreement.

In further consideration of EY allowing the Recipient access to the Report(s) and the information contained therein, the Recipient agrees that:

1. It does not acquire any rights against EY, and EY does not assume any duties or obligations to the Recipient or otherwise, as a result of such access.
2. It will not rely on the Report(s) or any portion thereof and will make no claim that it has done so.
3. It will make no claim against EY, its partners, employees or affiliates, or other members of the global Ernst & Young network (collectively, the “EY Parties” that relates in any way to the Report(s), any information contained therein, or the Recipient’s access to the Report(s).
4. To the fullest extent permitted by applicable law, it will indemnify, defend and hold harmless the EY Parties from and against any claim or expense, including reasonable attorneys’ fees, suffered or incurred by any EY Party relating to any breach by the Recipient of any of its representations or agreements contained herein or the use or disclosure of the Report(s) or any portion thereof by anyone who received it directly or indirectly from or at the request of the Recipient.

Very truly yours,

Ernst & Young LLP

Accepted by:

[Addressee]

By: _____