



# 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 Finance – Erik Urena/Rob Knudson  
**SUBJECT:** APPROPRIATION LIMITS FOR FISCAL YEAR 2024-2025  
**SUMMARY:**

**Overview:**

Government Code Section 7910 and Article XIII (B) of the California Constitution require local government entities to annually establish appropriation limits for locally controlled revenues such as property taxes. The limit is increased annually by local population changes and statewide increases in personal income.

**Recommendation:**

**Adopt a resolution establishing the appropriation limits for fiscal year 2024-2025.**

**Fiscal Impact:**

There is no fiscal impact to Kings County since the cost of living and population factors have increased substantially relative to property tax revenue. Taxpayers would receive refunds if the limits are exceeded.

**BACKGROUND:**

On November 6, 1979, voters approved the Gann Spending Limitation (Proposition 4), which established Article XIII (B) of the State Constitution. Article XIII (B) sets limits on the amount of tax revenues the State and most local governments can appropriate within a given fiscal year. The limit only applies to appropriations from proceeds of taxes from both the general fund and special funds of government entities. This limit is to be established annually by each governmental entity in accordance with the constitutional amendments and enabling state legislation. Current appropriation limits are generally based upon actual revenue appropriations during the initial base year of fiscal year 1986-1987 (Per Proposition 111), and adjusted annually thereafter to account for California per capita cost of living increases and year-over-year population growth as published by the California State Department of Finance.

(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

## APPROPRIATION LIMITS FOR FISCAL YEAR 2024-2025

June 25, 2024

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The appropriation limit for fiscal year 2024-2025 is calculated by increasing the prior year limit by 1.0378%, which reflects .015% population and 3.62% personal income growth. Kings County's limit is as follows:

<u>Agency</u>	<u>2024-2025 Limit</u>	<u>Fiscal Year 24-25 Projected Tax Rev.</u>	<u>Below Limit</u>
County:			
General Fund	181,505,788	95,754,000	85,751,788
Road Fund	<u>36,677,812</u>	<u>150,000</u>	<u>36,527,812</u>
Total County	218,183,600	95,904,000	122,279,600
Library District	7,970,069	3,242,000	4,728,069
Fire District	34,175,661	10,301,050	23,874,611
Lighting District	597,733	67,000	530,733

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

\*\*\*\*\*

IN THE MATTER OF ESTABLISHING                      RESOLUTION NO. \_\_\_\_\_  
APPROPRIATIONS LIMITS FOR  
THE 2024/2025 FISCAL YEAR

\_\_\_\_\_ /

WHEREAS, Article XIII B of the Constitution of the State of California imposes government spending limitations; and

WHEREAS, Article XIII B, Section 8(e)(2) of the Constitution of the State of California requires each County to annually select as its change in the cost of living either (a) the percentage change in California per capita personal income or (b) the percentage change in the local assessment roll from the previous year due to the addition of local nonresidential new construction; and

WHEREAS, Section 7901 of the Government Code of the State of California requires each County to annually select the percentage change in population based on:

1. The change in population within its jurisdiction; or
2. The change in population within its jurisdiction combined with the change in population within all contiguous counties; or
3. The change in population within the incorporated portion of the County.

WHEREAS, Section 7910 of the Government Code of the State of California requires that the governing body of each local jurisdiction, by resolution, establish "appropriations limit" each fiscal year; and

WHEREAS, the Finance Director of the County of Kings has calculated the appropriations limit for local jurisdictions for which the Board of Supervisors makes appropriations. Such calculations are based upon the provisions of Article XIII B of the Constitution of the State of California and Division 9 of Title 1 of the California Government Code, commencing with Section 7900.

NOW, THEREFORE BE IT RESOLVED that, for the purpose of establishing the 2024/2025 appropriations limit, the percentage change in California per capita personal income is hereby selected as the change in cost of living under the provisions of Section 8 of Article XIII B of the California Constitution.

BE IT FURTHER RESOLVED that, for the purpose of establishing the 2024/2025 appropriations limit, the percentage change in population within the incorporated portion of the County is hereby chosen as the percentage change in population within the meaning of Government Code Section 7901.

BE IT FURTHER RESOLVED that the appropriations limits be and they are hereby established for the fiscal year 2024/2025 for the following jurisdictions as follows:

County of Kings	\$218,183,600.00
Library District	7,970,069.00
Fire District	34,175,661.00
Kings County Lighting District	597,733.00

The foregoing resolution was adopted upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, at a regular meeting held June 25, 2024 by the following vote:

AYES: Supervisors  
NOES: Supervisors  
ABSENT: Supervisors

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

WITNESS my hand and seal of said Board of Supervisors this 25th day of June, 2024.

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



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 25, 2024

**SUBMITTED BY:** Department of Finance – Erik Urena

**SUBJECT:** SUBRECIPIENT MONITORING POLICY

**SUMMARY:**

**Overview:**

The County of Kings is responsible for monitoring the programmatic and financial activities of award subrecipients to ensure proper stewardship of federal and state funds. The policy, roles, and procedures address responsibilities and assists administrators to ensure that, in addition to achieving performance goals, subrecipients comply with applicable federal laws and regulations, and with the provisions of grant award special conditions.

**Recommendation:**

**Approve the County Subrecipient Monitoring Policy and Procedures to ensure subrecipients comply with applicable federal laws and regulations of grant awards.**

**Fiscal Impact:**

None.

**BACKGROUND:**

The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 Code of Federal Regulations 200) Uniform Guidance, specifically 200.331, requires pass-through entities to evaluate each subrecipient's risk of noncompliance in order to determine the appropriate monitoring level, monitor the activities of subrecipient organizations to ensure that the subaward is in compliance with applicable federal statutes and regulations and terms of the subaward, and verify that subrecipients are audited as required by Subpart F of the Uniform Guidance. The direct recipient of the federal award is required to provide evidence of due diligence in reviewing the ability of a subrecipient to properly meet the objectives of the sub award and account for the use of the grantor's funds. Approval of this policy will address an audit finding that has been re-occurring since the 20-21 Single Audit.

**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.

# **Subrecipient Monitoring Policy and Procedures**

[6/25/2024]

# Subrecipient Monitoring Policy & Procedures

## Policy Statement

The County of Kings (the County) is responsible for monitoring the programmatic and financial activities of award subrecipients to ensure proper stewardship of federal and state funds. The following policy, roles, and procedures address responsibilities and assists administrators to ensure that, in addition to achieving performance goals, subrecipients comply with applicable federal laws and regulations, and with the provisions of grant award special conditions.

## Subrecipient Monitoring Policy

OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Uniform Guidance, specifically 200.331, requires pass-through entities to evaluate each subrecipient's risk of noncompliance in order to determine the appropriate monitoring level, monitor the activities of subrecipient organizations to ensure that the subaward is in compliance with applicable Federal statutes and regulations and terms of the subaward, and verify that subrecipients are audited as required by Subpart F of the Uniform Guidance. The direct recipient of the federal award is required to provide evidence of due diligence in reviewing the ability of a subrecipient to properly meet the objectives of the sub award and account for the use of the grantor's funds.

## Subrecipients vs Contractor

Section 200.1 defines a subrecipient as an entity, usually but not limited to a non-Federal entity that receives a subaward from a passthrough entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. A contractor is an entity that receives a contract, which is a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

§200.331 Subrecipient and contractor determinations.

- (a) Subrecipients. A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:
- 1) Determines who is eligible to receive what Federal assistance;
  - 2) Has its performance measured in relation to whether objectives of a Federal program were met;
  - 3) Has responsibility for programmatic decision-making;
  - 4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
  - 5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

§200.331 Subrecipient and contractor determinations.

- (b) Contractors. A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See the definition

of contract in §200.1. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- 1) Provides the goods and services within normal business operations;
- 2) Provides similar goods or services to many different purchasers;
- 3) Normally operates in a competitive environment;
- 4) Provides goods or services that are ancillary to the operation of the Federal program; and
- 5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

## **Roles and Responsibilities**

County of Kings' Responsibilities
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As a recipient of more than \$750,000 in federal funds per fiscal year, the County must ensure that its subrecipients comply with OMB Uniform Guidance. 2 CFR Part 200. The County's responsibilities include:

1. Evaluating subrecipients' risk of noncompliance with federal statutes, regulations, and terms and conditions of the subaward to determine the appropriate level of subrecipient monitoring.
  2. Ensuring that federal funds are used for authorized purposes in accordance with federal statutes, regulations, and terms and conditions of the subaward.
  3. Reviewing financial and programmatic reports to ensure proper stewardship of sponsor funds.
  4. Conducting ongoing review of activities and overseeing subrecipient benchmark progress to ensure that performance goals are achieved.
  5. Verifying that the subrecipient is audited if required (federal expenditures greater than \$750,000) by audit requirements in the Uniform Guidance.
  6. Issuing management decisions on audit findings related directly to County prime awards, after receipt of the subrecipient's audit report, and ensuring that subrecipients take appropriate and timely corrective action.
  7. Ensuring that every subaward is clearly identified to the subrecipient as a subaward and the subrecipient is aware of their responsibilities under 2 CFR Section 200.332(a).
1. Pre-award – Each County department will designate a grant manager who shall:
1. Determine if the prospective subrecipient is identified as a subrecipient or contractor and the agreement reflect that designation.
  2. Prior to subaward, perform a risk assessment of the subrecipient and identify any additional monitoring requirements and/or special terms and conditions that may be necessary to monitor the subrecipient appropriately. See section "Risk Assessment at Award Stage," below.
  3. Verify the subrecipient has not been debarred or suspended from receiving federal funds prior to issuing the initial subaward and for any subsequent amendments.
  4. For subrecipients deemed to require closer monitoring, impose additional award conditions as needed to ensure compliance with all federal guidelines.
  5. Verify subrecipients, if applicable, are audited as required by the audit requirements of the Uniform Guidance and review the subrecipients' audit reports to assess audit findings.
  6. Follow up and ensure that the subrecipient takes timely and appropriate action on all deficiencies provided to the subrecipient directly related to County prime awards detected through audits, on-site reviews, and other means.
  7. For subrecipients not subject to audit requirements of the Uniform Guidance, request audited financial statements and inquire of any deficiencies noted.



8. Develop and maintain subrecipient monitoring tools and provide training and guidance in interpreting regulations and subrecipient award terms and conditions.
2. Post award – after the County has approved and awarded the grant:
    1. The grant manager shall communicate regularly with subrecipients and review progress and/or programmatic reports or other specified deliverables on a timely basis to ensure that the subaward funds are being used only for the authorized purposes and those performance goals are being achieved. If any issues are noted, the grant manager should investigate, document, and resolve those issues with the subrecipient.
    2. Grant manager should coordinate with their fiscal staff to monitor receipt of progress/programmatic reports and other deliverables for timeliness.
      - a. Review and document the review of financial reports and invoices received from the subrecipient.
      - b. Request that the subrecipient provide clarification of invoiced charges that appear unusual, excessive, or questionable. The grant manager and fiscal staff may request detailed justification to verify that the costs are allowable.
      - c. Review and sign invoices received from the subrecipient to ensure that the subrecipient is in compliance with federal statutes, regulations, and the terms and conditions of the subaward.
      - d. Verify that any indirect costs are charged in compliance with the indirect cost rate specified in the subaward.
      - e. Communicate with County department management regarding any change in expectations of performance of work, payment terms, change in key personnel, reporting requirements, budgeting, deliverables, etc.
    3. Grant manager should perform site visits and review: Internal Controls (2CFR 200.303) – Ensure the subrecipient provides reasonable assurance of subrecipient compliance with federal statutes, regulations, and the terms and conditions of the federal award:
      - a. Subrecipient must return signed acknowledgement of the terms and conditions of the subaward to the prime grantee, if applicable.
      - b. Subrecipient must agree to evaluation and monitoring of their compliance with statutes, regulations, and terms and conditions of the sub award by allowing access to subrecipient records and financial statements, and the performance of on-site reviews of the subrecipient's program operations.
      - c. Subrecipient must take prompt action when instances of noncompliance are identified.
      - d. Subrecipient must take reasonable measures to safeguard sensitive information consistent with applicable federal state, and local laws.
      - e. Subrecipient must participate in programmatic reporting training, when available.
    4. Coordination of subrecipient budget revision requests, process, submission, and grantor approval.
    5. Follow up with subrecipient regarding findings during annual subrecipient site visit and request subrecipient's resolution of site visit findings.
    6. For high-risk sub awards, the following additional steps are required:
      - a. Request additional supporting detail for all financial invoices and expenses in accordance with the sub award terms and conditions.
      - b. Document and retain communications regarding project performance.
      - c. Further action could include: withholding payments, performing additional site visits, termination of the sub award.

#### Risk Assessment at Award Stage

1. Perform a search on SAM.gov to determine if the organization has been debarred or excluded from doing business with the federal government. Print the screen shot of the SAM.gov search for the grant/subrecipient file.
2. Review subrecipient's single audit report and audited financial statements, if applicable. If any adverse audit opinions or audit findings related to significant internal controls are noted, it could indicate a higher risk subrecipient.
3. Consider the amount of the subaward made to the subrecipient. Typically, the following amounts can be used as thresholds of risk.
  - a. Less than \$100,000 = Lower Risk
  - b. More than \$100,000 to \$749,999 = Medium Risk
  - c. Greater than \$750,000 = High Risk
4. Assess the potential subrecipient's experience with federal programs. More experience administering federal programs would decrease the risk whereas less experience would increase risk.
5. Once the level of risk is determined, ensure that the periodic deliverables and benchmarks of the subaward are sufficient to ensure overall compliance with federal requirements. Furthermore, ensure that the level of monitoring meets the level of risk.

#### Process For Closing Out Subawards

An integral part of subrecipient monitoring is the close-out of the subaward at the end of the project period. This is the point at which final determination is made by the grant manager that the subrecipient has fulfilled all their responsibilities under the subaward. In general, a subaward is closed when all deliverables have been met and the final payment has been made.

The grant manager should begin subaward closeout review at least sixty (60) days prior to the conclusion of the subaward period of performance. This will allow adequate time for the grant manager to make any budgetary actions or requests for extensions to the sponsor, if necessary. Generally, subawards should be processed for closeout and formally closed within **sixty (60) days** following the subaward end date. Depending on the prime funding source, closeout may be required sooner.

**Attachment 1**

**Award Stage Risk Assessment for Subrecipient - Checklist**

- \_\_\_\_\_ Performed search of SAM.gov for debarment/exclusion.
  
- \_\_\_\_\_ Reviewed single audit report of subrecipient organization.
  
- \_\_\_\_\_ Reviewed subrecipient single audit recommendations and findings to determine timely and effective resolutions and corrections by subrecipient organization.
  
- \_\_\_\_\_ Issued grant award special conditions to subrecipient and received acknowledgement from the subrecipient of receipt and agreement for compliance to grant special conditions.

Based on my review and subrecipient's past performance, this subrecipient is determined to be

_____	_____	_____
Low Risk	Medium Risk	High Risk
_____	_____	
Grant Manager	Date	

## Attachment 2: Subrecipient Requirements

Requirements of sub-award documentation to be submitted by subrecipient:

1. Copy of signed Subaward Agreement.
2. Signed acknowledgement of receipt of grant award special conditions and agreement to comply with grant award special conditions, if applicable.
3. Financial and progress reports as outlined in the Subaward Agreement.
4. Signed Subrecipient Grant Subaward Information Form
5. At grant closeout, within the time frame defined by the prime grantee:
  - a. Final invoice(s)
  - b. Final Financial Report
  - c. Final Programmatic responses

By signing below, I agree to provide all documents listed above, and additional documentation if needed, to the prime grantee by the date requested by the prime grantee.

\_\_\_\_\_  
Sub-awardee Representative

\_\_\_\_\_  
Date

**Attachment 3: SUBRECIPIENT GRANT SUBAWARD INFORMATION FORM**

**SECTION A: SUBRECIPIENT INFORMATION**

<b>Legal Name:</b>	<b>DUNS # (Dun &amp; Bradstreet):</b>
<b>Organization's Address (Include ZIP Code or other postal code):</b>	<b>Congressional District (if in U.S.):</b>
<b>Performance Site Address (if different from above): Include ZIP Code or other postal code:</b>	<b>Congressional District (if in U.S.):</b>
<b>What is the subrecipient's classification? (Check only if applicable)</b> <input type="checkbox"/> Large Business <input type="checkbox"/> Veteran-Owned <input type="checkbox"/> Small Business <input type="checkbox"/> Government Entity <input type="checkbox"/> Historically Black College I University <input type="checkbox"/> Small Disadvantaged Business <input type="checkbox"/> Tribal <input type="checkbox"/> Historically Underutilized Business Zone <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Volunteer Organization <input type="checkbox"/> Minority Institution/Owned	
<b>Domestic Organizations:</b> Federal Employer Identification Number Registered in CCR? <input type="checkbox"/> Yes <input type="checkbox"/> No      Expiration Date: _____ CAGE Code: (Commercial and Government Entity)	<b>International Organizations:</b> NAIS Code: (North American Industry Classification System) (NCAGE) Code:

**Executive Compensation (complete when collaborating on a U.S. federal project only):**

Yes    No      During the previous fiscal year my organization received eighty percent (80%) or more of its annual gross revenues in federal awards AND twenty-five million dollars (\$25M) or more in annual gross revenues from federal awards.

Yes    No      My organization regularly reports information on the compensation of its senior executives in response to section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986?

**Name of Subrecipient Project Director/PI (Required):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Amount of Funding Requested by Subrecipient: \$** \_\_\_\_\_

**Cost Sharing Provided by Subrecipient (if applicable): \$** \_\_\_\_\_

**SECTION B: SUBRECIPIENT ELIGIBILITY AND CERTIFICATIONS**

**1. Please answer the following questions BEFORE completing the rest of the form.**

Yes    No      Is your organization presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Federal department or Agency?

Yes    No      Is your organization delinquent on repayment of any Federal debt including direct and guaranteed loans and other debt as defined in OMB Circular A-129, "Managing Federal Credit Programs"?

**2. Lobbying (for U.S. federal projects only):**

Yes    No      My organization certifies that no payments have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this proposed project. (If "No," attach explanation.)

## SECTION B: SUBRECIPIENT ELIGIBILITY AND CERTIFICATIONS

### 4. Additional Debarment and Suspension Information (check as applicable):

- Yes  No Is the project director (or any other employee planning to participate in this project) debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities? (If "Yes," attach explanation.)
- Yes  No Is the organization presently indicted for, or otherwise criminally or civilly charged by a government entity? (If "Yes," attach explanation.)
- Yes  No Has the organization within three (3) years preceding this offer had one or more contracts terminated for default by any federal agency? (If "Yes," attach explanation.)

### 5. Audit Status / Fiscal Responsibility:

- Yes  No Does your organization receive an annual audit in accordance with the Uniform Guidance?

If "Yes", please provide a link:

If "No," please indicate why your organization is not subject to Uniform Guidance audit requirements:

- My organization is a non-profit that expended less than \$750,000 in U.S. federal funds during our previous fiscal year.
- My organization is a foreign entity.
- My organization is a for-profit entity.
- My organization is a U.S. government entity.

If "Yes", respond to the following:

- Yes  No Has your organization's Uniform Guidance audit been completed for the most recent fiscal year?
- Yes  No Were there any findings or exceptions noted? If "Yes" attach an explanation.

**Please note: Your most recent Uniform Guidance audit report will be requested prior to the establishment of a subaward.**

### 6. Does the Subrecipient have a formal, written personnel policy that addressed the following:

- |                                      |                              |                             |
|--------------------------------------|------------------------------|-----------------------------|
| Pay Rates and Benefits               | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Time and Attendance                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Leave                                | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Discrimination                       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Federally Approved Travel Policy     | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Federally Approved Purchasing System | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

**SECTION C: SUBAWARD INFORMATION**

1. Federal award number (FAIN): \_\_\_\_\_

2. Subrecipient employee identification number (EIN): \_\_\_\_\_

3. Subrecipient unique entity identifier (UEI): \_\_\_\_\_

4. Amount of federal award to the prime grantee: \_\_\_\_\_

5. Amount of subaward: \_\_\_\_\_

6. Federal award project description: \_\_\_\_\_

7. Name of awarding agency: \_\_\_\_\_

8. CFDA number: \_\_\_\_\_

9. Name of grant/program: \_\_\_\_\_

10. Federal award date: \_\_\_\_\_

11. Indirect cost rate (if applicable): \_\_\_\_\_

12. Term of agreement: \_\_\_\_\_

**SECTION D: AUTHORIZED REPRESENTATIVE APPROVAL**

**APPROVED FOR SUBRECIPIENT**

The information, certifications and representations above have been read, signed and made by an authorized official of the Subrecipient named herein. The appropriate programmatic and administrative personnel involved in this application are aware of agency policy in regard to subawards and are prepared to establish the necessary inter-institutional agreements consistent with those policies. Any work begun and/or expenses incurred prior to execution of a subaward agreement are at the Subrecipient's own risk.

\_\_\_\_\_  
Signature of Subrecipient's Authorized Official

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Authorized Official

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

If Subrecipient is owned or controlled by a parent entity, please provide the following information:

Parent Entity Legal Name: \_\_\_\_\_

Parent Entity Address, City, State, ZIP: \_\_\_\_\_



### Subaward Monitoring Checklist

Below is a subaward monitoring checklist that satisfies administrative, financial, and programmatic elements of a site visit.

\_\_\_\_\_ Is the County in receipt of signed agreement, signed acknowledgement of grant special conditions, and signed 'Requirements of subaward documents to be submitted by subrecipient'?

\_\_\_\_\_ List of invoices paid under each federal grant and corresponding list of equipment/supplies to be reviewed during the annual site visit provided to subrecipient?

\_\_\_\_\_ Are invoices from sub-recipient delayed, inconsistent, failure to provide backup, improperly documented?

\_\_\_\_\_ Do the subrecipient's invoices support the goals and objectives of the grant?

\_\_\_\_\_ Does subrecipient submit a financial report each quarter that lists invoices paid by the subaward and sub award remaining balance?

\_\_\_\_\_ Does subrecipient submit information required for quarterly programmatic progress reports?

\_\_\_\_\_ Is the subrecipient's rate of spending appropriate for their progress?

\_\_\_\_\_ Is programmatic performance progressing in an expected manner to support the goals and objectives of the grant?

\_\_\_\_\_ Are there severe programmatic or administrative (internal control) issues which will lead to the subaward being terminated?

\_\_\_\_\_ Does the subrecipient respond timely to requests for financial, programmatic, budget/scope revision information?

Comments/Notes:

Follow-up Actions:

Signed:

Title:

Date:



# COUNTY OF KINGS BOARD OF SUPERVISORS

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

## AGENDA ITEM June 25, 2024

**SUBMITTED BY:** District Attorney – Sarah Hacker  
**SUBJECT:** PROPOSED CONTRACTS FOR LEGAL SERVICES

**SUMMARY:**

**Overview:**

This District Attorney seeks the Board’s approval of three contracts for John Bratsch, Crystal Howard, and Katherine (Katie) Smith’s legal services to assist the District Attorney’s Office with prosecuting cases and maintaining public safety.

**Recommendation:**

**Approve the agreements with John Bratsch, Crystal Howard, and Katherine Smith for legal services effective upon execution through June 24, 2025.**

**Fiscal Impact:**

The fiscal impact to the County’s General Fund will not exceed \$388,500 for fiscal year (FY) 2024-25. The total cost of the contracts for FY 2023-24 was approximately \$170,237. The proposed contracts were not specifically included in the FY 2024-25 Recommended Budget but will be absorbed and funded via salary savings due to vacancies in Budget Unit 216000 and Budget Unit 216500.

**BACKGROUND:**

In 2023, the Kings County District Attorney’s Office experienced a high rate of attrition in attorney staff. In response, the Kings County District Attorney’s Office contracted with three licensed attorneys to assist with the filing and prosecution of cases until such time as it takes to recruit, train, and staff the office. Although the District Attorney has recruited additional attorney staff, vacancies persist. As such, the District Attorney seeks Board approval to renew the contracts for legal services so that the District Attorney’s Office may continue to meet critical services to protect the community and prosecute cases ethically.

(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**

### **PROPOSED CONTRACTS FOR LEGAL SERVICES**

**June 25, 2024**

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Over the last year, John Bratsch reviewed cases for filing. Recently he has focused his efforts on filing prison cases. This is a crucial task since the District Attorney's Office has a backlog of approximately 700 prison cases. John Bratsch continues to assist the office with filing cases on inmates who continue to commit crimes – even in a custodial setting. His role protects the safety of the community because some of these inmates may be released on parole prior to the office filing a complaint if these cases are not efficiently and quickly reviewed. It is important to maintain efforts to review prison cases for filing since the State of California, Department of Corrections and Rehabilitation reimburses the District Attorney's Office for prosecution of prison cases. As with the full-time employees who work in the prison unit, John Bratsch's time is reimbursed by the State of California, Department of Corrections and Rehabilitation.

Currently, Crystal Howard and Katie Smith assist with appeals, writs, motions, and resentencing cases. Crystal Howard and Katie Smith review voluminous court documents and draft extensive pleadings to protect the convictions of Kings County's violent criminals – namely murderers. Their efforts combat defense motions to free convicted felons before their sentence has been served. Both conduct the time intensive meticulous work to maintain the convictions and sentences the office fought hard to achieve. And in doing so, the deputy district attorneys can devote themselves to prosecuting current crimes. All contracts will begin on the same day.

John Bratsch, Crystal Howard, and Katie Smith have been invaluable assets to the District Attorney's Office and renewing their contracts will ensure that the District Attorney's Office can maintain its efforts to protect the community while it continues its efforts to recruit legal staff to the office.

The agreements have 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 (“Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and **Katherine Smith**, (“Contractor”) (singularly a “Party,” collectively the “Parties”).

### RECITALS

WHEREAS, the County requires legal consulting services to assist the Kings County District Attorney’s Office to assist with the prosecution of cases; 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 utilize her ability, experience, and talent to faithfully, industriously and professionally perform the work set forth the Scope of Work attached as **Exhibit A** to the County’s reasonable satisfaction. The County’s acceptance of Contractor’s work does not constitute a release of Contractor from his professional responsibility.

Contractor affirms that she 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.

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. One Year TERM**

This Agreement commences on the Effective Date and terminates one year thereafter, unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties for a term of six months after the end of the Term upon written agreement of the Parties and approval of the County's Board of Supervisors ("Board.")

#### **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.

The Contractor will not retain any files or records outside of the Kings County District Attorney's Office's file management system, Prosecutor by Karpel.

#### **6. AMENDMENTS**

This Parties may modify this Agreement 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 or his 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 or the Contractor 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-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further 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 Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

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

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate 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 Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; 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. If the Contractor's Insurance Policy is terminated, cancelled, or becomes ineffective without the Contractor acquiring new insurance coverage in accordance with this Agreement, such discontinuation shall be considered a material breach 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:

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.

Workers Compensation as required by law. Contractor represents that at the time of entering this Agreement, Contractor is exempt from providing workers compensation insurance because Contractor is a sole proprietor and does not have any employees. Contractor shall provide Client prompt notice if these circumstances change and shall comply with Client's reasonable workers compensation requirements for independent contractors.

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 the Contractor's insurance policy limits, 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. 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.

C. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The County'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 (2) 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, and Government Code sections 7920.000 *et seq.*

Contractor shall abstain from defending or assisting in the defense of, or act as counsel for, any person accused of any crime in any county as required by Government Code section 26540.

#### **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. ASSIGNMENT**

Contractor shall not assign this Agreement.

#### **16. 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 notifies 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.

#### **17. 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.

#### **18. 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**

Sarah M. Hacker, District Attorney  
District Attorney's Office  
1400 West Lacey Blvd., Building 4  
Hanford, CA 93230

**Contractor**

Katherine Smith  
[katiesmith01@gmail.com](mailto:katiesmith01@gmail.com)

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.

**19. CHOICE OF LAW**

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. 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.

**20. SEVERABILITY**

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

**21. 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.

**22. 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.

**23. 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.

**24. ELECTRONIC SIGNATURES; COUNTERPARTS**

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

**25. AUTHORITY**

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

***[SIGNATURE PAGE TO FOLLOW]***

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

COUNTY OF KINGS

By:

Doug Verboon, Chair  
Kings County Board of Supervisors

By:




Katie Smith

ATTEST

By: \_\_\_\_\_

Catherine Venturella, Clerk of the Board

RISK MANAGEMENT APPROVED AS TO INSURANCE

By:  06/03/2024

Risk Management

APPROVED AS TO FORM  
Diane Freeman, County Counsel

By:   
Willie Barrera, Deputy County Counsel

Exhibits/Attachments: **Exhibits A and B**

## **Exhibit A: Scope of Work**

Review cases submitted to the Kings County District Attorney's Office from local law enforcement agencies, the California Department of Corrections and Rehabilitation, the California Highway Patrol, and Kings County Human Services Agency.

Upon a determination of probable cause, prepare complaints and informations for filing with the Kings County Superior Court.

Provide guidance and advise Kings County Deputy District Attorneys with their assigned cases upon their request for assistance.

Appear for arraignments, pretrial appearances, trial readinesses or other calendar appearances remotely at the Kings County Superior Court.

Remotely conduct evidentiary hearings, preliminary hearings or court trials at the Kings County Superior Court.

Conference with the court and/or defense counsel in pretrial conferences.

Prepare written motions, oppositions or replies to be submitted on behalf of the Kings County District Attorney's Office in the prosecution of criminal cases as needed.

Conduct research, analyze and interpret existing laws, court decisions, pending legislations, and other legal authorities.

Conduct any other legal services as requested by the Kings County District Attorney's Office.

## **Exhibit B: Compensation/Fees**

The County agrees to pay Contractor at a rate of \$100.00 per hour for hourly work performed. The Contracts shall bill in 6-minute increments (or .1 hour) of time. Contractor represents that it will perform no less than ten (10) hours and no more than twenty (20) hours per week of Services ("Service Hours."). The calculation for Required Service Hours uses the average number of Service Hours performed each week per month. However, under no circumstances should the Contractor exceed twenty (20) hours of service within a seven-day time frame. Service Hours shall be primarily performed remotely. If the County needs in person performance, the County shall notify Contractor seven days in advance of any needed in-person performance. Contractor may agree to appear in-person for the performance of any legal services with less than seven days notice at her discretion.

When the County observes a holiday during the week, the number of required Service hours will be reduced by eight (8) hours for each observed holiday for that week.

The County shall provide the Contractor with a County-owned computer for Contractor's use in performing legal services for the County. The computer shall be programmed with Prosecutor by Karpel and the Contractor shall receive a user name and password to access the Kings County District Attorney's digital files.

The County shall reimburse the Contractor for expenses incurred in providing Services provided the District Attorney approves any expenses in writing before the Contractor incurs the cost.

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

## COUNTY OF KINGS AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2024 (“Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and **Crystal Howard**, (“Contractor”) (singularly a “Party,” collectively the “Parties”).

### RECITALS

WHEREAS, the County requires legal consulting services to assist the Kings County District Attorney’s Office to assist with the prosecution of cases (particularly prison cases); 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 utilize his ability, experience, and talent to faithfully, industriously and professionally perform the work set forth the Scope of Work attached as **Exhibit A** to the County’s reasonable satisfaction. The County’s acceptance of Contractor’s work does not constitute a release of Contractor from his professional responsibility.

Contractor affirms that he possesses current valid appropriate licensure, including, but not limited to, driver’s license and professional license, 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.



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. One Year TERM**

This Agreement commences on the Effective Date and terminates one year thereafter, unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties for a term of six months after the end of the Term upon written agreement of the Parties and approval of the County's Board of Supervisors ("Board.")

#### **5. RECORDS AND INSPECTIONS**

Contractor shall maintain full, complete, and accurate records with respect to billing matters covered under this Agreement. Contractor shall: a) prepare all billing 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.

The Contractor will not retain any files or records outside of the Kings County District Attorney's Office's file management system, Prosecutor by Karpel.

#### **6. AMENDMENTS**

This Parties may modify this Agreement 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 or his 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 or the Contractor 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-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further 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 Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.

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

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate 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 Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; 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. If the Contractor's Insurance Policy is terminated, cancelled, or becomes ineffective without the Contractor acquiring new insurance coverage in accordance with this Agreement, such discontinuation shall be considered a material breach 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:

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.

Workers' Compensation as required by law. Contractor represents that at the time of entering this Agreement, Contractor is exempt from providing workers compensation insurance because Contractor is a sole proprietor and does not have any employees. Contractor shall provide Client prompt notice if these circumstances change and shall comply with Client's reasonable workers compensation requirements for independent contractors.

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 the Contractor's insurance policy limits, 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. 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.

C. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The County'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 (2) 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, and Government Code sections 7920.000 *et seq.*

Contractor shall abstain from defending or assisting in the defense of, or act as counsel for, any person accused of any crime in any county as required by Government Code section 26540.

#### **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. ASSIGNMENT**

Contractor shall not assign this Agreement.

**16. 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.

**17. 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.

**18. 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**

Sarah M. Hacker, District Attorney  
District Attorney's Office  
1400 West Lacey Blvd.  
Building 4  
Hanford, CA 93230  
sarah.hacker@co.kings.ca.us

**Contractor**

Crystal Anne Howard  
2 Corbett Court  
Napa, CA 94558  
crystal\_howard@hotmail.com

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.

**19. CHOICE OF LAW**

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. 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.

**20. SEVERABILITY**

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

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. AUTHORITY**

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

***[SIGNATURE PAGE TO FOLLOW]***



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

COUNTY OF KINGS

By: \_\_\_\_\_

Doug Verboon, Chair  
Kings County Board of Supervisors

By: \_\_\_\_\_

  
Crystal Anne Howard

ATTEST

By: \_\_\_\_\_

Catherine Venturella, Clerk of the Board


RISK MANAGEMENT APPROVED AS TO INSURANCE

By: \_\_\_\_\_

 06/03/2024  
Risk Management

APPROVED AS TO FORM  
Diane Freeman, County Counsel

By: \_\_\_\_\_

  
Willie Barrera, Deputy County Counsel

Exhibits/Attachments: **Exhibits A and B**

## **Exhibit A: Scope of Work**

Review cases submitted to the Kings County District Attorney's Office from local law enforcement agencies, the California Department of Corrections and Rehabilitation, the California Highway Patrol, and Kings County Human Services Agency.

Upon review, prepare complaints and informations for filing with the Kings County Superior Court.

Provide guidance and advise Kings County Deputy District Attorneys with their assigned cases upon their request for assistance.

Appear for arraignments, pretrial appearances, trial readinesses or other calendar appearances remotely at the Kings County Superior Court as allowed by the Court.

Conference with the court and/or defense counsel in pretrial conferences.

Prepare written motions, oppositions or replies to be submitted on behalf of the Kings County District Attorney's Office in the prosecution of criminal cases or post-conviction cases as needed.

Conduct research, analyze and interpret existing laws, court decisions, pending legislations, and other legal authorities.

Conduct any other legal services as requested by the Kings County District Attorney's Office.

### **Exhibit B: Compensation/Fees**

The County agrees to pay Contractor at a rate of \$130.00 per hour for hourly work performed. The Contracts shall bill in 6-minute increments (or .1 hour) of time. Contractor represents that it will perform no less than ten (10) hours and no more than twenty-nine (29) hours per week of Services ("Service Hours."). Service hours shall be performed remotely unless there is a written agreement between the Parties requiring Contractor to conduct services in person.

When the County observes a holiday during the week, the number of required Service hours will be reduced by eight (8) hours for each observed holiday for that week.

The County shall provide the Contractor with a County-owned computer for Contractor's use in performing legal services for the County. The computer shall be programmed with Prosecutor by Karpel and the Contractor shall receive a user name and password to access the Kings County District Attorney's digital files.

The County shall reimburse the Contractor for expenses incurred in providing Services provided the District Attorney approves any expenses in writing before the Contractor incurs the cost.

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

## COUNTY OF KINGS AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2024 (“Effective Date”), by and between the County of Kings, a political subdivision of the State of California (“County”) and **John Bratsch**, (“Contractor”) (singularly a “Party,” collectively the “Parties”).

### RECITALS

WHEREAS, the County requires legal consulting services to assist the Kings County District Attorney’s Office to assist with the prosecution of cases (particularly prison cases); 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 utilize his ability, experience, and talent to faithfully, industriously and professionally perform the work set forth the Scope of Work attached as **Exhibit A** to the County’s reasonable satisfaction. The County’s acceptance of Contractor’s work does not constitute a release of Contractor from his professional responsibility.

Contractor affirms that he possesses current valid appropriate licensure, including, but not limited to, driver’s license and professional license, 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.

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. One Year TERM**

This Agreement commences on the Effective Date and terminates one year thereafter, unless otherwise terminated in accordance with its terms.

This Agreement may be extended by mutual consent of the Parties for a term of six months after the end of the Term upon written agreement of the Parties and approval of the County's Board of Supervisors ("Board.")

#### **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 billing records in accordance with generally accepted accounting procedures; b) clearly identify and the billing records; c) keep said billing records readily accessible; and d) maintain the billing 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.

The Contractor will not retain any criminal files or records outside of the Kings County District Attorney's Office's file management system, Prosecutor by Karpel.

#### **6. AMENDMENTS**

This Parties may modify this Agreement 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 or his 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 or the Contractor 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-breaching Party shall provide written notice to the breaching Party of its intention to terminate this Agreement and inform the breaching Party whether the breach is able to be cured or not.

1) Breach Subject to Cure. Unless otherwise specifically noted in the Notice of Breach, all Notices of Breach shall be deemed subject to this provision. If the non-breaching Party deems the breach of a nature subject to cure, said Party shall allow the breaching Party a period of at least ten (10) calendar days to cure the breach. If the breach is not remedied within the period specified in the Notice of Breach, the non-breaching Party may terminate the Agreement upon further 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 Breach to cure, the breaching Party may submit a written proposal to the non-breaching Party within that period, setting forth a specific plan to remedy the breach and the date certain for completion. If the non-breaching Party assents to the proposed plan in writing, the breaching Party shall immediately commence curing the breach. If the breaching Party fails to cure the breach within said period, the non-breaching Party may terminate this Agreement: i) immediately; ii) on the date specified in the Notice of Breach; or iii) grant the breaching Party additional time to cure.
- b. Alternatively, the County may elect to cure the breach and Contractor shall bear all expenses incurred the County in curing the breach.

2) Breach Not Subject to Cure. If the non-breaching Party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching Party of its intent to terminate 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 Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; 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. If the Contractor's Insurance Policy is terminated, cancelled, or becomes ineffective without the Contractor acquiring new insurance coverage in accordance with this Agreement, such discontinuation shall be considered a material breach 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:

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.

Workers Compensation as required by law. Contractor represents that at the time of entering this Agreement, Contractor is exempt from providing workers compensation insurance because Contractor is a sole proprietor and does not have any employees. Contractor shall provide Client prompt notice if these circumstances change and shall comply with Client's reasonable workers compensation requirements for independent contractors.

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 the Contractor's insurance policy limits, 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. 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.

C. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement. The County'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 (2) 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, and Government Code sections 7920.000 *et seq.*

Contractor shall abstain from defending or assisting in the defense of, or act as counsel for, any person accused of any crime in any county as required by Government Code section 26540.

#### **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. ASSIGNMENT**

Contractor shall not assign this Agreement.

#### **16. 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.

#### **17. 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.

#### **18. 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**

Sarah M. Hacker, District Attorney  
District Attorney's Office  
1400 West Lacey Blvd., Building 4  
Hanford, CA 93230

**Contractor**

John Bratsch  
1837 N. Noyes Street  
Visalia CA 93291

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.

**19. CHOICE OF LAW**

The Parties executed and delivered this Agreement in the Kings County, State of California. The laws of the State of California govern the validity, enforceability, and interpretation of this Agreement. 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.

**20. SEVERABILITY**

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

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. AUTHORITY**

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

***[SIGNATURE PAGE TO FOLLOW]***

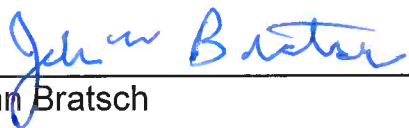
IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

COUNTY OF KINGS

By:

By:


\_\_\_\_\_  
Doug Verboon, Chair  
Kings County Board of Supervisors

  
\_\_\_\_\_  
John Bratsch

ATTEST

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the  
Board

RISK MANAGEMENT APPROVED AS TO  
INSURANCE

By:  \_\_\_\_\_ 06/03/2024

\_\_\_\_\_  
Risk Management

APPROVED AS TO FORM  
Diane Freeman, County Counsel

By:  \_\_\_\_\_  
Willie Barrera,, Deputy County Counsel

Exhibits/Attachments: **Exhibits A and B**

## **Exhibit A: Scope of Work**

Review cases submitted to the Kings County District Attorney's Office from local law enforcement agencies, the California Department of Corrections and Rehabilitation, the California Highway Patrol, and Kings County Human Services Agency.

Upon a determination of probable cause, prepare complaints and informations for filing with the Kings County Superior Court.

Provide guidance and advise Kings County Deputy District Attorneys with their assigned cases upon their request for assistance.

Conduct research, analyze and interpret existing laws, court decisions, pending legislations, and other legal authorities.

Conduct any other legal services as requested by the Kings County District Attorney's Office.

## **Exhibit B: Compensation/Fees**

The County agrees to pay Contractor at a rate of \$100.00 per hour for hourly work performed. The Contracts shall bill in 6-minute increments (or .1 hour) of time. Contractor represents that it will perform no less than ten (10) hours and no more than twenty (20) hours per week of Services ("Service Hours."). The calculation for Required Service Hours uses the average number of Service Hours performed each week per month. However, under no circumstances should the Contractor exceed twenty (20) hours of service within a seven-day time frame. Service Hours shall be primarily performed remotely. If the County needs in person performance, the County shall notify Contractor seven days in advance of any needed in-person performance. Contractor may agree to appear in-person for the performance of any legal services with less than seven days notice at her discretion.

When the County observes a holiday during the week, the number of required Service hours will be reduced by eight (8) hours for each observed holiday for that week.

The County shall provide the Contractor with a County-owned computer for Contractor's use in performing legal services for the County. The computer shall be programmed with Prosecutor by Karpel and the Contractor shall receive a user name and password to access the Kings County District Attorney's digital files.

The County shall reimburse the Contractor for expenses incurred in providing Services provided the District Attorney approves any expenses in writing before the Contractor incurs the cost.



# 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 Resources – Carolyn Leist/Ashley Hernandez

**SUBJECT:** FAMILY AND MEDICAL LEAVE ACT AND CALIFORNIA FAMILY RIGHTS ACT POLICY UPDATE

**SUMMARY:**

**Overview:**

The Family and Medical Leave Act (FMLA) Policy was established in 1995. The policy has been revised to incorporate multiple legislative changes, to explain eligibility requirements, to define qualifying family members, and to ensure an understanding of Pregnancy Disability Leave (PDL), Paid Sick Leave, Paid Family Leave, employee health insurance coverage, and return to work and reinstatement rights, and to create a more efficient process. This policy is proposed to go into effect on July 1, 2024.

**Recommendation:**

**Approve the revised Family and Medical Leave Act and California Family Rights Act Policy.**

**Fiscal Impact:**

None.

**BACKGROUND:**

FMLA of 1993 is a United States labor law requiring covered employers to provide employees with job-protected, unpaid leave for qualified medical and family reasons. The California Family Rights Act (CFRA) is a California employment law that generally runs concurrently with FMLA and PDL guidelines, with some exceptions. The County’s FMLA and CFRA Policy outlines the current process for eligible employees to take a protected leave from employment to attend to their own health issues, or those of a qualifying family member, as prescribed by the FMLA and CFRA.

(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**


### **FAMILY AND MEDICAL LEAVE ACT AND CALIFORNIA FAMILY RIGHTS ACT POLICY UPDATE**

**June 25, 2024**

**Page 2 of 2**

CFRA has been updated several times, most recently in 2023. Effective January 1, 2021, the CFRA circumstances for leave were expanded for eligible employees to take up to 12 weeks of CFRA leave care for their to own serious health condition, care for certain family members' serious health condition, or to bond with a new child (by birth, adoption, or foster placement). In addition, CFRA leave was expanded to cover certain individuals and instances related to service in the U.S. Armed Forces, as specified in Section 3302.2 of the Unemployment Insurance Code. The CFRA also expanded the type of family members to include an adult child, child of a domestic partner, grandparent, grandchild, or sibling with a serious health condition. Furthermore, the limitation on parents working for the same employer was eliminated. As a result, each parent is entitled to up to 12 weeks of leave under the CFRA. On September 30, 2021, Governor Newsom signed Assembly Bill (AB) 1578 into law, which expanded State law allowing employees to take leave under the CFRA to care for a parent-in-law with a serious health condition. This change went into effect on January 1, 2022. On January 1, 2023, CFRA was further expanded to allow employees to take job-protected leave to care for one designated person per 12-month period.

If the policy is approved, it will be effective July 1, 2024.

	<p><b>COUNTY OF KINGS</b>  <b>California</b>  <b>POLICY MANUAL</b></p>	<p>Number: 10-23                  BOS Agenda Date: 06/25/2024</p>
<p>SUBJECT</p> <p><u>FAMILY AND MEDICAL LEAVE ACT AND CALIFORNIA FAMILY RIGHTS ACT POLICY</u></p>	<p>By Action of the Board of Supervisors</p> <p><input type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance  <input checked="" type="checkbox"/> Policy  <input type="checkbox"/> Emergency Action</p>	
<p>DEPARTMENT</p> <p>Human Resources Department</p>	<p>Established Date: February 1995                  Revision Date(s): 07/13/2004                  06/07/2011                  07/01/2024</p> <p><i>Citation: Federal law</i>  <i>State Laws</i></p>	
<p><b>Overview:</b>                  This policy provides eligible employees to take a protected leave from employment to attend to their own health issues, or those of qualifying family members, as prescribed by law.</p>		

**FAMILY AND MEDICAL LEAVE ACT AND CALIFORNIA FAMILY RIGHTS ACT POLICY**

I. STATEMENT OF POLICY

The federal Family and Medical Leave Act of 1993 (FMLA) and California Family Rights Act (CFRA) provide eligible employees the opportunity to take unpaid, job protected leave for certain medical needs for themselves and their family members. The County of Kings (County) will implement the FMLA and CFRA Policy to provide family and medical care leave for eligible employees in accordance with the requirements of current law, any future legislated amendments, and applicable memorandums of understanding.

The following sets the general terms and conditions of this Policy. It does not purport to cover all provisions of federal and state laws. This policy is not intended to provide any additional leave or time off beyond that required by law. In conjunction with this Policy, other state leave and/or benefit laws may be applicable to eligible employees, either in addition to or concurrent with FMLA and/or CFRA leave, such as the California Pregnancy Disability Leave Act (PDL) and the California Paid Family Leave Act (PFL).

II. DEFINITIONS

Terms are defined at the end of the policy.

III. EMPLOYEES ELIGIBLE FOR FMLA/CFRA LEAVE

An employee is covered by the provisions of FMLA/CFRA if the employee:

- A. Has worked for the County for at least 12 months as of the date the leave is to start. (The 12 months of employment does not have to be consecutive and can be any combination of 52 weeks within a seven (7) year period); AND,
- B. Has worked at least 1,250 hours of service in the 12 months immediately preceding the start of leave. *(Only the time actually worked, including overtime hours worked and paid administrative leave is counted. Time not actually worked, including vacation, personal leave, sick leave, holidays, paid leave due to job-related accidents or injuries, and any other form of paid time off (PTO) is not counted towards the 1,250 hours of service. Unpaid leave of any kind or periods of layoff also are not counted.)*
- C. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility. Employees returning from fulfilling their National Guard or Reserve military obligation, will be credited with the hours of service that would have been performed for the period of such military service in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**IV. REASONS FOR LEAVE**

FMLA and CFRA have differing definitions of “family member,” and only FMLA allows employees to take up to twenty-six (26) weeks of leave to provide care for an injured military family member. Because of this, FMLA and CFRA leave may not always run concurrently. In general, FMLA and/or CFRA leave may be taken for any of the following reasons:

Reasons for Leave (See related definitions at the end of the policy.)		FMLA	CFRA	Both
To care for or bond with:	An employee’s newborn child or newly placed foster or adopted child.			X
	A domestic partner’s newborn child or newly placed foster or adopted child.		X	
To care for a family member with a serious health condition who is the employee’s:	Spouse, parent or child under the age of 18, or age 18 or older who is incapable of self-care.			X
	A registered domestic partner, child or registered domestic partner’s, child of any age, parent-in-law, sibling, grandchild, grandparent, or designated person.		X	
The employee’s own serious health condition that makes the employee unable to perform their job, excluding leave for the medical disability related to pregnancy and birth.				X
The employee’s own medical disability related to pregnancy and before the birth of the child.		X		
A qualifying military exigency related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner*, parent or child in the United States armed forces.				X*

Military caregiver leave for a service member with a serious health condition who is the employee’s spouse, domestic partner, child, parent or next of kin**.			X**
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\* CFRA leave **will not run** concurrently when a qualifying exigency is related to an employee’s registered domestic partner in the United States Armed Forces.

\*\* CFRA leave **will run** concurrently when the family member, regardless of military status and with the exception of next of kin, meets the standard criteria for a serious health condition.

V. AMOUNT OF LEAVE

Eligible employees are entitled to a maximum of twelve workweeks of leave (*or 26 weeks to care for a “covered servicemember”*) during a 12-month period. In cases where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

A. Workweeks

Twelve workweeks means the equivalent of twelve of the employee’s normally scheduled workweeks. For eligible employees who work more or less than five days a week, or who work on alternative work schedules, the number of workdays (or hours) which constitute 12 weeks is calculated on a pro-rata basis. For a regular full-time employee who works five 8-hour days per week, 12 workweeks is equivalent to 60 workdays (or 480 hours). For Fire employees (56-hour workweek), part-time and other employees on alternative work schedules, 12 workweeks will be based on the employee’s schedule (e.g., a half-time (.50 FTE) employee is eligible for up to 12 weeks at half-time, or 240 hours).

B. Holidays

Holidays will be counted if the employee is absent the full week or would otherwise have been required to work on that day.

C. Minimum Duration of Leave

If bonding leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.

If leave is requested for their own serious health condition or to care for a child, spouse, domestic partner, parent, sibling, grandchild, grandparent, parent-in-law, or a designated person there is no minimum amount of leave that must be taken. However, employees must comply with the notice and medical certification provisions of this policy.

D. Parents Both Employed by the County

In any case in which both parents are employed by the County, each parent is entitled to 12 workweeks of family medical leave during any 12-month period for the birth, adoption, or foster care placement of their child (e.g., bonding leave).

In any case in which both parents are employed by the County, each parent is entitled to 26 workweeks of family medical leave during any 12-month period to care for a covered service member.

Except as noted above, this limitation does not apply to any other type of leave under this policy.

VI. NOTICE OF NEED FOR LEAVE REQUIREMENT

- A. Although the County recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. A Request for Family and Medical Leave form must be completed by the employee and submitted to the employee's supervisor or Department Head (or Department Head's designee).
- B. Except for qualifying exigency leave, if leave is foreseeable, an employee shall contact their supervisor at least 30 days prior or as soon as practicable (generally the same or next business day) if the leave is not foreseeable. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.
- C. If an employee fails to give 30 days advance notice for a foreseeable leave with no reasonable explanation of the delay, approval for the leave may be delayed until 30 days after the employee provides notice.
- D. In unexpected or unforeseeable situations, an employee shall provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by submission of a completed Request for Family and Medical Leave form within three business days after verbal notice is given.

VII. COUNTY RESPONSIBILITIES

- A. County Human Resources will be responsible for ensuring this leave policy is uniformly and equitably applied throughout all County departments. Human Resources will provide information and assistance to County departments when reviewing employee requests for FMLA/CFRA and PDL. The Human Resources Office is responsible for leave management and is the central point of contact for department liaisons regarding employee leaves.
- B. It is the County's responsibility to designate leave as FMLA, CFRA and PDL, based on eligibility and information provided by the employee. If the reason for the absence is due to an FMLA/CFRA and/or PDL qualifying condition/reason, the County will properly notify Employee of their eligibility and designate their absence as FMLA/CFRA or PDL leave with acceptable certification/medical documentation.

- C. Under certain circumstances, the County may designate your absence as an FMLA/CFRA/PDL leave upon knowledge (e.g., hospitalization).
- D. When an employee requests (or the County identifies) a potential FMLA/CFRA-qualifying leave for the first time during the applicable 12-month period, the County must notify the employee, either in writing or orally, of their FMLA/CFRA eligibility status within five (5) business days. The employee must receive a notice when:
  - 1. Their FMLA/CFRA leave begins.
  - 2. It is determined the employee is not eligible for FMLA/CFRA leave. The notice must state at least one reason why the employee is ineligible, including whether the employee fails to meet the 12 months of service, 1,250 hours of work, or other eligibility standard.
- E. The County is required to give the employee written notice detailing specific expectations and obligations of the employee and explaining any consequences if the employee fails to comply. This notice must be provided to the employee each time the eligibility notice is provided. If leave has already begun, the notice must be mailed to the employee's email address or their address of record.

The County's notices must detail the following, when appropriate:

- 1. The leave will be designated and counted against the employee's FMLA/CFRA leave entitlement and the applicable 12-month period for FMLA/CFRA entitlement;
- 2. Any requirements for the employee to provide certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active-duty status and the consequences of not doing so (e.g., denial of leave);
- 3. The employee's right to substitute paid leave, whether the County will require the substitution of paid leave, the conditions related to any substitution, and the employee's entitlement to take unpaid FMLA leave if the employee does not meet the conditions for paid leave;
- 4. Any requirement that the employee make any premium payments to maintain health benefits, the arrangements for making such payments, and the possible consequences of failure to make such payments on a timely basis (e.g., the circumstances under which coverage might lapse);
- 5. The employee's right to maintenance of benefits during the FMLA/CFRA leave;
- 6. The employee's potential liability for payment of health insurance premiums paid by the employer during the employee's unpaid FMLA/CFRA leave if the employee fails to return to work after taking FMLA/CFRA leave;
- 7. Any requirement that the employee provide a return-to-work certification to be reinstated to employment; and
- 8. The employee's right to reinstatement to the same or an equivalent position upon return from leave.

## VIII. CERTIFICATION REQUIREMENTS

Employees who request FMLA/CFRA leave for their own serious health condition or to care for a child, spouse, domestic partner, parent, parent-in-law, sibling, grandchild, grandparent, or a designated person who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the County. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of their position.

Employees who request leave to care for a covered servicemember who is a child, spouse, domestic partner, parent, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured servicemember's serious injury or illness.

The first time an employee requests leave because of a qualifying exigency, an employer may require the employee to provide a copy of the covered military member's active-duty orders or other documentation issued by the military which indicates that the covered military member is on "Covered Active Duty or Call to Active-Duty Status", and the dates of the covered military member's active-duty service. A copy of new active-duty orders or similar documentation shall be provided to the employer if the need for leave is because of a qualifying exigency, arises out of a different active duty, or call to active-duty status of the same or a different covered military member.

### A. Time to Provide a Certification

When an employee's leave is foreseeable and at least 30 days notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the County within 15 calendar days, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

### B. Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete or insufficient medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a complete and sufficient medical certification within the time frame established by this policy, the County may delay the taking of FMLA/CFRA leave until the required certification is provided. **Failure to provide complete and sufficient medical certification as required may result in the denial of leave or denial of continuation of leave.**

### C. Second and Third Medical Opinions

If the County has reason to doubt the validity of a certification for an employee's own serious health condition, the County may require a medical opinion of a second health care provider chosen and paid for by the County. If the second opinion is different from the first, the County may require the opinion of a third provider jointly approved by the County and the employee but paid for by the County. The opinion of the third provider will be binding. An employee may

request a copy of the health care provider's opinions when there is a second or third medical opinion sought.

D. Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (*a few days or hours at a time*) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. Employees who take intermittent leave for planned medical treatment must make reasonable effort to schedule such treatment so as not to unduly disrupt County operations.

E. Recertification

If an employee requests an extension of leave or circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications), an employee will be requested to provide a new medical certification.

The employee must provide recertification to the County within 15 calendar days, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

IX. INTERMITTENT OR REDUCED SCHEDULE LEAVE

- A. An employee may request to take leave intermittently or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee, when medically necessary. Valid medical certification shall be required. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt County operations.
- B. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment of the employee or a covered family member.
- C. An employee may request intermittent or reduced schedule leave following the birth or placement for adoption or foster care of a child; however, leave for newborn care or bonding with a new child requires the Department Head's consent and may be denied based on the operational needs of the Department (also see section V, paragraph C).

X. USE OF PAID LEAVE

FMLA/CFRA leave is unpaid. However, employees on FMLA/CFRA leave for their own serious health condition must use and exhaust any accrued paid sick leave before going into unpaid status. Employees on FMLA/CFRA leave may also elect to use any accrued and available Family Sick Leave, vacation, or compensatory time off concurrently with their FMLA/CFRA leave. Employees on leave



shall not alternate between utilizing their accrued banks (e.g., vacation, sick, etc.) and going into unpaid status. These procedures are detailed below and in the applicable Memorandum of Understanding.

A. Use of Paid Sick Leave

1. An employee on unpaid FMLA/CFRA leave due to their own serious health condition **must** use and exhaust any accrued paid sick leave concurrently with their FMLA/CFRA leave.
2. An employee on unpaid FMLA/CFRA leave to care for a child, spouse, domestic partner, parent, parent-in-law, sibling, grandchild, grandparent, or designated person with a serious health condition **may** use, concurrently with their FMLA/CFRA leave, accrued paid sick leave pursuant to the County's Personnel Rules and applicable Family Sick Leave limits.
3. Exceptions and requirements for leave that also qualifies as PDL are covered in section XIII Coordination with Pregnancy Disability Leave (PDL).

B. Use of Accrued Vacation or Compensatory Time

An employee on unpaid FMLA/CFRA leave may elect to use their accrued paid vacation or compensatory time concurrently with their FMLA/CFRA leave, unless provided otherwise by contract or resolution.

C. County's Right to Require Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves

If an employee takes a leave of absence for any reason which is FMLA/CFRA-qualifying, the County shall designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement. The only exception is for peace officers and firefighters who are on leave pursuant to Labor Code §4850.

D. County's and Employee's Rights If an Employee Requests Accrued Leave without Mentioning Either the FMLA or CFRA

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to an FMLA/CFRA-qualifying purpose, the County may not ask the employee if the leave is for a FMLA/CFRA-qualifying purpose. However, if the County denies the employee's request and the employee provides information that the requested time off is for an FMLA/CFRA-qualifying purpose, the County may inquire further into the reason for the absence. If the reason is FMLA/CFRA qualifying, the County may require the employee to exhaust accrued leave as described above.

XI. EFFECT ON EMPLOYEE BENEFITS AND STATUS

- A. An employee granted FMLA/CFRA leave shall continue to be covered under the County's group health insurance plan and life insurance plan (if applicable) under the same conditions as

coverage would have been provided if they had been continuously employed during the leave period.

- B. Employee contributions, if applicable, will be required either through payroll deduction during paid leave or by direct payment to the Finance Department during unpaid leave. If an employee goes into a leave without pay status, they will be responsible for paying their portion of the health insurance. Employee contributions are subject to any rate changes that occur while the employee is on leave, as well as any changes in plan coverage or insurance carriers.
- C. If the employee's contribution is more than 30 days late, the County may terminate the employee's insurance coverage. The employee will be mailed a notice at least 15 days before coverage is to cease, advising that their insurance will be dropped if the premium is more than 30 days late. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
- D. If the employee exhausts their accrued banks and leave entitlement under FMLA/CFRA/PDL and is unable to return to work, the County shall terminate the employee's health insurance coverage. The employee may elect to continue their health insurance coverage for up to 18 months under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). The employee will receive a notice at least 15 days before coverage is to cease, advising that their insurance will be dropped.
- E. If the employee fails to return from FMLA/CFRA leave for reasons other than (1) the continuation, recurrence, or onset of a serious health condition of the employee or a covered family member; (2) the continuation, recurrence, or onset of a covered servicemember's serious injury or illness; or (3) other circumstances beyond the employee's control, the County may seek reimbursement from the employee for the portion of the premiums paid by the County on behalf of the employee (also known as the employer contribution) during the period of leave.
- F. An employee on an approved FMLA/CFRA leave retains employee status. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose service hours accrued prior to the leave start date.
- G. Postponement of the employee's anniversary date and any applicable step increase shall occur as provided for in Section 7020 of the Personnel Rules.

## XII. JOB PROTECTION

### A. Right to Reinstatement

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period. The taking of leave will not affect the County's right to eliminate an employee's position or terminate an employee while on leave. **Employee's failure to return to work when leave entitlements are exhausted may result in termination of employment.** The employee retains applicable rights of appeal.

B. Employee's Obligation to Provide Updates

Employees will be required to furnish updates on their status and intent to return to work if leave is extended. If the circumstances of the employees' leave changes and they can return to work earlier than the date previously provided, the employee will be required to notify their department at least two workdays prior to the date they intend to report for work. Employees will be required to provide medical documentation indicating release back to work. This will avoid any delays to reinstatement when the employee is ready to return.

C. Fitness-for-Duty Certification

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform their job, the employee must obtain and present a fitness-for-duty certification from a health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

D. Reinstatement of Key Employees

The County may deny reinstatement to a key employee (e.g., an employee who is among the highest paid 10 percent of all employed by the County within 75 miles of the work site) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the County, and the employee is notified of the County's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur.

XIII. CIRCUMSTANCES UNDER WHICH LEAVE MAY BE DENIED OR DELAYED

- A. Leave may be delayed or denied if an employee fails to provide valid, timely medical certification or recertification, as required.
- B. When an employee goes on leave for their own serious health condition, which made the employee unable to perform their job duties, reinstatement from leave may be delayed or denied if an employee fails to provide a certification from their medical provider returning the employee to work.
- C. Reinstatement from leave may be denied if an employee's position was eliminated prior to reinstatement for reasons unrelated to the leave.
- D. Continued leave and reinstatement will be denied if an employee advises the County that they do not intend to return to work.
- E. Leave and/or reinstatement may be denied if an employee obtains or attempts to qualify for FMLA/CFRA leave fraudulently.

XIV. COORDINATION WITH CALIFORNIA PREGNANCY DISABILITY LEAVE (PDL)

- A. Under California law, a pregnant employee may take leave when they are disabled by pregnancy, childbirth, or a related medical condition. PDL is separate and distinct from the provisions of the CFRA and FMLA Family and Medical Leave laws.
- B. The possible leave entitlement for PDL, FMLA and CFRA is four months plus 12 work weeks. This assumes that the employee is medically disabled by pregnancy, childbirth, or related medical conditions for four months, and then requests, and is eligible for, CFRA leave for the newborn care or bonding leave with a new minor child.
- C. A pregnant employee may take up to four months PDL if they are, in the medical opinion of their treating physician or other treating licensed health care practitioner, unable to perform the essential duties of their job or to perform them without undue risk to themselves or others. For a regular full-time employee who works five 8-hour days per week, 4 months is equivalent to 693 hours of leave entitlement (1/3 of a year or 17 1/3 weeks). For eligible employees who work more or less than five days a week, or who work on alternative work schedules, the amount of PDL available is calculated on a pro-rata basis.
- D. At the end of the employee's period of pregnancy disability, or at the end of four months of PDL, whichever occurs first, the employee, if eligible, may request to take FMLA/CFRA of up to 12 workweeks for the birth of their child if the child has been born by this date.

If at the end of the maximum of four months of PDL the employee is not released by their treating physician or licensed health care practitioner to return to duty and they have not yet given birth, they may request under FMLA leave, if eligible, for a serious health condition as defined by applicable law. The employee must provide the required medical certification.

- E. Once the employee is released from pregnancy disability, there is no requirement that either the employee or the newborn child have a serious health condition in order for the employee to request and be granted up to 12 weeks of FMLA/CFRA for newborn care or bonding with a new minor child.
- F. The employee will be required to use sick leave concurrently with leave that also qualifies as PDL prior to going into unpaid status.
- G. The employee may choose, but will not be required, to use vacation or compensatory leave concurrently with PDL prior to going into unpaid status.

XV. COORDINATION WITH CALIFORNIA PAID FAMILY LEAVE (PFL)

- A. Paid Family Leave (PFL) does not create a separate right for leave or job protection. Instead, PFL allows an employee to receive wage replacement benefits when taking an otherwise unpaid leave.

Eligible employees who contribute through payroll deduction to State Disability Insurance (SDI) may apply to the California Employment Development Department (EDD) for up to eight (8) weeks of wage replacement benefits in a 12-month period:

- (1) To bond with a new minor child after birth, adoption, or foster care placement.
- (2) To care for a child, spouse, registered domestic partner, parent, parent-in-law, sibling, grandchild, or grandparent with a serious health condition, as defined in the law.
- (3) To participate in a qualifying event when a child, spouse, registered domestic partner, or parent, is deployed to a foreign country.

- B. If an employee is on unpaid protected leave for a PFL-qualifying event, any approved leave under PFL shall run concurrently with any protected leave entitlements.

If an employee experiences a PFL-qualifying event but does not qualify for protected leave (such as FMLA, CFRA, and PDL), the employee may be required to participate in the interactive process with Human Resources to request a Personal Leave of Absence, in accordance with Personnel Rule 7027. A request for a Personal Leave of Absence may be granted upon the recommendation of the Department Head and approval by the County Administrative Officer. There is no requirement that the County grant leave for a PFL-qualifying event even if the employee is eligible to receive SDI benefits under the law.

## XVI. DEFINITIONS

The definitions below are intended for ease of reference. The definitions provided by the FMLA shall control for FMLA leave and the definitions provided by CFRA shall control for CFRA leave. In the event that the FMLA or CFRA definitions or regulations change, the updated definitions or regulations shall be controlled even if this policy has not been revised to reflect the changes.

- A. "12-month period" means a rolling 12-month period measured forward from the first day the eligible employee takes FMLA/CFRA leave and ends 12 months after that date. After the end of the 12-month period, the employee is eligible to begin a new 12-month period measured forward from the first day the employee again takes FMLA/CFRA. Note: The rolling 12-month period is used for FMLA/CFRA leave including "qualifying exigency leave". It is not used for "Military Caregiver Leave."
1. There is no carry-over of unused leave from one 12-month period to the next 12-month period.
- B. "Single 12-month period" means a 12-month period which begins on the first day the eligible employee takes FMLA/CFRA leave to take care of a covered servicemember and ends 12 months after that date. Note: It is used for "Military Caregiver Leave."
- C. "Family Member" for FMLA leave means an employee's child, spouse, or parent. "Family member" for CFRA leave means an employee's child, spouse, domestic partner, parent, parent-in-law, sibling, grandchild, grandparent, or a designated person.

D. “Child”

1. Under the FMLA, “child” means a child under the age of 18 years of age, or 18 years of age or older, who is incapable of self-care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or stepchild. A child is “incapable of self care” if they require active assistance or supervision to provide daily self care in three or more of the activities of daily living or instrumental activities of daily living - such as, caring for grooming and hygiene, bathing, dressing, and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.
2. Under the CFRA, “child” means a child, including a child who is 18 years of age or older, regardless of whether the child is capable of self-care. An employee’s child means a biological, adopted, foster, stepchild, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis (in place of a parent).

E. “Spouse” means two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined below.

F. “Domestic Partner,” is another adult with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State and who meets the criteria specified in California Family Code sections 297 and 299.2. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.

G. “Parent” means the biological, adoptive, step or foster parent of an employee or an individual who stood in loco parentis (in place of a parent) to an employee when the employee was a child. Under the CFRA only, this term also includes parents-in-law.

1. “In loco parentis” means in the place of a parent, instead of a parent, and/or charged with a parent’s rights, duties, and responsibilities. It includes those with the day-to-day responsibilities to care for and financially support a child. It does not require a biological or legal relationship.

H. “Parent-in-law” means the parent of a spouse or domestic partner.

I. “Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

J. “Grandchild” means a child of the employee’s child.

K. “Grandparent” means a parent of the employee’s parent.

L. “Designated Person”, as defined by Government Code § 12945.2 & Labor Code § 245.5, means any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee is limited to one (1) designated person per 12-month period.

- M. “Serious health condition” means an illness, injury impairment, or physical or mental condition that involves:
1. “Inpatient Care” in a hospital, hospice or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved or recovery therefrom), or any subsequent treatment in connection with such inpatient care; OR
  2. “Continuing Treatment by a Health Care Provider”
    - A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
      - A period of incapacity (e.g., inability to work or perform other regular daily activities) due to a serious health condition of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
        - Treatment two or more times within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, a nurse or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by, a health care provider. The first in-person treatment visit must take place within seven (7) days of the first day of incapacity; or
        - Treatment by a health care provider on at least one occasion that must take place within seven days of the first day of incapacity and results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over-the-counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
      - Any period of incapacity due to pregnancy or for prenatal care. (Note that pregnancy is a “serious health condition” under FMLA only, but not under CFRA. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
      - Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
        - Requires periodic visits (defined as at least twice a year) for treatment by a health care provider or by a nurse;
        - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
        - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy). Absences for such incapacity qualify for leave even if the absence lasts only one day.

- A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
  - Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- N. "Intermittent leave" is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. *(For example: leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of several months, such as for chemotherapy.)* Employees who take intermittent leave for planned medical treatment must make reasonable effort to schedule such treatment so as not to disrupt unduly the employer's operations.
- O. "Reduced leave schedule" is a leave schedule that temporarily reduces an employee's usual number of working hours per workweek, or hours per workday. In other words, a reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time. *(For example: an employee, with department head approval, works part-time while on newborn care leave; or because an employee who is recovering from a serious health condition is not strong enough to immediately resume a full-time schedule.)*
- P. "Health Care Provider" means:
1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
  2. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;
  3. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors *(limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist)* authorized to practice in California and performing within the scope of their practice as defined under California State law;
  4. Nurse practitioners and nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
  5. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
  6. Any health care provider from whom an employer or employer's group health plan's benefits manager will accept a medical certification to substantiate a claim for benefits.




**For Family Military Leaves Only:**

- Q. "Qualifying Exigency" may include short-notice deployment, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, spending time with a "covered military member" who is on short-term rest and recuperation leave, and attending post-deployment reintegration briefings.
- R. "Covered Military Member" as defined by the FMLA regulations is the employee's child, spouse, or parent on "covered active duty or call to duty status." The term "covered military member" applies to an employee's use of qualifying exigency leave. The term "covered military member" applies to an employee's use of qualifying exigency leave.
- S. "Covered Active Duty or Call to Active Duty Status" means duty under a call or order to active duty (or notification of an impending call or order to active duty) during the deployment of the member of the Armed Forces (including members of reserve components of the Armed Forces) in support of a contingency operation, or when deployed to any foreign country.
- T. "Contingency Operation" means a military operation that is (1) designated by the Secretary of Defense as an operation in which members of the United States Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (2) that results in the call to order to, or retention of, active duty members of the United States Armed Forces by law or any other provision of law during a war or national emergency declared by the President or Congress.
- U. "Military Caregiver Leave" is to care for a child, spouse, domestic partner, parent, or "next of kin" who is a "covered servicemember" of the United States Armed Forces and who is ill or injured in the line of duty on active duty. This leave can run up to 26 weeks (6.5 months) of unpaid leave during a single 12-month period (*CFRA will run concurrently with FMLA with the exception of "next of kin".*)
- V. "Covered Servicemember" means (1) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a "serious injury or illness"; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness" and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. The term "covered servicemember" applies to an employee's use of "military caregiver leave."
- W. "Outpatient Status" means, with respect to a "covered servicemember," the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- X. "Next of Kin of a Covered Servicemember" means the nearest blood relative other than the covered servicemember's child, spouse, domestic partner, or parent, in the following order of

priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, siblings, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA.

- Y. "Serious Injury or Illness," in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means a injury or illness that was incurred by a covered servicemember in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; and (2) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period described in V(2), means a qualifying injury or illness as determined by the Department of Defense (DOD) that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

	<p align="center"><b>COUNTY OF KINGS California POLICY MANUAL</b></p>	<p>Policy Subject: Family and Medical Leave BOS Agenda Date: June 7, 2011 Bookmark: 4</p>
<p>SUBJECT</p> <p><u>FAMILY AND MEDICAL LEAVE POLICY</u></p>	<p>By Action of the Board of Supervisors</p> <p><input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Emergency Action</p>	
<p>DEPARTMENT</p> <p>Administrative Office/Human Resources Division</p>	<p>Effective Date: February, 1995 Revision Date: 07/13/2004 6/07/2011 <i>Citation: Federal law State Laws</i></p>	
<p><b>Overview:</b> This policy provides employees to take a leave from employment to attend to their own health issues, or those of qualifying family members, as prescribed by law.</p>		

**FAMILY AND MEDICAL LEAVE POLICY**

**I. STATEMENT OF POLICY**

To the extent not already provided for under current leave policies and provisions, the County of Kings will provide family and medical care leave for eligible employees as required by state and federal law. Rights and obligations which are not specifically set forth below are provided for in the U.S. Department of Labor regulations implementing the federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Family Rights Act (CFRA). Unless otherwise provided by this policy, "leave" under this policy shall mean leave pursuant to the FMLA and CFRA.

The following sets down the general terms and conditions of the Family and Medical Leave Policy. It does not purport to cover all provisions of the federal and state laws. This Policy is not intended to provide any additional leave or time-off beyond that required by law. The County will implement this policy in accordance with the requirements of current law, any future legislated amendments, and applicable memoranda of understanding. In conjunction with this Policy, other state leave and/or benefit laws may be applicable to eligible employees, either in addition to or concurrent with FMLA leave, such as the California Pregnancy Disability Leave Act (PDL) and the California Paid Family Leave Act (PFL).

**II. DEFINITIONS**

- A. "12-month period" means a rolling 12-month period measured forward from the first day the eligible employee takes FMLA leave and ends 12 months after that date. After the end of the 12-month period, the employee is eligible to begin a new 12-month period measured forward from the first day the employee again takes FMLA. Note: The rolling 12-month period is used for CFRA/FMLA leave including "qualifying exigency leave". It is not used for "Military Caregiver Leave"
  - 1. There is no carry-over of unused leave from one 12-month period to the next 12-month period.
- B. "Single 12-month period" means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered servicemember and ends 12 months after that date. Note: It is used for "Military Caregiver Leave"
- C. "Parent" means a biological, foster, or adoptive parent, a step parent, a legal guardian, or other person who stood *in loco parentis* to the employee when the employee was a child. It does not include parent-in-law.
- D. "Spouse" means a husband or wife as defined under California State law for purposes of marriage (Family Code §300). It does not include unmarried domestic partners.
- E. "Domestic Partner," as defined by Family Code §§ 297 and 299.2, shall have the same meaning as "Spouse" for purposes of CFRA.

- F. "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child, a legal ward or a child of an employee who stands *in loco parentis* to that child.
1. A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self care in three or more of the activities of daily living or instrumental activities of daily living - such as, caring for grooming and hygiene, bathing dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.
  2. "In loco parentis" means in the place of a parent; instead of a parent; charged with a parent's rights, duties, and responsibilities. It includes those with the day-to-day responsibilities to care for and financially support a child. It does not require a biological or legal relationship.
- G. "Serious health condition" means an illness, injury impairment, or physical or mental condition that involves:
1. Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or
  2. Continuing treatment by a health care provider as defined in applicable state and federal law.
- H. "Intermittent leave" is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. (For example: leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of several months, such as for chemotherapy.) Employees who take intermittent leave for planned medical treatment must make reasonable effort to schedule such treatment so as not to disrupt unduly the employer's operations.
- I. "Reduced leave schedule" is a leave schedule that temporarily reduces an employee's usual number of working hours per workweek, or hours per workday. In other words, a reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time. (For example: an employee, with department head approval, works part-time while on newborn care leave; or because an employee who is recovering from a serious health condition is not strong enough to immediately resume a full-time schedule.)
- J. "Health Care Provider" means:
1. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
  2. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;
  3. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
  4. Nurse practitioners and nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
  5. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
  6. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

**For Family Military Leaves Only:**

- K. "Qualifying Exigency" may include short-notice deployment, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, spending time with a "covered military member" who is on short-term rest and recuperation leave, and attending post-deployment reintegration briefings.
- L. "Covered Military Member" is the employee's spouse, son, daughter, or parent on "covered active duty or call to duty status." The term "covered military member" applies to an employee's use of qualifying exigency leave.

- M. "Covered Active Duty or Call to Active Duty Status" means duty under a call or order to active duty (or notification of an impending call or order to active duty) during the deployment of the member of the Armed Forces (including members of reserve components of the Armed Forces) in support of a contingency operation, or when deployed to any foreign country.
- N. "Contingency Operation" means a military operation that is (1) designated by the Secretary of Defense as an operation in which members of the United States Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or (2) that results in the call to order to, or retention of, active duty members of the United States Armed Forces by law or any other provision of law during a war or national emergency declared by the President or Congress.
- O. "Military Caregiver Leave" is to care for a spouse, son, daughter, parent, or "next of kin" who is a "covered servicemember" of the United States Armed Forces and who has a "serious injury or illness." This leave can run up to 26 weeks of unpaid leave during a single 12-month period (*under the FMLA only, not the CFRA*).
- P. "Covered Servicemember" means (1) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a "serious injury or illness"; or (2) a veteran who is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness" and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. The term "covered servicemember" applies to an employee's use of "military caregiver leave."
- Q. "Outpatient Status" means, with respect to a "covered servicemember," the status of a member of the Armed Forces assigned to either: (1) a military medical treatment facility as an outpatient; or (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- R. "Next of Kin of a Covered Servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.
- S. "Serious Injury or Illness" means - (1) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by a covered servicemember in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; and (2) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period described in P(2), means a qualifying injury or illness as determined by the Department of Defense (DOD) that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

### III. EMPLOYEES ELIGIBLE FOR LEAVE

An employee is eligible for leave if the employee:

- A. Has worked for the County for at least 12 months; AND,
- B. Has actually worked for at least 1,250 hours during the 12-month period immediately prior to the date the leave is to begin. (*Time spent on paid or unpaid leave shall not count toward hours actually worked.*)

#### IV. REASONS FOR LEAVE

Leave is only permitted for the following reasons:

- A. The birth of a child of the employee or the legal placement of a child with an employee due to adoption or foster care. *(The leave must be concluded within the 12-month period following the child's date of birth or date of placement with the employee.)*
- B. Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition.
- C. Leave because of a serious health condition *(as defined in applicable state and federal law, including both on-the-job or non-work-related illnesses or injuries)* that makes the employee unable to perform the functions of his/her position. *(Exception: Employees in "safety" classifications who are receiving disability pay in lieu of workers' compensation temporary disability payments under provisions of California Labor Code §4850 shall not have such time off of work applied to an otherwise CFRA-qualifying event.)*
- D. Leave for a "qualifying exigency" may be taken arising out of the fact that an employee's spouse, son, daughter, or parent is on "covered active duty or call to active duty status" in support of a contingency operation, or when deployed to any foreign country *(under the FMLA only, not the CFRA)*.
- E. Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a "covered servicemember" of the United States Armed Forces and who has a serious injury or illness incurred in the line of duty on active military duty. This "military caregiver leave" can run up to 26 weeks of unpaid leave during a single 12-month period *(under the FMLA only, not the CFRA)*.

#### V. AMOUNT OF LEAVE

Eligible employees are entitled to a total of 12 workweeks *(or 26 weeks to care for a "covered servicemember")* of leave during any 12-month period. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

##### A. Work weeks

Twelve (12) workweeks means the equivalent of twelve of the employee's normally scheduled workweeks. For eligible employees who work more or less than five days a week, or who work on alternative work schedules, the number of workdays (or hours) which constitute 12 weeks is calculated on a pro-rata basis. For a regular full-time employee who works five 8-hour days per week, 12 workweeks is equivalent to 60 workdays (or 480 hours). For fire, part-time and other employees on alternative work schedules, 12 workweeks will be based on the employee's schedule (i.e. a half-time employee is eligible for up to 12 weeks at half-time, or 240 hours).

##### B. Holidays

Holidays will be counted if the employee is absent the full week or would otherwise have been required to work on that day.

##### C. Minimum Duration of Leave

If bonding leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, employees must comply with the notice and medical certification provisions of this policy.

##### D. Spouses Both Employed By the County of Kings

In any case in which a husband and wife both employed by the County of Kings are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave).

In any case in which a husband and wife both employed by the County of Kings are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period if leave is taken to care for a covered servicemember.

Except as noted above, this limitation does not apply to any other type of leave under this policy.

#### VI. NOTICE OF NEED FOR LEAVE REQUIREMENT

- A. Although the County of Kings recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. A Request for Family and Medical Leave form must be completed by the employee and submitted to the employee's supervisor or Department Head (or Department Head's designee).
- B. Except for qualifying exigency leave, if leave is foreseeable, at least 30 days notice is required. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.
- C. If an employee fails to give 30 days advance notice for a foreseeable leave with no reasonable explanation of the delay, approval for the leave may be delayed until 30 days after the employee provides notice.
- O. In unexpected or unforeseeable situations, an employee shall provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by submission of a completed Request for Family and Medical Leave form within three business days after verbal notice is given.

#### VII CERTIFICATION REQUIREMENTS

Employees who request CFRA/FMLA leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the County of Kings. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

Employees who request leave to care for a covered servicemember who is a child, spouse, parent, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured servicemember's serious injury or illness.

The first time an employee requests leave because of a qualifying exigency, an employer may require the employee to provide a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on "Covered Active Duty or Call to Active Duty Status", and the dates of the covered military member's active duty service. A copy of new active duty orders or similar documentation shall be provided to the employer if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different covered military member.

##### A. Time to Provide a Certification

When an employee's leave is foreseeable and at least 30 days notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the employee must provide the requested certification to the County of Kings within 15 calendar days, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

##### B. Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete or insufficient medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a complete and sufficient medical certification within the time frame established by this policy, the County of Kings may delay the taking of FMLA/CFRA leave until the required certification is provided. **Failure to provide complete and sufficient medical certification as required may result in the denial of leave or denial of continuation of leave.**

C. Second and Third Medical Opinions

If the County has reason to doubt the validity of a certification for an employee's own serious health condition, the County may require a medical opinion of a second health care provider chosen and paid for by the County. If the second opinion is different from the first, the County may require the opinion of a third provider jointly approved by the County and the employee, but paid for by the County. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a second or third medical opinion sought.

D. Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (*a few days or hours at a time*) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. Employees who take intermittent leave for planned medical treatment must make reasonable effort to schedule such treatment so as not to disrupt unduly the employer's operations.

### VIII. INTERMITTENT OR REDUCED SCHEDULE LEAVE

- A. An employee may request to take leave intermittently or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee, when medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. Valid medical certification shall be required.
- B. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment of the employee or a covered family member.
- C. An employee may request intermittent or reduced schedule leave following the birth or placement for adoption or foster care of a child; however, leave for newborn care or bonding with a new child requires the Department Head's consent and may be denied based on the operational needs of the Department (also see section V, paragraph C).

### IX. USE OF PAID LEAVE

Family and Medical Leave is unpaid. However, County policy shall require the use of accrued and available leave first before going into unpaid leave status, as described below. While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the County of Kings may require an employee to concurrently use paid accrued leaves after requesting FMLA and/or CFRA leave, and may also require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying. All time taken for an approved FMLA/CFRA leave, whether through the use of paid leave, unpaid leave, compensatory time, or any combination, shall be counted against the 12-week FMLA/CFRA entitlement.

A. Employee's Right to Use Paid Accrued Leaves Concurrently With Family Leave

Where an employee has earned or accrued paid vacation or compensatory time, that paid leave may be substituted for all or part of any otherwise unpaid leave under this policy.

As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:

1. The leave is for the employee's own serious health condition; or
2. The leave is needed to care for a parent, spouse, child, or domestic partner with a serious health condition, and would be permitted as sick leave under the County of Kings' Personnel Rules and is within applicable Family Sick Leave limits.

B. County of Kings' Right to Require Employee to Use Paid Leave When Using FMLA/CFRA Leave

Employees must exhaust their accrued leaves concurrently with FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with FMLA/CFRA leave, with the following exceptions:

1. Employees will only be required to use sick leave concurrently with FMLA/CFRA leave prior to going into unpaid status if the leave is for the employee's own serious health condition.



2. Employees may choose, but will not be required, to use accrued vacation or compensatory leave concurrently with FMLA/CFRA leave prior to going into unpaid status, unless otherwise provided by contract or resolution.
  3. Exceptions and requirements for leave that also qualifies as PDL are covered in section XIII-Coordination with Pregnancy Disability Leave (PDL).
- C. County of Kings' Right to Require Employee to Exhaust FMLA/CFRA Leave Concurrently With Other Leaves  
If an employee takes a leave of absence for any reason which is FMLA/CFRA-qualifying, the County of Kings may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement. The only exception is for peace officers and firefighters who are on leave pursuant to Labor Code § 4850.
- D. County of Kings' and Employee's Rights If an Employee Requests Accrued Leave without Mentioning Either the FMLA or CFRA  
If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA-qualifying purpose, the County of Kings may not ask the employee if the leave is for a FMLA/CFRA-qualifying purpose. However, if the County of Kings denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA-qualifying purpose, the County of Kings may inquire further into the reason for the absence. If the reason is FMLA/CFRA qualifying, the County of Kings may require the employee to exhaust accrued leave as described above.
- X. EFFECT ON EMPLOYEE BENEFITS AND STATUS
- A. An employee granted a leave under this policy shall continue to be covered under the County's group health insurance plan and life insurance plan (if applicable) under the same conditions as coverage would have been provided if he/she had been continuously employed during the leave period.
  - B. Employee contributions, if applicable, will be required either through payroll deduction or by direct payment to the Finance Department. Employee contributions are subject to any rate changes that occur while the employee is on leave, as well as any changes in plan coverage or insurance carriers.
  - C. If an employee's contribution is more than 30 days late, the County may terminate the employee's insurance coverage. However, the employee will be mailed a notice at least 15 days before coverage is to cease, advising that insurance will be dropped if the premium is not received by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
  - D. If the employee fails to return from Family and Medical leave for reasons other than (1) continuation of a serious health condition of the employee or a covered family member, or, (2) circumstances beyond the employee's control, Kings County may seek reimbursement from the employee for the portion of the premiums paid by the County on behalf of the employee (also known as the employer contribution) during the period of leave.
  - E. An employee on an approved Family and Medical Leave retains employee status. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose service hours accrued prior to the leave start date.
  - F. Postponement of the employee's anniversary date and any applicable step increase shall occur as provided for in Section 7020 of the Personnel Rules.

XI. JOB PROTECTION

- A. Right to Reinstatement  
Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period. The taking of leave will not affect the County's right to eliminate an employee's position or terminate an employee while on leave. **Employee's failure to return to work when leave entitlements are exhausted may result in termination of employment.** The employee retains applicable rights of appeal.

B. Employee's Obligation to Periodically Report on His/Her Condition

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

C. Fitness-for-Duty Certification

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

D. Reinstatement of Key Employees

The County of Kings may deny reinstatement to a key employee (i.e., an employee who is among the highest paid 10 percent of all employed by the County of Kings within 75 miles of the work site) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the County of Kings, and the employee is notified of the County of Kings' intent to deny reinstatement on such basis at the time the employee determines that such injury would occur.

XII CIRCUMSTANCES UNDER WHICH LEAVE MAY BE DENIED OR DELAYED

- A. Leave may be delayed or denied if an employee fails to provide valid, timely medical certification or recertification, as required.
- B. Reinstatement from leave may be delayed if an employee fails to provide a "May Return to Work" note or certification from their medical provider.
- C. Reinstatement from leave may be denied if an employee's position was eliminated prior to reinstatement for reasons unrelated to the leave.
- D. Continued leave and reinstatement will be denied if an employee advises the County that he/she does not intend to return to work.
- E. Leave and/or reinstatement may be denied if an employee obtains or attempts to obtain CFRA/FMLA fraudulently.

XIII. COORDINATION WITH CALIFORNIA PREGNANCY DISABILITY LEAVE (PDL)

- A. Under California law, a female employee may take leave when she is disabled by pregnancy, childbirth, or a related medical condition. Pregnancy Disability Leave (PDL) is separate and distinct from the provisions of the CFRA and FMLA Family and Medical Leave laws.
- B. The maximum possible leave entitlement for PDL, FMLA and CFRA is four months plus 12 work weeks. This assumes that the employee is medically disabled by pregnancy, childbirth or related medical conditions for four months, and then requests, and is eligible for, CFRA leave for the newborn care or bonding leave with a new minor child.
- C. A female employee may take up to four months Pregnancy Disability Leave (PDL) if she is, in the medical opinion of her treating physician or other treating licensed health care practitioner, unable to perform the essential duties of her job or to perform them without undue risk to herself or others. For a regular full-time employee who works five 8-hour days per week, 4 months is equivalent to 88 workdays. For eligible employees who work more or less than five days a week, or who work on alternative work schedules, the number of workdays (or hours) which constitute 4 months is calculated on a pro-rata basis.
- D. At the end of the employee's period of pregnancy disability, or at the end of four months of Pregnancy Disability Leave, whichever occurs first, the employee, if eligible, may request to take Family and Medical Leave of up to 12 workweeks for the birth of her child, if the child has been born by this date.

If at the end of the maximum of four months of PDL the employee is not released by her treating physician or licensed health care practitioner to return to duty and she has not yet given birth, she may request Family and Medical Leave (under CFRA), if eligible, for a serious health condition as defined by applicable law. The employee must provide the required medical certification.

- E. Once the employee is released from pregnancy disability, there is no requirement that either the employee or her newborn child have a serious health condition in order for the employee to request and be granted up to 12 weeks of Family and Medical Leave for newborn care or bonding with a new minor child.
- F. The employee will be required to use sick leave concurrently with leave that also qualifies as PDL prior to going into unpaid status.
- G. The employee may choose, but will not be required, to use vacation or compensatory leave concurrently with PDL prior to going into unpaid status.

#### XIV. COORDINATION WITH CALIFORNIA PAID FAMILY LEAVE (PFL)

- A. Eligible employees who contribute through payroll deduction to State Disability Insurance (SDI) may apply to the California Employment Development Department (EDD) for up to six (6) weeks of wage replacement benefits in a 12-month period:
  - (1) To bond with a new minor child after birth, adoption or foster care placement.
  - (2) To care for a parent, child, spouse or registered domestic partner with a serious health condition, as defined in the law.

- B. Under the California Paid Family Leave law, the right to benefits does not create or confer a right to leave or job protection. There is no requirement that the County grant leave for a PFL-qualifying event even if the employee is eligible to receive SDI benefits under the law.

However, if an employee is eligible for Family and Medical Leave and a PFL-qualifying event also qualifies under CFRA/FMLA, any approved leave under PFL shall run concurrent with any CFRA/FMLA entitlement within the employee's defined 12-month period.

- C. If an employee is not eligible for Family and Medical Leave when a PFL-qualifying event occurs, the employee may request a Personal Leave of Absence from his/her Department Head. The granting of Personal Leave is solely at the County's discretion and may be denied based on the operational needs of the Department.



# 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 Resources – Carolyn Leist

**SUBJECT:** WORKPLACE VIOLENCE PREVENTION POLICY AND PLAN UPDATE

**SUMMARY:**

**Overview:**

The County’s Workplace Violence Prevention Policy was established on June 18, 2002. The policy and plan have been revised to incorporate legislative changes that are required to go into effect by July 1, 2024.

**Recommendation:**

**Approve the revised Workplace Violence Prevention Policy and Plan.**

**Fiscal Impact:**

None.

**BACKGROUND:**

On September 30, 2023, California Senate Bill 553 (SB 553) was signed into law and California Labor Code section 6401.9 will be in effect and enforceable on July 1, 2024. Employers are required to address workplace violence hazards to protect employees and comply with the regulatory requirement of establishing, implementing, and maintaining an effective written workplace violence prevention plan (WVPP). The County is required to update the policy in accordance with these requirements, which include identifying the personnel who will be responsible for implementing the plan, describing how incidents are going to be reported, and setting aside and establishing procedures for post-incident reporting and investigation.

Human Resources revised the County’s workplace violence prevention policy and plan in accordance with Labor Code 6401.9 and guidance from resources provided by the Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA. This draft policy and request form was distributed to all department heads

(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**

### **WORKPLACE VIOLENCE PREVENTION POLICY AND PLAN UPDATE**

**June 25, 2024**

**Page 2 of 2**

for input and any feedback was incorporated into the final draft. Additionally, each bargaining unit also received the drafted policy and request form for review and were provided an opportunity to meet and confer on the impacts of the policy. The proposed policy and request form are attached.

	<p align="center"><b>COUNTY OF KINGS</b> California <b>POLICY MANUAL</b></p>	<p><b>Number: 10-19</b> BOS Agenda Date: June 25, 2024</p>
<p><b>SUBJECT</b> Workplace Violence Policy</p>	<p>By Action of the Board of Supervisors  <input type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance  <input checked="" type="checkbox"/> Policy</p>	
<p><b>DEPARTMENT</b> Human Resources</p>	<p>Effective Date: July 1, 2024                  Revision Date(s): June 18, 2002, June 25, 2002</p>	

It is the policy of Kings County to provide a safe and secure working environment reasonably free from fear of violence, aggression, intimidation, harassment, or retaliation for all employees. Acts or threats of violence against the life, health or well-being of employees or members of their family or their property either in the workplace or in connection with that employee's conduct of County business will not be tolerated. Any such acts by County employees towards others constitutes grounds for disciplinary action up to and including dismissal from County employment and could result in criminal prosecution. A threat may, in and of itself, constitute grounds for discipline regardless of whether or not the perpetrator intended to carry out the threat.

**1.0 Purpose**

To establish and maintain a workplace that is free from violence, threats, intimidation, and any form of disruptive behavior.

**2.0 Application**

This policy applies to all County employees, regardless of job title or probationary, permanent or extra-help status; contractors and vendors. Further, this policy applies to conduct in the course of work, as well as to conduct in work-related settings, such as during attendance at off-County-work-site meetings, conferences, trainings, trips, or County-related social events.

2.1 The following workplace is exempt from this policy:

A workplace that an employee has chosen to telework from that is not under the control of the County.

**3.0 Responses to Immediate Threat or Danger**

**THIS POLICY DOES NOT REQUIRE OR ENCOURAGE EMPLOYEES TO INTERVENE IN A VIOLENT SITUATION OR PLACE THEMSELVES IN DANGER.**

3.1 In the event of an immediate threat or violent act contact the appropriate law enforcement agency.

- 3.2 All people whether employed by the County or not should be evacuated from the area if it is warranted and can be done safely. The evacuation shall follow the procedures contained in the Emergency Guidelines section of the Injury and Illness Prevention Program (IIPP).
- 3.3 In the event of an emergency, including a Workplace Violence Emergency, contact the appropriate contacts found in Appendix A.

#### **4.0 Definitions**

This policy will address the hazards known to be associated with the four major types of workplace violence as outlined by Cal OSHA and violent acts defined.

- 4.1 Type I involves a violent act or threat of violence by an assailant with no legitimate business at the County and includes violent acts by anyone who enters the workplace or approaches County employees with the intent to commit a crime.
- 4.2 Type II involves a violent act or threat of violence by a recipient of service provided by our County such as a client, patient, customer, probationer, inmate or juvenile ward.
- 4.3 Type III involves a violent act or threat of violence by a current or former employee, supervisor or manager.
- 4.4 Type IV involves a violent act or threat of violence committed on County property by a person who does not work at the County, but has or is known to have had a personal relationship with a County employee, such as an employee's spouse or significant other, an employee's relative or friend, or another person, other than a recipient of service, who has a dispute with a County employee.
- 4.5 Violent Acts Defined: Acts constituting violent behavior will not be tolerated. Violent actions include but are not limited to the following:
  - 4.5.1 Striking, punching, slapping, spitting or otherwise assaulting another person.
  - 4.5.2 Fighting or challenging another person to fight.
  - 4.5.3 Grabbing, pinching or touching another person in an unwanted way whether sexual or otherwise.
  - 4.5.4 Engaging in dangerous, threatening or unwanted horseplay.
  - 4.5.5 Possession of a firearm, replica firearm, explosive device, or incendiary device on County property, in County vehicles, in other County equipment or while engaged in activities for the County in other locations, unless such possession or use is a requirement of the job or otherwise legally permitted or authorized.

- 4.5.6 Use or threat of use, of any object intended as a weapon of aggression (i.e. as opposed to justifiable self-defense), while engaged in County business at any location, or on County property, including parking lots, other exterior premises, or while in or using County vehicles.
- 4.5.7 Threatening harm or harming another person, or any other action or conduct that implies the threat of bodily harm.

## **5.0 Prohibited Behavior**

For the purposes of this policy violence shall be defined as:

- 5.1 Verbal violence - Threats, verbal abuse, or harassment involving language designed to threaten, intimidate or do harm.
- 5.2 Physical violence - Unwelcome physical contact between two parties. Physical violence includes assaults, sexual assaults or property damage deliberately caused.
- 5.3 Written violence - Written threats including letters, notes, plans or drawings describing, detailing, warning or delivering threats.
- 5.4 Prohibited acts include threatening, intimidating, coercing, harassing or assaulting an employee, a member of an employee's family, or other person, if in connection with that employee's County employment; or intentionally damaging property owned, operated or leased by the County.

## **6.0 Employer Responsibilities**

All Department Heads, Managers and supervisors share the responsibility for implementing and enforcing the provisions of this policy for Kings County. The County shall:

- 6.1 Conduct new employee orientation on the County workplace violence prevention policies, procedures, and work practices.
- 6.2 Conduct annual review of the County Illness and Injury Prevention Program (IIPP) for Workplace Violence Prevention with all departments.
- 6.3 Present training programs designed to address specific aspects of workplace violence prevention unique to each Department's working environment.
- 6.4 Post or distribute workplace violence prevention information that will inform employees and management at all levels of County policies.
- 6.5 Implement and communicate a procedure that encourages employees to inform management about workplace violence prevention hazards or threats of violence.



- 6.6 Will not prevent employees from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety.
- 6.7 Workplace violence incidents involving County employees must be investigated to determine if steps can be implemented to prevent like incidents from recurring and/or to gather information for possible criminal/civil action. A departmental investigation shall be completed to determine if the workplace violence incident could have been prevented or if retraining is required.
- 6.8 Investigate employees' concerns in a timely manner and inform the employees of the results of the investigation and any corrective actions to be taken.
- 6.9 Human Resources and the Risk Manager will monitor the effectiveness of the County's workplace violence prevention practices.
- 6.10 Human Resources and department representatives will conduct training of all managers, supervisors, employees and new-hires on this policy. Each current employee and each newly hired employee will be given and required to read and sign a copy of the policy statement at the time of training.
- 6.11 The County and department representatives shall ensure annual training thereafter.
- 6.12 The County shall provide training on all of the following subjects:
  - 6.12.1 The County's Workplace Violence Prevention Plan, how to obtain a copy of the County's Plan at no cost, and how to participate in the development and implementation of the County's Plan;
  - 6.12.2 Definitions and requirements of the Plan;
  - 6.12.3 How to report Workplace Violence incidents or concerns to the County or law enforcement without fear of reprisal;
  - 6.12.4 Workplace Violence hazards specific to the employees' jobs, the corrective measures the County has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm;
  - 6.12.5 The County's Violent Incident Log, and how to obtain copies of records related to Workplace Violence;
  - 6.12.6 The training shall include an opportunity for interactive questions and answers with a person knowledgeable about the County's Plan; and
  - 6.12.7 The County shall provide additional training when a new or previously

unrecognized Workplace Violence hazard has been identified and when changes are made to the Plan.

## **7.0 Employee Responsibilities**

All employees of Kings County are an integral part of a successful workplace violence prevention program. Employees shall:

- 7.1 Review and fully comply with the policy.
- 7.2 Request information from those who should be familiar with this policy (the trainer, supervisor, manager or Department Head) to clarify any points of misunderstanding.
- 7.3 All employees are encouraged to take an active role in creating a safe work environment.

## **8.0 Compliance**

Kings County is committed to ensuring that the safety and health policies and procedures involving workplace violence prevention are communicated to and observed by all employees. To this end:

- 8.1 Employees, supervisors and managers will become familiar with the County Policy on workplace violence prevention. All employees will be provided with, and required to review and sign off on, a copy of the policy statement.
- 8.2 Failure to comply with workplace violence prevention practices may result in disciplinary action up to and including termination.
- 8.3 Inspections for workplace violence hazards will be conducted annually in the context of the annual Injury and Illness Prevention Program (IIPP) audit. This inspection will consist of the identification and evaluation of the potential hazards of any changes in workplace function. Records of workplace violence inspections, including the name of the person conducting the inspection, are to be recorded and retained for five years.

## **9.0 Workplace Violence Prevention Plan**

Procedures, roles and responsibilities can be found in the Workplace Violence Prevention Plan below.

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**COUNTY OF KINGS WORKPLACE VIOLENCE  
PREVENTION PLAN**

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The purpose of the County’s Workplace Violence Prevention Plan (“Plan” or “WVPP”) is to establish, implement, and maintain an effective workplace violence prevention plan as required under Labor Code sections 6401.7 and 6401.9. Specifically, the Plan contains procedures to address the following statutory requirements:

1. Record information in a Violent Incident Log for every incident of Workplace Violence, as defined below.
2. Provide effective training to employees on the legal requirements related to the prevention of workplace violence, including but not limited to the County’s WVPP.
3. Maintain records of the following: (a) Workplace Violence hazards, (b) County employee (hereinafter referred to as “employees”) trainings, (c) Violent Incident Logs, and (d) the investigation of any incident of Workplace Violence.
4. Ensure certain records are made available to the Division of Occupational Safety and Health (“DOSH”), employees, and any authorized employee representatives.

**A. Roles**

The individual(s) identified below shall serve as the County’s Workplace Violence Prevention Coordinator and is authorized to and responsible for implementing the WVPP:

<b>Title</b>	<b>Contact Information</b>	<b>WVPP Responsibilities</b>
Risk Manager or Designee	(559)852-2375	Establishes and coordinates Work Practice Controls.
Human Resources Director or Designee	(559)852-2510	Responds to reports of Workplace Violence Incidents and Workplace violence hazards, including investigating incidents of Workplace Violence and Workplace Violence hazards.

**B. Worksite Security Rules**

- a. Suspicious Persons: All employees should be alert to persons whose actions or presence appear to be of suspicious nature not typically expected of an ordinary employee, customer, or visitor. If employees have doubts concerning the intentions of any such person, they should avoid the individual if possible, quickly but quietly notify a manager, and/or follow other applicable security procedures.
- b. Access to Premises: Employees should be on the premises only during normal business hours or authorized hours of work.
- c. Visitors: Individuals not employed by the County should be accompanied by a County employee when they are authorized by the department head or designee, access to areas normally restricted to employees only.

### **C. Hazard Assessment**

Each department will perform workplace violence hazard assessments for security in the form of periodic inspections. The Risk Manager, Human Resources, or other designated representative may provide assistance with the inspections. The County will solicit employees regarding the identification, evaluation, and correction of any Workplace Violence hazards and provide a means by which employees may provide anonymous feedback regarding the identification, evaluation, and correction of any Workplace Violence Hazards during the required training. A hazard assessment shall be conducted according to the following:

- a. When the Injury and Illness Prevention Policy (IIPP) for Workplace Violence is initially established.
- b. When new or previously unidentified workplace violence hazards are recognized.
- c. When potential workplace violence conditions warrant an inspection.
- d. Subsequent to an incident.

### **D. Inspections**

- a. Annual Inspections: Inspections for workplace violence hazards will be conducted annually in the context of the annual Injury and Illness Prevention Policy (IIPP) audit. This inspection will consist of identification and evaluation of the potential hazards of any changes in workplace function. Records of workplace violence inspections, including the name of the person conducting the inspection, are to be recorded and retained for five years.
- b. Periodic Inspections: Inspections to identify and evaluate workplace violence and hazards will be performed by the following designated personnel in the following areas of the workplace:

<b>Specific Person and Extension</b>	<b>Area/Department/Specific location</b>
Risk Manager, extension 2374	Countywide

### **E. Correction of Workplace Violence Hazards**

After the identification and investigation of a Workplace Violence hazard and after a Workplace Violence Hazard inspection, the County will take appropriate steps to correct the hazard and prevent or control future or potential hazards by implementing the following measures:

- a. Removal of Employees: In the event that a Workplace Violence hazard exists that cannot be immediately corrected without endangering employees or property, the County will remove all employees from the work site except those necessary to correct the existing hazard. Employees who are necessary to correct the hazard will be provided with necessary protection in order to protect them from the hazard.
- b. Training: The County will educate employees about the identified hazard in subsequent WVPP training as outlined in the Workplace Violence Prevention Policy.

- c. Notice to Affected Employees: The County will notify affected employees in writing of the corrective measures the County implemented to address the Workplace Violence hazard.

## **F. Reporting**

Episodes of workplace violence can only be reduced if employees are willing to report threats of violent behavior.

- a. Any employee who believes he or she has been a subject of workplace violence shall report the alleged act of workplace violence or threat of violence to a supervisor, manager, Department Head, Risk Manager or Human Resources. An employee may also report the incident to the appropriate law enforcement agency.
- b. Information about a workplace violence incident will remain confidential and will be disclosed as permitted by law only to those who have a need to know. No one who initiates a good faith complaint or reports an incident under this policy will be subject to adverse personnel action.
- c. Supervisors and managers who have received reports of or have knowledge of workplace violence situations shall inform a Department Head and Human Resources immediately.
- d. The appropriate law enforcement agency shall be notified of the incident.
- e. A Workplace Violence Incident Report Form (see Appendix B), must be completed in any event of workplace violence.
  - i. Information recorded in the Form should be based on information solicited from the employees who experienced an incident of Workplace Violence, the employees who witnessed an incident of Workplace Violence, and/or on the findings from an investigation into an incident of Workplace Violence.
  - ii. The County should omit any personally identifying information sufficient to allow identification of any person involved in a Workplace Violence incident (e.g., victim and witnesses), including, but not limited to the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

## **G. Investigating the Report of Workplace Violence**

The County shall respond to reports of Workplace Violence or a Threat of Violence by promptly initiating an investigation, as applicable.

- a. The County's investigation of Workplace Violence or a Threat of Violence may include, but not necessarily be limited to, the following steps or measures, as applicable:
  - i. Visiting the scene of an incident as soon as safe and practicable;
  - ii. Collection of facts on who, what, when, where, and how the incident occurred;

- iii. Collection of statements from involved parties, such as employees, witnesses, law enforcement, and/or security personnel;
- iv. Reviewing security footage of existing security cameras if applicable;
- v. Collection of photographic or video evidence of damage or injuries, where appropriate;
- vi. Examining the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator;
- vii. Consultation with the affected employees, and witnesses, and to identify potential contributing causes;
- viii. Obtaining any reports completed by law enforcement;

## **H. Recordkeeping**

- a. The County shall maintain records as noted in Appendix B.
- b. The County shall ensure that records of Workplace Violence Incident Investigations do not contain any medical information including any information in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental health application information, reproductive or sexual health application information, mental or physical condition, or treatment that includes or contains any element of personal identifying information sufficient to allow identification of the individual.

## **I. Access**

The County makes the WVPP available and accessible to employees, Designated Representative, and representatives of the Department of Occupational Safety and Health "DOSH" at all times.

- a. Employees: The County will provide access to the WVPP to employees as follows:
  - i. The County has made and will continue to make the WVPP available and will provide access to employees by providing an employee a physical copy of the WVPP within five (5) business days of receiving the request for access from the employee.
  - ii. Whenever an employee requests a copy of the WVPP, the County shall provide the requesting employee a printed copy of the WVPP, unless the employee agrees to receive an electronic copy of the WVPP.
  - iii. An employee can Access the WVPP through the County's Intranet, <https://inside.countyofkings.com/departments/human-resources/policies-procedures>, where the employee can review, print, and email the current version of the WVPP. Additionally, the policy and acknowledgement form are available in the employees NEOGOV dashboard.
- b. Designated Representatives

County Of Kings Workplace Violence Prevention Policy

The County will make the WVPP available and provide access to Designated Representatives upon request.

c. DOSH Representatives

The County will make the WVPP available and provide access to DOSH representatives upon request.

## **Index**

***Emergency*** - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

***Log*** - The violent incident log required by LC section 6401.9.

***Plan*** - The workplace violence prevention plan required by LC section 6401.9.

***Serious injury or illness*** - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

***Threat of violence*** - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

***Workplace violence*** - Any act of violence or threat of violence that occurs in a place of employment.

***Workplace violence*** includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

***Workplace violence*** does not include lawful acts of self-defense or defense of others.



## Appendix A

In the event of an emergency, including a Workplace Violence Emergency, please contact the appropriate contacts below:

### Local Law Enforcement\*

<u>Responsible Persons</u>	<u>Responsibility(ies)</u>	<u>Phone #</u>
Sheriff/Police	Immediate danger	9-1-1
Dispatch (Sheriff)	Non-immediate safety threat	(559) 852-2720
Hanford Police	Non-immediate safety threat	(559) 585-2535
Lemoore Police	Non-immediate safety threat	(559) 585-2535
Avenal Police	Non-immediate safety threat	(559) 386-4444
Corcoran Police	Non-immediate safety threat	(559) 992-5151 option 1

\*When to contact 9-1-1:

1. Immediate danger.
2. Physical assault.
3. Imminent threats.

All other non-violent reporting should be made to Dispatch or Local Police.

Employees are encouraged to “say something if you see something,” regardless of the threat level.

### Administration\*\*

<u>Job Title/Position</u>	<u>WVPP Responsibility(ies)</u>	<u>Phone #</u>
County Administrative Officer	Responsible for emergency response and notifications to employees.	(559) 852-2375
Risk Manager	Responsible for emergency response, hazard identification, and coordination with other employers; conducts safety inspections, and coordinates emergency response procedures.	(559) 852-2375

\*\* When to contact Administration:

1. When an immediate threat compromises employee and/or public safety.
2. For reporting requirements under DOSH, better known as CalOSHA.

3. Non-immediate threats: Verbal threats or harassment that does not pose an immediate danger.
4. Property Damage: For documentation and investigation. If the threat is severe, contact local law enforcement as well.

**Human Resources\*\*\***

<b>Responsible Persons</b>	<b>Responsibility(ies)</b>	<b>Phone #</b>
Human Resources Director	Responsible for investigations and conducting training.	(559) 852-2510
Human Resources Manager	Responsible for investigations and conducting training.	(559) 852-2510

\*\*\*When to contact Human Resources:

1. Non-immediate threats: Verbal threats or harassment that does not pose an immediate danger.
2. Property Damage: For documentation and investigation. If the threat is severe, contact local law enforcement as well.
3. Workplace Violence Policy violations.

The following individuals can be contacted by the Human Services Agency and Behavioral Health located in buildings 8, 12 and 13 in the event of a non-emergency situation (e.g., confrontational client):

<b>Job Title/Position</b>	<b>Phone #</b>
Security Officer	(559) 852-1574 or (559) 852-4612

**ALL EMPLOYEES ARE REQUIRED TO CONTACT THEIR DEPARTMENT HEAD, ADMINISTRATION, AND HUMAN RESOURCES IN THE EVENT OF ANY WORKPLACE VIOLENCE INCIDENT ONCE THE IMMEDIATE THREAT HAS BEEN CONTROLLED.**

Employees are responsible for ensuring their phone numbers are kept current in County records to receive emergency text messages. Employees can update their information through their department HR liaison (e.g., Executive Secretary).

## Appendix B

### Workplace Violence Incident Report Form

*The Workplace Violence Incident Report Form (“Form”) is used to record incidents of “Workplace Violence” as defined below.*

*“Workplace Violence” means any act of violence or threat of violence that occurs in the place of employment.*

Recording Information from the Form in the Violent Incident Log: *The County should record information regarding the Workplace Violence incident in the County’s Violent Incident Log.*

<b>Date of Report</b>	<b>Date of Incident</b>	<b>Time of Incident</b> am/pm	<b>Employee Completing Report</b>	
			Name:	Title:
<b>Incident Location</b>		<b>Workplace Violence Type</b>		
<input type="checkbox"/> Office <input type="checkbox"/> Parking Lot <input type="checkbox"/> Offsite/Outside Workplace <input type="checkbox"/> Breakroom <input type="checkbox"/> Restroom <input type="checkbox"/> Other: _____ _____		<input type="checkbox"/> <b>Type 1 Violence:</b> Workplace Violence committed by a person who has no legitimate business at the worksite (includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime). <input type="checkbox"/> <b>Type 2 Violence:</b> Workplace Violence directed at employees by customers, clients, patients, students, inmates, or visitors.  <input type="checkbox"/> <b>Type 3 Violence:</b> Workplace Violence against an employee by a present or former employee, supervisor, or manager. <input type="checkbox"/> <b>Type 4 Violence:</b> Workplace Violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.		
<b>Type of Incident (All that Apply)</b>		<b>Perpetrator Classification (One)</b>	<b>Circumstances at Time of Incident (All that Apply)</b>	
<input type="checkbox"/> Physical attack without a weapon, e.g., biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, spitting. <input type="checkbox"/> Attack with a weapon/object, e.g., firearm, knife, other object. <input type="checkbox"/> Threat of physical force/threat of the use of a weapon/other object. <input type="checkbox"/> Sexual assault/threat. e.g., rape, attempted rape, physical display, unwanted verbal/physical sexual contact. <input type="checkbox"/> Animal Attack. <input type="checkbox"/> Other: _____ _____		<input type="checkbox"/> Client/Customer <input type="checkbox"/> Family/Friend of a client/customer <input type="checkbox"/> Stranger with criminal intent <input type="checkbox"/> Coworker <input type="checkbox"/> Supervisor/Manager <input type="checkbox"/> Partner/Spouse <input type="checkbox"/> Parent/Relative <input type="checkbox"/> Other: _____ _____ _____	<input type="checkbox"/> Employee was completing usual job duties. <input type="checkbox"/> Employee was working in poorly lit areas. <input type="checkbox"/> Employee was rushed. <input type="checkbox"/> Employee was working during a low staffing level. <input type="checkbox"/> Employee was isolated or alone. <input type="checkbox"/> Employee was unable to get help or assistance. <input type="checkbox"/> Employee was working in a community setting. <input type="checkbox"/> Employee was working in an unfamiliar or new location.	

**Detailed Description of Incident (Including description of location and circumstances surrounding Workplace Violence incident). Note: Do not include personal information or medical information of victims or witnesses.**

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**Authorities Contacted**

**If law enforcement/security was contacted, please detail their response:**

- Law Enforcement
  - Security
  - Other:
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## Appendix C

The County shall maintain records as noted below:

<b>Type of Record</b>	<b>Maintenance Period</b>
Records of Workplace Violence hazard identification, evaluation, and correction	Minimum of five (5) years
Training records, including training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions	Minimum of one (1) year
Violent Incident Logs	Minimum of five (5) years
Records of Workplace Violence incident investigations. These records must not contain medical information.	Minimum of five (5) years

## Appendix D



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### COUNTY OF KINGS POLICY ON VIOLENCE AND THREATS OF VIOLENCE IN THE WORKPLACE ACKNOWLEDGMENT FORM

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It is the policy of Kings County to provide a safe, secure and healthful working environment free from the fear of violence, aggression, intimidation, harassment or retaliation for all employees. Acts or threats of violence against the life, health, well-being of employees or members of their family or their property either in the workplace or in connection with that employee's conduct of County business will not be tolerated.

Any such acts or threats by employees of the County toward others constitute grounds for dismissal from County employment and may result in criminal prosecution. The act or threat will, in and of itself, constitute grounds discipline up to and including termination.

This policy covers acts or threats of violence, whether made directly or indirectly, including but not limited to: words, gestures, correspondence, phone calls or other electronic communication, symbols or physical acts which threaten the safety or security of County employees or which may inhibit County employees from conducting business or providing services in an environment of safety and security.

This also includes, but is not limited to, threats on County premises, at County functions or any other location where violence or threats of violence may have an adverse impact on the County's ability to do business or provide services.

I understand that it is my responsibility to report any actual or threatened violence in the workplace immediately to my supervisor, manager, Department Head or the Human Resources Department. I also understand that in cases where there is an imminent potential for violence, that I am authorized to contact the appropriate law enforcement agency.

**I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE KINGS COUNTY WORKPLACE VIOLENCE PREVENTION POLICY AND PLAN, AND IT HAS BEEN DISCUSSED WITH ME.**

**I ACKNOWLEDGE THAT THIS POLICY AND PLAN CAN ALSO BE FOUND VIA FORMS IN MY NEOGOV DASHBOARD.**

\_\_\_\_\_  
Employee Name (please print clearly)


\_\_\_\_\_  
Department

\_\_\_\_\_  
SSN or Employee ID #

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

H:\pol\_proc\workplace violence policy.doc

	<b>COUNTY OF KINGS</b> <b>California</b> <b>POLICY MANUAL</b>	<b>Number: 10-19</b> _____ <b>BOS Agenda Date:</b> <u>June 25, 2024</u> _____
<u>SUBJECT</u> <u>Workplace Violence Policy</u>		<u>By Action of the Board of Supervisors</u> <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Policy
<u>DEPARTMENT</u> <u>Human Resources</u>		<u>Effective Date:</u> July 1, 2024 <u>Revision Date(s):</u> June 18, 2002, <u>June 25, 2002</u>



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## **COUNTY OF KINGS PROGRAM FOR WORKPLACE VIOLENCE PREVENTION**

Policy Statement: It is the policy of Kings County to provide a safe and secure working environment reasonably free from fear of violence, aggression, intimidation, harassment, or retaliation for all employees. Acts or threats of violence against the life, health or well-being of employees or members of their family or their property either in the workplace or in connection with that employee's conduct of County business will not be tolerated. Any such acts by County employees towards others constitutes grounds for disciplinary action up to and including dismissal from County employment and could result in criminal prosecution. A threat may, in and of itself, constitute grounds for discipline regardless of whether or not the perpetrator intended to carry out the threat.

1.0 Purpose: To establish and maintain a workplace that is free from violence, threats, intimidation, and any form of disruptive behavior.

2.0 Application: This policy applies to all County employees, regardless of job title or probationary, permanent or extra-help status; contractors and vendors. Further, this policy applies to conduct in the course of work, as well as to conduct in work-related settings, such as during attendance at off-County-work-site meetings, conferences, trainings, trips, or County-related social events.

2.1 The following workplace is exempt from this policy:

2.1.1 A workplace that an employee has chosen to telework from that is not under the control of the County.

3.0 Response to Immediate Threat or Danger:

THIS POLICY DOES NOT REQUIRE OR ENCOURAGE EMPLOYEES TO INTERVENE IN A VIOLENT SITUATION OR PLACE THEMSELVES IN DANGER.

3.1 In the event of an immediate threat or violent act contact the appropriate law enforcement agency.

3.2 All people whether employed by the County or not should be evacuated from the area if it is warranted and can be done safely. The evacuation shall follow the procedures contained in the Emergency Guidelines section of the Injury and Illness Prevention Program.

3.3 In the event of an emergency, including a Workplace Violence Emergency, contact the appropriate contacts found in Appendix A.

4.0 Definitions: This policy will address the hazards known to be associated with the ~~four~~three major types of workplace violence as outlined by Cal OSHA and violent acts defined.

4.1 Type I involves a violent act or threat of violence by an assailant with no legitimate business at the County and includes violent acts by anyone ~~relationship to the workplace~~ who enters the workplace or approaches County employees with the intent to commit a crime ~~inal act~~.

4.2 Type II involves a violent act or threat of violence by a recipient of service provided by our County such as a client, patient, customer, probationer, inmate or juvenile ward.

4.3 Type III involves a violent act or threat of violence by a current or former employee, supervisor or manager. ~~or any other person who has some employment related involvement with the County, such as an employee's spouse or significant other, an employee's relative or friend, or another person, other than a recipient of service, who has a dispute with a County employee.~~

4.4 Type IV involves a violent act or threat of violence committed on County property by a person who does not work at the County, but has or is known to have had a personal relationship with a County employee, such as an employee's spouse or significant other, an employee's relative or friend, or another person, other than a recipient of service, who has a dispute with a County employee.

4.5 Violent Acts Defined: Acts constituting violent behavior will not be tolerated. Violent actions include but are not limited to the following:



- 4.5.1 Striking, punching, slapping, spitting or otherwise assaulting another person.
- 4.5.2 Fighting or challenging another person to fight.
- 4.5.3 Grabbing, pinching or touching another person in an unwanted way whether sexual or otherwise.
- 4.5.4 Engaging in dangerous, threatening or unwanted horseplay.
- 4.5.5 Possession of a firearm, replica firearm, explosive device, or incendiary device on County property, in County vehicles, in other County equipment or while engaged in activities for the County in other locations, unless such possession or use is a requirement of the job or otherwise legally permitted or authorized.
- 4.5.6 Use or threat of use, of any object intended as a weapon of aggression (i.e. as opposed to justifiable self-defense), while engaged in County business at any location, or on County property, including parking lots, other exterior premises, or while in or using County vehicles.
- 4.5.7 Threatening harm or harming another person, or any other action or conduct that implies the threat of bodily harm.

5.0 Prohibited Behavior: For the purpose of this policy violence shall be defined as:

- 5.1 Verbal violence - Threats, verbal abuse, or harassment involving language designed to threaten, intimidate or do harm.
- 5.2 Physical violence - Unwelcome physical contact between two parties. Physical violence includes assaults, sexual assaults or property damage deliberately caused.
- 5.3 Written violence - Written threats including letters, notes, plans or drawings describing, detailing, warning or delivering threats.
- 5.4 Prohibited acts include threatening, intimidating, coercing, harassing or assaulting an employee, a member of an employee's family, or other person, if in connection with that employee's County employment; or intentionally damaging property owned, operated or leased by the County.

6.0 Employer Responsibilities: All Department Heads, Managers and supervisors share the responsibility for implementing and enforcing the provisions of this ~~policy~~rogram for

Kings County. The Countyemployer shall:

- 6.1 Conduct new employee orientation on the County workplace violence prevention policies, procedures, and work practices.
- 6.2 Conduct annual review of the County Illness and Injury Prevention Program (IIPP) for Workplace Violence Prevention with all departments.
- 6.3 Present training programs designed to address specific aspects of workplace violence prevention unique to each Department's working environment.
- 6.4 Post or distribute workplace violence prevention information that will inform employees and management at all levels of County policies.
- 6.5 Implement and communicate a procedure that encourages employees to inform management about workplace violence prevention hazards or threats of violence.
- 6.6 Will not prevent employees from accessing their mobile or other communication devices to seek emergency assistance, assess the safety of a situation, or communicate with a person to verify their safety.
- 6.7 Workplace violence incidents involving County employees must be investigated to determine if steps can be implemented to prevent like incidents from recurring and/or to gather information for possible criminal/civil action. A departmental investigation shall be completed to determine if the workplace violence incident could have been prevented or if retraining is required.
- 6.8 Investigate employees' concerns in a timely manner and inform the employees of the results of the investigation and any corrective actions to be taken.
- 6.9 Human Resources and the Risk Manager will monitor the effectiveness of the County's workplace violence prevention practices.
- 6.10 Human Resources and department representatives will conduct training of all managers, supervisors, employees and new-hires on this policy. Each current employee and each newly hired employee will be given and required to read and sign a copy of the policy statement at the time of training.
- 6.11 The County and department representatives shall ensure annual training thereafter.
- 6.12 The County shall provide training on all of the following subjects:

6.12.1 The County's Workplace Violence Prevention Plan, how to obtain a copy of the County's Plan at no cost, and how to participate in the development and implementation of the County's Plan;

6.12.2 Definitions and requirements of the Plan;

6.12.3 How to report Workplace Violence incidents or concerns to the County or law enforcement without fear of reprisal;

6.12.4 Workplace Violence hazards specific to the employees' jobs, the corrective measures the County has implemented, how to seek assistance to prevent or respond to violence, and strategies to avoid physical harm;

6.12.5 The County's Violent Incident Log, and how to obtain copies of records related to Workplace Violence;

6.12.6 The training shall include an opportunity for interactive questions and answers with a person knowledgeable about the County's Plan; and

6.12.7 The County shall provide additional training when a new or previously unrecognized Workplace Violence hazard has been identified and when changes are made to the Plan.

7.0 Employee Responsibilities: All employees of Kings County are an integral part of a successful workplace violence prevention program. Employees shall:

7.1 Review and fully comply with the policy.

7.2 Request information from those who should be familiar with this policy (the trainer, supervisor, manager or Department Head) to clarify any points of misunderstanding.

7.3 All employees are encouraged to take an active role in creating a safe work environment.

8.0 Compliance: Kings County is committed to ensuring that the safety and health policies and procedures involving workplace violence prevention are communicated to and observed by all employees. To this end:

8.1 Employees, supervisors and managers will become familiar with the County Policy on workplace violence prevention. All employees will be provided with, and required to review and sign off on, a copy of the policy statement.

8.2 Failure to comply with workplace violence prevention practices may result in disciplinary action up to and including termination.

8.3 Inspections for workplace violence hazards will be conducted annually in the context of the annual Injury and Illness Prevention Program audit. This inspection will consist of the identification and evaluation of the potential hazards of any changes in workplace function. Records of workplace violence inspections, including the name of the person conducting the inspection, are to be recorded and retained for five years.

9.0 Workplace Violence Prevention Plan: Procedures, roles and responsibilities can be found in the Workplace Violence Prevention Plan below.

~~7.0 — Violent Acts Defined: Acts constituting violent behavior will not be tolerated. Violent actions include but are not limited to the following:~~

~~7.1 — Striking, punching, slapping, spitting or otherwise assaulting another person.~~

~~7.2 — Fighting or challenging another person to fight.~~

~~7.3 — Grabbing, pinching or touching another person in an unwanted way whether sexual or otherwise.~~

~~7.4 — Engaging in dangerous, threatening or unwanted horseplay.~~

~~7.5 — Possession of a firearm, replica firearm, explosive device, or incendiary device on County property, in County vehicles, in other County equipment or while engaged in activities for the County in other locations, unless such possession or use is a requirement of the job or otherwise legally permitted or authorized.~~

~~7.6 — Use or threat of use, of any object intended as a weapon of aggression (i.e. as opposed to justifiable self-defense), while engaged in County business at any location, or on County property, including parking lots, other exterior premises, or while in or using county vehicles.~~

~~7.7 — Threatening harm or harming another person, or any other action or conduct that implies the threat of bodily harm.~~

~~8.0 — Worksite Security Rules:~~

~~8.1 — Suspicious Persons: All employees should be alert to persons whose actions or presence appear to be of suspicious nature not typically expected of an ordinary employee, customer, or visitor. If employees have doubts concerning the~~

~~intentions of any such person, they should avoid the individual if possible, quickly but quietly notify a supervisor, and/or follow other applicable security procedures.~~

~~8.2 — Access to Premises: Employees should be on the premises only during normal business hours or authorized hours of work.~~

~~8.3 — Visitors: Individuals not employed by the County should be accompanied by a County employee when they are afforded access to areas normally restricted to employees only.~~

~~9.0 — Hazard Assessment: Each department will perform workplace violence hazard assessments for security in the form of periodic inspections. The County Safety Officer or other designated representative may provide assistance with the inspections. A hazard assessment shall be conducted according to the following:~~

~~9.1 — When the HPP for Workplace Violence is initially established.~~

~~9.2 — When new or previously unidentified workplace violence hazards are recognized.~~

~~9.3 — When potential workplace violence conditions warrant an inspection.~~

~~10.0 — Access Control Procedures: Each department will develop and implement a department-specific access control procedure as appropriate to the work area. The outcome from the hazard assessment, conducted in conjunction with the HPP audit, will be used to determine the appropriateness of these procedures.~~

~~11.0 — Reporting: Episodes of workplace violence can only be reduced if employees are willing to report threats of violent behavior.~~

~~11.1 — Any employee who believes he or she has been a subject of workplace violence shall report the alleged act of workplace violence or threat of violence to a supervisor, manager, Department Head or Human Resources Division. An employee may also report the incident to the appropriate law enforcement agency.~~

~~11.2 — Information about a workplace violence incident will remain confidential and will be disclosed only to those who have a need to know. No one who initiates a good faith complaint or reports an incident under this policy will be subject to adverse personnel action.~~

~~11.3 — Supervisors and managers who have received reports of or have knowledge of workplace violence situations shall inform a Department Head and Human Resources as soon as possible.~~

~~11.4 — The appropriate law enforcement agency shall be notified of the incident, at the discretion of the Department Head.~~

~~12.0 — Response to Immediate Threat or Danger: THIS POLICY DOES NOT REQUIRE OR ENCOURAGE EMPLOYEES TO INTERVENE IN A VIOLENT SITUATION OR PLACE THEMSELVES IN DANGER:~~

~~12.1 — In the event of an immediate threat or violent act contact the appropriate law enforcement agency.~~

~~12.2 — All people whether employed by the County or not should be evacuated from the area, if it is warranted and can be done safely. The evacuation shall follow the procedures contained in the Emergency Guidelines section of the Injury and Illness Prevention Program.~~

~~13.0 Investigations: Workplace violence incidents involving County employees must be investigated to determine if steps can be implemented to prevent like incidents from recurring and/or to gather information for possible criminal/civil action. A departmental investigation shall be completed to determine if the workplace violence incident could have been prevented or if retraining is required.~~

~~14.0 Monitoring: The County Safety Officer will monitor the effectiveness of the County's workplace violence prevention practices.~~

~~15.0 Training: The County Safety Officer, and other County representatives, will conduct training of all managers, supervisors, employees and new hires on this policy. Each current employee and each newly hired employee will be given and required to read and sign a copy of the policy statement at the time of training.~~

~~16.0 Annual Inspections: Inspections for workplace violence hazards will be conducted annually in the context of the annual Injury and Illness Prevention Program audit. This inspection will consist of identification and evaluation of the potential hazards of any changes in workplace function. Records of workplace violence inspections, including the name of the person conducting the inspection, are to be recorded and retained for five years.~~

~~17.0 — All employees are encouraged to take an active role in creating a safe work environment. Any questions or comments regarding this policy shall be directed to the Human Resources Division.~~

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**COUNTY OF KINGS WORKPLACE VIOLENCE  
PREVENTION PLAN**

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The purpose of the County’s Workplace Violence Prevention Plan (“Plan” or “WVPP”) is to establish, implement, and maintain an effective workplace violence prevention plan as required under Labor Code sections 6401.7 and 6401.9. Specifically, the Plan contains procedures to address the following statutory requirements:

1. Record information in a Violent Incident Log for every incident of Workplace Violence, as defined below.
  
2. Provide effective training to employees on the legal requirements related to the prevention of workplace violence, including but not limited to the County’s WVPP.
  
3. Maintain records of the following: (a) Workplace Violence hazards, (b) County employee (hereinafter referred to as “employees”) trainings, (c) Violent Incident Logs, and (d) the investigation of any incident of Workplace Violence.
  
4. Ensure certain records are made available to the Division of Occupational Safety and Health (“DOSH”), employees, and any authorized employee representatives.

A. Roles:

The individual(s) identified below shall serve as the County’s Workplace Violence Prevention Coordinator and is authorized to and responsible for implementing the WVPP:

<u>(“Title”)</u>	<u>Contact Information</u>	<u>WVPP Responsibilities</u>
<u>Risk Manager or Designee</u>	<u>(559)852-2375</u>	<u>Establishes and coordinates Work Practice Controls.</u>
<u>Human Resources Director or Designee</u>	<u>(559)852-2510</u>	<u>Responds to reports of Workplace Violence Incidents and Workplace violence hazards, including investigating incidents of Workplace Violence and Workplace Violence hazards.</u>

B. Worksite Security Rules:

- a. Suspicious Persons: All employees should be alert to persons whose actions or

presence appear to be of suspicious nature not typically expected of an ordinary employee, customer, or visitor. If employees have doubts concerning the intentions of any such person, they should avoid the individual if possible, quickly but quietly notify a manager, and/or follow other applicable security procedures.

b. Access to Premises: Employees should be on the premises only during normal business hours or authorized hours of work.

c. Visitors: Individuals not employed by the County should be accompanied by a County employee when they are authorized by the department head or designee, access to areas normally restricted to employees only.

#### C. Hazard Assessment:

Each department will perform workplace violence hazard assessments for security in the form of periodic inspections. The Risk Manager, Human Resources, or other designated representative may provide assistance with the inspections. The County will solicit employees regarding the identification, evaluation, and correction of any Workplace Violence hazards and provide a means by which employees may provide anonymous feedback regarding the identification, evaluation, and correction of any Workplace Violence Hazards during the required training. A hazard assessment shall be conducted according to the following:

a. When the Injury and Illness Prevention Policy (IIPP) for Workplace Violence is initially established.

b. When new or previously unidentified workplace violence hazards are recognized.

c. When potential workplace violence conditions warrant an inspection.

d. Subsequent to an incident.

#### D. Inspections:

a. Annual Inspections: Inspections for workplace violence hazards will be conducted annually in the context of the annual Injury and Illness Prevention Policy (IIPP) audit. This inspection will consist of identification and evaluation of the potential hazards of any changes in workplace function. Records of workplace violence inspections, including the name of the person conducting the inspection, are to be recorded and retained for five years.

b. Periodic Inspections: Inspections to identify and evaluate workplace violence and hazards will be performed by the following designated personnel in the following areas of the workplace:



<u>Specific Person and Extension</u>	<u>Area/Department/Specific location</u>
<u>Risk Manager, extension 2374</u>	<u>Countywide</u>

E. Correction of Workplace Violence Hazards

After the identification and investigation of a Workplace Violence hazard and after a Workplace Violence Hazard inspection, the County will take appropriate steps to correct the hazard and prevent or control future or potential hazards by implementing the following measures:

- a. Removal of Employees: In the event that a Workplace Violence hazard exists that cannot be immediately corrected without endangering employees or property, the County will remove all employees from the work site except those necessary to correct the existing hazard. Employees who are necessary to correct the hazard will be provided with necessary protection in order to protect them from the hazard.
- b. Training: The County will educate employees about the identified hazard in subsequent WVPP training as outlined in the Workplace Violence Prevention Policy.
- c. Notice to Affected Employees: The County will notify affected employees in writing of the corrective measures the County implemented to address the Workplace Violence hazard.

F. Reporting:

Episodes of workplace violence can only be reduced if employees are willing to report threats of violent behavior.

- a. Any employee who believes he or she has been a subject of workplace violence shall report the alleged act of workplace violence or threat of violence to a supervisor, manager, Department Head, Risk Manager or Human Resources. An employee may also report the incident to the appropriate law enforcement agency.
- b. Information about a workplace violence incident will remain confidential and will be disclosed as permitted by law only to those who have a need to know. No one who initiates a good faith complaint or reports an incident under this policy will be subject to adverse personnel action.
- c. Supervisors and managers who have received reports of or have knowledge of workplace violence situations shall inform a Department Head and Human Resources immediately.
- d. The appropriate law enforcement agency shall be notified of the incident.

e. A Workplace Violence Incident Report Form (see Appendix B), must be completed in any event of workplace violence.

i. Information recorded in the Form should be based on information solicited from the employees who experienced an incident of Workplace Violence, the employees who witnessed an incident of Workplace Violence, and/or on the findings from an investigation into an incident of Workplace Violence.

ii. The County should omit any personally identifying information sufficient to allow identification of any person involved in a Workplace Violence incident (e.g., victim and witnesses), including, but not limited to the person's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the person's identity.

#### G. Investigating the Report of Workplace Violence

The County shall respond to reports of Workplace Violence or a Threat of Violence by promptly initiating an investigation, as applicable.

a. The County's investigation of Workplace Violence or a Threat of Violence may include, but not necessarily be limited to, the following steps or measures, as applicable:

i. Visiting the scene of an incident as soon as safe and practicable;

ii. Collection of facts on who, what, when, where, and how the incident occurred;

iii. Collection of statements from involved parties, such as employees, witnesses, law enforcement, and/or security personnel;

iv. Reviewing security footage of existing security cameras if applicable;

v. Collection of photographic or video evidence of damage or injuries, where appropriate;

vi. Examining the workplace for security risk factors associated with the incident, including any previous reports of inappropriate behavior by the perpetrator;

vii. Consultation with the affected employees, and witnesses, and to identify potential contributing causes;

viii. Obtaining any reports completed by law enforcement;

#### H. Recordkeeping

- a. The County shall maintain records as noted in Appendix B.
- b. The County shall ensure that records of Workplace Violence Incident Investigations do not contain any medical information including any information in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding a patient's medical history, mental health application information, reproductive or sexual health application information, mental or physical condition, or treatment that includes or contains any element of personal identifying information sufficient to allow identification of the individual.

#### I. Access

The County makes the WVPP available and accessible to employees, Designated Representative, and representatives of the Department of Occupational Safety and Health "DOSH" at all times.

- a. Employees: The County will provide access to the WVPP to employees as follows:
  - i. The County has made and will continue to make the WVPP available and will provide access to employees by providing an employee a physical copy of the WVPP within five (5) business days of receiving the request for access from the employee.
  - ii. Whenever an employee requests a copy of the WVPP, the County shall provide the requesting employee a printed copy of the WVPP, unless the employee agrees to receive an electronic copy of the WVPP.
  - iii. An employee can Access the WVPP through the County's Intranet, <https://inside.countyofkings.com/departments/human-resources/policies-procedures>, where the employee can review, print, and email the current version of the WVPP. Additionally, the policy and acknowledgment form are available in the employees NEOGOV dashboard.

#### b. Designated Representatives

The County will make the WVPP available and provide access to Designated Representatives upon request.

#### c. DOSH Representatives

The County will make the WVPP available and provide access to DOSH representatives upon request.

## Index

*Emergency* - Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

*Log* - The violent incident log required by LC section 6401.9.

*Plan* - The workplace violence prevention plan required by LC section 6401.9.

*Serious injury or illness* - Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

*Threat of violence* - Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

*Workplace violence* - Any act of violence or threat of violence that occurs in a place of employment.

*Workplace violence* includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.
- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

*Workplace violence* does not include lawful acts of self-defense or defense of others.

## Appendix A

In the event of an emergency, including a Workplace Violence Emergency, please contact the appropriate contacts below:

### Local Law Enforcement\*

<u>Responsible Persons</u>	<u>Responsibility(ies)</u>	<u>Phone #</u>
<u>Sheriff/Police</u>	<u>Immediate danger</u>	<u>9-1-1</u>
<u>Dispatch (Sheriff)</u>	<u>Non-immediate safety threat</u>	<u>(559) 852-2720</u>
<u>Hanford Police</u>	<u>Non-immediate safety threat</u>	<u>(559) 585-2535</u>
<u>Lemoore Police</u>	<u>Non-immediate safety threat</u>	<u>(559) 585-2535</u>
<u>Avenal Police</u>	<u>Non-immediate safety threat</u>	<u>(559) 386-4444</u>
<u>Corcoran Police</u>	<u>Non-immediate safety threat</u>	<u>(559) 992-5151 option 1</u>

\*When to contact 9-1-1:

1. Immediate danger.
2. Physical assault.
3. Imminent threats.

All other non-violent reporting should be made to Dispatch or Local Police.

Employees are encouraged to “say something if you see something,” regardless of the threat level.

### Administration\*\*

<u>Job Title/Position</u>	<u>WVPP Responsibility(ies)</u>	<u>Phone #</u>
<u>County Administrative Officer</u>	<u>Responsible for emergency response and notifications to employees.</u>	<u>(559) 852-2375</u>
<u>Risk Manager</u>	<u>Responsible for emergency response, hazard identification, and coordination with other employers; conducts safety inspections, and coordinates emergency response procedures.</u>	<u>(559) 852-2375</u>

\*\* When to contact Administration:

1. When an immediate threat compromises employee and/or public safety.
2. For reporting requirements under DOSH, better known as CalOSHA.
3. Non-immediate threats: Verbal threats or harassment that does not pose an immediate danger.

4. Property Damage: For documentation and investigation. If the threat is severe, contact local law enforcement as well.

**Human Resources\*\*\***

<u>Responsible Persons</u>	<u>Responsibility(ies)</u>	<u>Phone #</u>
<u>Human Resources Director or designee</u>	<u>Responsible for investigations and conducting training.</u>	<u>(559) 852-2510</u>

**\*\*\*When to contact Human Resources:**

1. Non-immediate threats: Verbal threats or harassment that does not pose an immediate danger.
2. Property Damage: For documentation and investigation. If the threat is severe, contact local law enforcement as well.
3. Workplace Violence Policy violations.

The following individuals can be contacted by the Human Services Agency and Behavioral Health located in buildings 8, 12 and 13 in the event of a non-emergency situation (e.g., confrontational client):

<u>Job Title/Position</u>	<u>Phone #</u>
<u>Security Officer</u>	<u>(559) 852-1574</u>
<u>Security Officer</u>	<u>(559) 852-4612</u>

**ALL EMPLOYEES ARE REQUIRED TO CONTACT THEIR DEPARTMENT HEAD, ADMINISTRATION, AND HUMAN RESOURCES IN THE EVENT OF ANY WORKPLACE VIOLENCE INCIDENT ONCE THE IMMEDIATE THREAT HAS BEEN CONTROLLED.**

Employees are responsible for ensuring their phone numbers are kept current in County records to receive emergency text messages. Employees can update their information through their department HR liaison (e.g., Executive Secretary).

## Appendix B

### Workplace Violence Incident Report Form

*The Workplace Violence Incident Report Form (“Form”) is used to record incidents of “Workplace Violence” as defined below.*

*“Workplace Violence” means any act of violence or threat of violence that occurs in the place of employment.*

*Recording Information from the Form in the Violent Incident Log: The County should record information regarding the Workplace Violence incident in the County’s Violent Incident Log.*

<b>Date of Report</b>	<b>Date of Incident</b>	<b>Time of Incident</b> am/pm	<b>Employee Completing Report</b>	
			Name:	Title:
<b><u>Incident Location</u></b>		<b><u>Workplace Violence Type</u></b>		
<input type="checkbox"/> Office <input type="checkbox"/> Parking Lot <input type="checkbox"/> Offsite/Outside Workplace <input type="checkbox"/> Breakroom <input type="checkbox"/> Restroom <input type="checkbox"/> Other: _____ _____		<input type="checkbox"/> <b><u>Type 1 Violence:</u></b> Workplace Violence committed by a person who has no legitimate business at the worksite (includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime). <input type="checkbox"/> <b><u>Type 2 Violence:</u></b> Workplace Violence directed at employees by customers, clients, patients, students, inmates, or visitors. <input type="checkbox"/> <b><u>Type 3 Violence:</u></b> Workplace Violence against an employee by a present or former employee, supervisor, or manager. <input type="checkbox"/> <b><u>Type 4 Violence:</u></b> Workplace Violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.		
<b><u>Type of Incident (All that Apply)</u></b>		<b><u>Perpetrator Classification (One)</u></b>	<b><u>Circumstances at Time of Incident (All that Apply)</u></b>	
<input type="checkbox"/> Physical attack without a weapon, e.g., biting, choking, grabbing, hair pulling, kicking, punching, slapping, pushing, pulling, scratching, spitting. <input type="checkbox"/> Attack with a weapon/object, e.g., firearm, knife, other object. <input type="checkbox"/> Threat of physical force/threat of the use of a weapon/other object. <input type="checkbox"/> Sexual assault/threat. e.g., rape, attempted rape, physical display, unwanted verbal/physical sexual contact. <input type="checkbox"/> Animal Attack. <input type="checkbox"/> Other: _____ _____		<input type="checkbox"/> Client/Customer <input type="checkbox"/> Family/Friend of a client/customer <input type="checkbox"/> Stranger with criminal intent <input type="checkbox"/> Coworker <input type="checkbox"/> Supervisor/Manager <input type="checkbox"/> Partner/Spouse <input type="checkbox"/> Parent/Relative <input type="checkbox"/> Other: _____ _____ _____	<input type="checkbox"/> Employee was completing usual job duties. <input type="checkbox"/> Employee was working in poorly lit areas. <input type="checkbox"/> Employee was rushed. <input type="checkbox"/> Employee was working during a low staffing level. <input type="checkbox"/> Employee was isolated or alone. <input type="checkbox"/> Employee was unable to get help or assistance. <input type="checkbox"/> Employee was working in a community setting. <input type="checkbox"/> Employee was working in an unfamiliar or new location.	

**Detailed Description of Incident (Including description of location and circumstances surrounding Workplace Violence incident). Note: Do not include personal information or medical information of victim or witnesses.**


<b><u>Authorities Contacted</u></b>	<b><u>If law enforcement/security was contacted, please detail their response:</u></b>
<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Security <input type="checkbox"/> Other: <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>



## Appendix C

The County shall maintain records as noted below:

<u>Type of Record</u>	<u>Maintenance Period</u>
<u>Records of Workplace Violence hazard identification, evaluation, and correction</u>	<u>Minimum of five (5) years</u>
<u>Training records, including training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions</u>	<u>Minimum of one (1) year</u>
<u>Violent Incident Logs</u>	<u>Minimum of five (5) years</u>
<u>Records of Workplace Violence incident investigations. These records must not contain medical information.</u>	<u>Minimum of five (5) years</u>

**Appendix D**



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**COUNTY OF KINGS POLICY ON VIOLENCE  
AND THREATS OF VIOLENCE IN THE WORKPLACE**  
**ACKNOWLEDGEMENT FORM**

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It is the policy of Kings County to provide a safe, secure and healthful working environment free from the fear of violence, aggression, intimidation, harassment or retaliation for all employees. Acts or threats of violence against the life, health, well-being of employees or members of their family or their property either in the workplace or in connection with that employee's conduct of County business will not be tolerated.

Any such acts or threats by employees of the County toward others constitute grounds for dismissal from County employment and may result in criminal prosecution. The act or threat will, in and of itself, constitute grounds discipline up to and including termination.

This policy covers acts or threats of violence, whether made directly or indirectly, including but not limited to: words, gestures, correspondence, phone calls or other electronic communication, symbols or physical acts which threaten the safety or security of County employees or which may inhibit County employees from conducting business or providing services in an environment of safety and security. This also includes, but is not limited to, threats on County premises, at County functions or any other location where violence or threats of violence may have an adverse impact on the County's ability to do business or provide services.

I understand that it is my responsibility to report any actual or threatened violence in the workplace immediately to my supervisor, manager, Department Head or the Human Resources Department. I also understand that in cases where there is an imminent potential for violence, that I am authorized to contact the appropriate law enforcement agency.

**I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THE KINGS COUNTY WORKPLACE VIOLENCE PREVENTION POLICY AND PLAN, AND IT HAS BEEN DISCUSSED WITH ME.**

**I ACKNOWLEDGE THAT THIS POLICY AND PLAN CAN ALSO BE FOUND VIA FORMS IN MY NEOGOV DASHBOARD.**

\_\_\_\_\_  
Employee Name (please print clearly)

\_\_\_\_\_  
Department

\_\_\_\_\_  
SSN or Employee ID #

| County Of Kings Workplace Violence Prevention Policy~~rogram~~

| **Employee Signature** \_\_\_\_\_ **Date**

H:\pol\_proc\workplace violence policy.doc



# 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:** Information Technology Department – John Devlin

**SUBJECT:** RENEWAL OF THREE-YEAR MAINTENANCE AGREEMENT FOR MICROSOFT SERVER, COMPUTERS, AND USER SOFTWARE ASSURANCE RENEWAL

**SUMMARY:**

**Overview:**

The County has entered into a maintenance agreement (State of CA - Select Plus Master 8061055 Agreement) with Microsoft for servers, computers, and user-related software. Thus, the County needs to renew the software assurance for the next three years.

**Recommendation:**

- a. Approve the Select Plus Agreement with Microsoft to renew the server and computer software assurance retroactively effective from February 1, 2024 through January 31, 2027;
- b. Authorize the Purchasing Manager to sign the Purchase Order for the Select Plus Agreement.

**Fiscal Impact:**

The cost for the three-year agreement is \$195,006. The first installment of \$65,002 is included in Information Technology’s (IT) Fiscal Year (FY) 2023-24 Adopted Budget. Subsequent payments of \$65,002 are included in the FY 2024-25 Recommended Budget, and will be requested in the FY 2025-26 Requested Budget. These costs are charged back to departments via the IT Rates, which were also included in the current year budget and in the FY 2024-25 Recommended Budget.

**BACKGROUND:**

The County utilizes various Microsoft software products for servers and computers for data needs. In particular, this is for the County’s right to use the Windows servers, Windows Operating System on computers, and two copies of Visual Studio software.

(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**

### **RENEWAL OF THREE-YEAR MAINTENANCE AGREEMENT FOR MICROSOFT SERVER, COMPUTERS, AND USER SOFTWARE ASSURANCE RENEWAL**

**JUNE 25, 2024**

**Page 2 of 2**

The County's day-to-day productivity would be disturbed without these Microsoft products, as they power every department's function in serving the public. The Microsoft three-year software assurance is a strategic investment that helps the County to stay up to date, optimize licensing costs, and leverage Microsoft technologies effectively. This is a sole source agreement as Microsoft is the only vendor who makes this software. The sole source was approved by the Purchasing Manager. The reason this is retroactive was due to a combination of software audits to finalize the correct number of licenses needed and internal processes needed for Board approval.

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



County of Kings

Quote Date: 05/16/2024

County of Kings  
 Attn: Reah Tibayan  
 reah.tibayan@co.kings.ca.us

Agreement Information		
Enrollment	Term	Coverage Period
BF1A7733	3 Years	2/1/2024-1/31/2027

Part#	Product Description	Quantity	Annual Unit Price	Extended Price
<b>Select Plus SA Renewal - Year 1</b>				
MX3-00117	Visual Studio Ent MSDN ALng SA	1	\$ 1,069.58	\$ 1,069.58
MX3-00117	Visual Studio Ent MSDN ALng SA	1	\$ 2,298.91	\$ 2,298.91
KV3-00365	Win Enterprise Device SLng SA	854	\$ 55.88	\$ 47,721.52
R18-00086	Win Server CAL SLng SA UCAL	1850	\$ 7.52	\$ 13,912.00

Year 1 Total	\$ 65,002.01
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Part#	Product Description	Quantity	Annual Unit Price	Extended Price
<b>Select Plus SA Renewal - Year 2</b>				
MX3-00117	Visual Studio Ent MSDN ALng SA	1	\$ 1,069.58	\$ 1,069.58
MX3-00117	Visual Studio Ent MSDN ALng SA	1	\$ 2,298.91	\$ 2,298.91
KV3-00365	Win Enterprise Device SLng SA	854	\$ 55.88	\$ 47,721.52
R18-00086	Win Server CAL SLng SA UCAL	1850	\$ 7.52	\$ 13,912.00

Year 2 Total	\$ 65,002.01
--------------	--------------

Part#	Product Description	Quantity	Annual Unit Price	Extended Price
<b>Select Plus SA Renewal - Year 3</b>				
MX3-00117	Visual Studio Ent MSDN ALng SA	1	\$ 1,069.58	\$ 1,069.58
MX3-00117	Visual Studio Ent MSDN ALng SA	1	\$ 2,298.91	\$ 2,298.91
KV3-00365	Win Enterprise Device SLng SA	854	\$ 55.88	\$ 47,721.52
R18-00086	Win Server CAL SLng SA UCAL	1850	\$ 7.52	\$ 13,912.00

Year 3 Total	\$ 65,002.01
--------------	--------------

Total Years 1-3	\$ 195,006.03
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## COUNTY OF KINGS PURCHASING DEPARTMENT SOLE SOURCE JUSTIFICATION

This form must accompany any requisition whenever a sole source purchase is requested. State and local laws subject the County of Kings to competitive bidding requirements. Requisitions for goods and services that are to be purchased from a specific vendor or limited to a specific brand, where substitutes to the suggested vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable. The justification must be signed by the requestor and forwarded to the County's Purchasing Manager.

The Purchasing Manager will determine whether the justification is appropriate. Sole source justifications are to be supported by factual statements that will pass an internal, state or federal audit.

1. Please check all applicable categories (a through d) below and provide additional information where indicated.

- a. The requested product is an integral repair part or compatible only with *existing* equipment

Existing Equipment

Manufacturer/Model Number

Age

Current Estimated Value     \$

- b. The requested product or service has a unique design/performance specification or quality requirement, which is essential to my Departments needs and is not available in comparable products/service providers.

- c. The requested product or service is one with which I (or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.

- d. Other factors (provide detailed explanation in #2 below).


2. Provide a detailed explanation for categories checked in 1a through 1d above. Attach additional sheets if necessary.

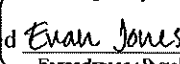
Crayon is one of four (4) resellers in the United States for Microsoft products. All resellers have the same pricing structure as dictated by Microsoft so there is no advantage in engaging another reseller. We already do business with Crayon. Microsoft is our only office software program allowed.

3. Was an evaluation of other equipment, products, or services completed? Yes  No

4. List below the names of each individual who was involved in the evaluation, if conducted, and in making the recommendation to sole source this purchase.

5. I certify that the above information is true and a signed copy of the Sole Source Justification Form will be kept on file and available for audit in my department. I further certify that myself, or anyone else participating in the decision to recommend this sole source purchase, do not have a personal or business relationship nor financial interest in the suggested vendor.

Signature  Printed Name and Title Date  
John Devlin, CIO 6/13/2024

Purchasing Manager: Approved as written  Rejected  Signed  6/13/2024  
Evan Jones, Purchasing Manager

# Program Signature Form

MBA/MBSA number		Proposal ID
Agreement number	8061055	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Select Plus Affiliate Registration Form	X20-11591
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> County of Kings
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field



<b>Microsoft Affiliate</b>
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

**Select Plus Affiliate Registration Form**
**State and Local**

Registration Type <i>Reseller to complete</i>	Lead Affiliate <input type="checkbox"/> Additional Affiliate <input checked="" type="checkbox"/>	Lead Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	AE50EA76
Agreement Number Microsoft or Reseller to complete	8061055	Additional Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	
Qualifying Contract <i>Reseller to complete</i>		Change Affiliate Anniversary Month <i>Reseller to complete</i>	February

By registering, Registered Affiliate accepts and agrees to be bound by the terms of the agreement and any applicable attachments (the "Agreement"), and will be allowed to acquire Products in accordance with the Agreement.

If Registered Affiliate registers as an Additional Affiliate, Registered Affiliate represents that the Additional Affiliate is an eligible entity of the Lead Affiliate identified above.

This registration is valid when accepted by Microsoft and until it is terminated. Registered Affiliate will receive an acceptance notification confirming the effective date of this registration. Microsoft may refuse to accept a registration if there is a business reason for doing so. Either party may terminate this registration for any reason with 60 days advance written notice. Terminating this registration will terminate the Registered Affiliate's ability to place Orders under the Agreement.

Each Registered Affiliate may qualify for and receive additional benefits by electing Software Assurance membership. By electing Software Assurance membership, the Registered Affiliate is committing to include Software Assurance with every eligible Order. To make this election, complete and submit the Select Plus Software Assurance Membership Election Form.

In order to use a third party to reimage the Windows Operating System Upgrade, Registered Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

### 1. Primary Contact Information.

Registered Affiliate must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

**Name of entity\*** County of Kings  
**Contact name\*:** First Reah Last Tibayan  
**Contact email address\*** Reah.Tibayan@co.kings.ca.us  
**Street address\*** 1400 W. Lacey Blvd  
**City\*** Hanford  
**State\*** CA  
**Postal code\*** 93230-5962  
**Country\*** USA  
**Phone\*** 559.852.2576  
**Tax ID**

*\* indicates required fields*

### 2. Notices contact and online administrator.

This individual receives contractual notices. They are also the online Administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact

**Name of entity\***  
**Contact name\*:** First Last

**Contact email address\***  
**Street address\***  
**City\***  
**State\***  
**Postal code\***  
**Country\***  
**Phone\***

This contact is a third party (not the Registered Affiliate). Warning: This contact receives personally identifiable information of the Registered Affiliate.

*\* indicates required fields*

### **3. Language preference.**

Select the language for notices. English

### **4. Reseller information.**

**Reseller company name\*** Crayon Software Experts LLC  
**Street address (PO boxes will not be accepted)\*** 8100 LBJ Freeway, Suite 1000  
**City\*** Dallas  
**State\*** TX  
**Postal code\*** 75251-1313  
**Country\*** USA  
**Contact name\*** Greg Landry  
**Phone\*** 469-329-0290  
**Contact email address\*** license.us@crayon.com

*\* indicates required fields*

The undersigned confirms that the information is correct.

**Name of Reseller\*** Crayon Software Experts LLC

**Signature\*** \_\_\_\_\_

**Printed name\*** Greg Landry

**Printed title\*** MS Ops Manager

**Date\***

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Resellers intends to terminate their relationship, the initiating party it must notify Microsoft and the other party, using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

### **5. Supplemental Contacts.**

Customer's Notices Contact identified above is the default contact for administrative and other communications. However, Customer may designate additional contacts using the Supplemental Contact Information form.

### **6. Software Assurance Membership Election.**

Each Registered Affiliate may qualify for and receive additional benefits with Software Assurance membership. By electing Software Assurance membership below, Registered Affiliate is committing for a minimum period of one year to include Software Assurance with every eligible Order, and to maintain Software Assurance for all copies of Products licensed under this program for at least one Product pool.

Product pools	Yes	No
Applications	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Servers	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Note:** If "Yes" is marked, orders for Licenses without Software Assurance will not be accepted.

**Only valid if attached to a signature form.**





# 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:** THIRD AMENDMENT TO AGREEMENT WITH DOCTOR MILTON TESKE

**SUMMARY:**

**Overview:**

The Kings County Department of Public Health (KCDPH) is requesting a third amendment to Agreement No. 22-076 with Milton Teske, Medical Doctor, Fellow of the American College of Emergency Physicians (Dr. Teske) to add an additional 12 months for services as the County Health Officer, Tuberculosis Controller, and Registrar of Births and Deaths as required by California Health and Safety Code §101000 and §101460.

**Recommendation:**

**Approve the third amendment with Doctor Milton Teske to continue providing services as Health Officer/Tuberculosis Controller/Registrar of Births and Deaths effective July 1, 2024 through June 30, 2025.**

**Fiscal Impact:**

There is no impact to the General Fund. The agreement total of \$96,000, covered by Health Realignment, is included in Fiscal Year 2024-25 Recommended Budget, under Budget Units 411100 – Health Administration and 416000 – Public Health Services.

**BACKGROUND:**

Since July 1, 2016, Dr. Teske has served as the County’s Health Officer/Tuberculosis Controller/Registrar of Births and Deaths, which is required by California Health and Safety Code §101000 and §101460. Additionally, Dr. Teske performs certain pre-employment physicals and is the physician contact to the State Department of Public Health.

The Board approved Agreement No. 22-076 on June 28, 2022, and subsequently amended it via No. 22-076.1 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 to the Board

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

## **Agenda Item**

### **THIRD AMENDMENT TO AGREEMENT WITH DOCTOR MILTON TESKE**

**June 25, 2024**

**Page 2 of 2**

June 20, 2023, to extend services for six months while the department conducted a recruitment for a full-time Health Officer. The agreement was then amended via No. 22-076.2 as the department continued their recruitment efforts.

KCPDH was initially allocated additional grant funds by the California Department of Public Health, to help fund a fulltime Health Officer. The County created a full-time equivalency position in the County position allocation to incorporate a full-time employee for the position of County Health Officer. The department worked with Human Resources, Administration, and a contracted recruitment agency to run a recruitment to fill the County Health Officer position in October of 2023, with few qualified candidates applying.

KCDPH recently received information from the Governor's May Revised Budget regarding the above-mentioned grant funding being cut and/or decreased for all local health jurisdictions. At this time, the department was forced to halt the recruitment process, but still required to comply with California Health and Safety Code §101000 and §101460 by having a Health Officer, necessitating an amendment to the agreement with Dr. Teske.

Funding for a full-time Health Officer is uncertain with the projected deficits in the State General Fund budget. The department is currently exploring alternative options, including contracting with a neighboring jurisdiction or an additional contract to ensure Health Officer coverage twenty-four hours a day, seven days a week. KCDPH is asking to extend Dr. Teske's agreement through June 30, 2025, to ensure compliance with State regulations and allow sufficient time to determine how to best ensure full-time coverage.

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

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

**THIRD AMENDMENT TO AGREEMENT**

**COUNTY OF KINGS  
AND  
MILTON TESKE, M.D., FACEP**

This third amendment (“3rd Amendment”) to Agreement No. 22-076 is made and entered into on \_\_\_\_\_, \_\_\_\_\_, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”), and Milton Teske, M.D., FACEP (“Physician”) (singularly a “Party,” and collectively the “Parties”).

**R E C I T A L S**

WHEREAS, the County and Physician entered into Agreement No. 22-076 on June 28, that commenced on July 1, 2022;

WHEREAS, the County and Physician entered into an amendment to Agreement No. 22-076 (“1<sup>st</sup> Amendment”) that commenced on June 20, 2023;

WHEREAS, the County and Physician entered into a second amendment to Agreement No. 22-076 that commenced on December 19, 2023;

WHEREAS, Agreement 22-076 is scheduled to terminate on June 30, 2024, and County continues to need Physician’s services to remain in compliance with Health and Safety Code Section 101000 and 101460;

Whereas, the Parties are authorized to extend Agreement No. 22-076 under its Section 5 and Civil Code section 1698;

WHEREAS, the Parties intend to modify Agreement No. 22-076 to extend the term for an additional twelve (12) months.

NOW, THEREFORE, the Parties agree as follows:

1. Section 5 of Agreement No. 22-076 is replaced in its entirety with the following:

Agreement No 22-076 commences on July 1, 2022, and terminates on June 30, 2025.

2. The recitals are integral to and incorporated into this 3rd Amendment by this reference.
3. All other terms and conditions of Agreement No. 22-076 remain in full force and effect.
4. The Parties may execute this 3rd Amendment by electronic means, and in two (2) or more counterparts that together constitute one (1) agreement.

5. Each signatory to this 3rd Amendment is authorized to enter into this 3rd Amendment and bind the Party that its signature represents.

IN WITNESS WHEREOF, the Parties caused this 3rd Amendment to Agreement 22-076 to be executed on the day and year as provided above.

COUNTY OF KINGS

PHYSICIAN

By: \_\_\_\_\_  
Doug Verboon, Chairman  
Kings County Board of Supervisors

*Milton Teske, M.D.*  
By: 5CE16EC170A9B2763CD0161B347E2782 readysign  
Milton Teske, M.D., FACEP

ATTEST

By: \_\_\_\_\_  
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM  
Diane Freeman, County Counsel

By: *Carrissa Adams* 6/3/2024  
Carrissa Adams, Deputy County Counsel

RISK MANAGEMENT APPROVED AS TO  
INSURANCE

By: *Sarah Poots* 6/5/2024  
Sarah Poots, Risk Manager