

Board Members

Joe Neves, District 1
Richard Valle, District 2
Doug Verboon, District 3 - Chairman
Rusty Robinson, District 4 – Vice-Chairman
Richard Fagundes, District 5



Staff

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

Board of Supervisors Regular Meeting Agenda

Date: Tuesday, September 24, 2024
Time: 9:00 a.m.
Place: BOARD of SUPERVISORS CHAMBERS, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ bosquestions@co.kings.ca.us ❖ www.countyofkingsca.gov

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

<https://countyofkings.webex.com/countyofkings/j.php?MTID=m7b2440988ee4e0c0e41ae48fef082c90>

or by sending an email to bosquestions@co.kings.ca.us on the morning of the meeting for an automated email response with the WebEx meeting link information. Members of the public attending via WebEx will have the opportunity to provide public comment during the meeting. Remote WebEx participation for members of the public is provided for convenience only. In the event that the WebEx connection malfunctions or becomes unavailable for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. *WebEx will be available for access at 8:50 a.m.*

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<https://youtube.com/live/7sVnjTQ5UpQ?feature=share>

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



- II. EMPLOYEE RECOGNITION – Kyria Martinez**
Presentation of Certificates to recognize the Employee Recognition Committee and volunteers from the Jail Kitchen and Public Works.
- III. UNSCHEDULED APPEARANCES**
Any person may directly address the Board at this time on any item on the agenda, or on any other item of interest to the public, that is within the subject matter jurisdiction of the Board. Two (2) minutes are allowed for each item.
- IV. APPROVAL OF MINUTES**
- A.** Report out of Closed Session from the regular meeting for September 17, 2024.
 - B.** Approval of the minutes from the regular meeting for September 17, 2024.
- V. CONSENT CALENDAR**
- A. Behavioral Health Department:**
 - 1. a. Consider approving the Agreement with Recover Medical Group PC for adult substance use disorder treatment services effective October 1, 2024 through June 30, 2027;
 - b. Adopt the budget change. **(4/5 vote required)**
 - 2. Consider approving the memorandum of understanding with the Medi-Cal Managed Care Plans for coordination of benefits to ensure beneficiaries receive substance use disorder treatment services and share member data and coordinate care effective September 24, 2024 through June 30, 2026.
 - B. Human Services Agency:**
 - 1. Consider approving the first amendment to the Agreement with Reading and Beyond extending employment and training program services for Non-Assistance CalFresh recipients effective October 1, 2024 through September 30, 2025.
 - 2. Consider approving the first amendment with Aspiranet extending Adoption Promotion and Support Services for an additional one-year period effective October 1, 2024 through September 30, 2025.
 - C. Public Health Department:**
 - 1. Consider approving the closure of the Kings County Department of Public Health for an all-staff meeting and training on Wednesday, November 20, 2024, from 8:00 AM to 1:00 PM, including the offices in Hanford, Lemoore, Corcoran, and Avenal.
 - D. Administration:**
 - 1. Consider adopting a Resolution formally supporting Proposition 35.
- VI. REGULAR CALENDAR**
- A. Behavioral Health Department – Lisa Lewis/Christi Lupkes**
 - 1. Consider approving the Agreement with Champions Recovery Alternative Programs, Inc., for adult substance use disorder treatment services for intensive outpatient treatment and outpatient drug-free treatment services effective October 1, 2024 through June 30, 2027.
 - 2. Consider approving the Agreement with Champions Recovery Alternative Programs, Incorporated for residential substance use disorder treatment services effective October 1, 2024 through June 30, 2025.
 - 3. Consider approving the Agreement with Kings View for a 24/7 access line, warm line and crisis call center, and Mobile Crisis Response and Placement services effective September 24, 2024 through June 30, 2027.



B. Fire Department – Salvador Flores

1. Consider authorizing the payment to Cummins Sales and Services for repairs to the Water Tender.

VII.

STUDY SESSION

A. Agricultural Department – Jimmy Hook/Mario Gutierrez

1. Receive a presentation on the 2023 Annual Crop Report outlining the status of agriculture in Kings County.

STUDY SESSION

A. Administration – Kyria Martinez/Gisselle Coyt

Pacific Gas and Electric Local Government Affairs – Nathan Alonzo

1. Receive the update from Pacific Gas and Electric on the Fox Run Homes in Corcoran.

VIII.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

IX.

CLOSED SESSION

- ◆ **Conference with Labor Negotiator: [Govt. Code Section 54957.6]**
Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore
 - General Unit - CLOCEA
 - Supervisor's Unit - CLOCEA
 - Blue Collar - SEIU
 - Detention Deputy's Association
 - Firefighter's Association
 - Deputy Sheriff's Association
 - Probation Officer's Association
 - Prosecutor's Association
 - Unrepresented Management
- ◆ **Conference with Real Property Negotiator: (1 Case) [Govt. Code Section 54956.8]**
Property: 501 E. Kings Street
Avenal, CA 93204
Agency Negotiator: Kyria Martinez
Negotiation Parties: City of Avenal
Under Negotiation: Price and Terms of Payment
- ◆ **Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(5)]**



X. ADJOURNMENT

The next regularly scheduled meeting will be held on October 1, 2024 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

October 1	9:00 AM	Regular Meeting
October 8	9:00 AM	Regular Meeting
October 8	2:00 PM	Board of Equalization Regular Meeting
October 15	9:00 AM	Regular Meeting
October 22	9:00 AM	Regular Meeting
October 29	9:00 AM	Regular Meeting
October 31	9:00 AM	County Office Halloween Office Decorating Contest Judging
October 31	1:30 PM	County Office Halloween Costume Party Contest Judging
November 5	9:00 AM	Regular Meeting

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<https://www.countyofkingsca.gov/departments/board-of-supervisors/calendar-agenda-and-action-summary>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 24, 2024

SUBMITTED BY: Administration – Kyria Martinez

SUBJECT: RECOGNIZE THE EMPLOYEE RECOGNITION COMMITTEE MEMBERS
AND VOLUNTEERS

SUMMARY:

Overview:

The Employee Recognition Committee was formed in 1990 to perform activities related to acknowledging County employees. Their primary purpose is to make the selection of the Employee of the Quarter and to coordinate the annual barbecue for County employees in May of each year. This year's barbecue was a success thanks to the help of the Employee Recognition Committee, the Jail Kitchen, Public Works staff, and various other volunteers.

Recommendation:

Presentation of Certificates to recognize the Employee Recognition Committee and volunteers from the Jail Kitchen and Public Works.

Fiscal Impact:

None.

BACKGROUND:

The committee members have done an excellent job in making the annual barbecue for employees a very popular and well-attended event each year. They met several times prior to the event to ensure that they were well prepared in planning the menu for the meals, the health walk, the various fun contests and music. They also provided the coordination of the County's third-party insurance vendors to attend and provide information to the employees for a healthier lifestyle. In addition, the barbecue would not have been a success without the assistance of the Jail Kitchen, who prepared all the food and of Public Works staff, who assisted with the setup of the event. The County employees are grateful for the hard work of the Committee, the Jail Kitchen, and Public Works staff, and request that the Board recognize these efforts through the presentation of certificates.

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.

Board Members

Joe Neves, District 1
Richard Valle, District 2
Doug Verboon, District 3 - Chairman
Rusty Robinson, District 4 – Vice-Chairman
Richard Fagundes, District 5



Staff

Matthew Boyett, Deputy Co. Admin. Officer
Diane Freeman, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Action Summary

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- I. 9:00 AM **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Lori Niles – Laton Church of the Nazarene
PLEDGE OF ALLEGIANCE
JOE NEVES, RICHARD VALLE, DOUG VERBOON, RUSTY ROBINSON – PRESENT
RICHARD FAGUNDES - ABSENT



II. UNSCHEDULED APPEARANCES

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

Victor Chavarin, Assemblymember Melissa Hurtado's staff member gave an overview of the bills that she has been working on and their status.

Michelle King, Kit Carson School Superintendent asked the Board to use their discretionary act to keep one of the roads open during the California High Speed Rail project road closure for safety of the students in Kings County.

Robert Inabnit, Kit Carson School Director of Transportation stated that he is concerned for the safety of their students if the County allows two major roads to be closed for the California High Speed Rail project as proposed.

Micah Kuiper, Kings County resident stated that allowing the California High Speed Rail to close Houston Avenue and Hanford Armona Road at the same time will create safety issues for residents and students in the County.

Sarah Clark, Kings County resident stated that she is concerned for safety of residents and delays for first responders if the two major roads are allowed to be closed at the same time by the California High Speed Rail project.

Cheryl Leal, Kings County resident stated that she is concerned for the safety of her grandchildren and other children being bused to local schools if the Board allows the California High Speed Rail project to close two major roads at the same time.

Supervisor Valle stated that the Board has heard from many members of the public on this topic of the road closures and asked staff to place an item on the agenda to allow for open discussion and to invite Caltrans and California High Speed Rail staff to address the concerns of the citizens. He proposed writing a stern letter to the California High Speed Rail Authority addressing the issues brought forward by the public, he stated that he has a relationship with a member of the California High Speed Rail Authority and could contact him to get a discussion started on the safety concerns brought to the Board.

Supervisor Verboon stated that the Board does not have authority to stop the California High Speed Rail project but stated that he has heard the concerns of the public and would like to work to get answers for the residents who have brought their concerns to the Board.

III. APPROVAL OF MINUTES

A. Report out of Closed Session from the regular meeting for September 10, 2024.

REPORT OUT: Diane Freeman, County Counsel stated that the Board took no reportable action in closed session at their September 10, 2024 meeting.

B. Approval of the minutes from the regular meeting for September 10, 2024.

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



IV.

CONSENT CALENDAR

A. Agricultural Department:

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Bulk Citrus Program effective October 1, 2024 through September 30, 2025. **[AGMT 24-171]**
2. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Asian Citrus Psyllid Detection Program effective October 1, 2024 through September 30, 2025. **[AGMT 24-172]**
3. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the enforcement of laws and regulations pertaining to industrial hemp cultivation in Kings County retroactively effective from July 1, 2024, through June 30, 2026. **[AGMT 24-173]**

B. Behavioral Health Department:

1. Consider approving the grant award Agreement with Tulare County Superintendent of Schools for the Friday Night Live program retroactively effective from July 1, 2024 through June 30, 2025. **[AGMT 24-174]**

C. District Attorney's Office:

1. Consider authorizing the District Attorney's Office to submit a grant application with the California Office of Emergency Services for the Victim Witness Assistance Grant Program for the performance period of October 1, 2024 through September 30, 2025. **[AGMT 24-175]**

D. Job Training Office:

1. Consider approving the closeout documents to conclude the Workforce Innovation and Opportunity Act Subgrant. **[AGMT 22-119.1]**

E. Public Health Department:

1.
 - a. Consider approving a third amendment with the California Department of Public Health for Women, Infants and Children program funding effective September 17, 2024 through September 30, 2025;
 - b. Adopt a Resolution authorizing the Director of Public Health to execute and submit all necessary grant documents;
 - c. Adopt the budget change. **(4/5 vote required) [AGMT 22-155.3] [RESO 24-059]**

F. Public Works Department:

1. Consider authorizing the Public Works Director to sign the Funds Disbursement Request, the Title Acceptance Form, and the Escrow Closing Documents for the acquisition of additional right of way from Ruben S. Thorbus and Linda M. Thorbus, Mary Donita Hansen, and Monica A. Barcenas for a traffic signalization project at 17th Avenue and Houston Avenue.
2.
 - a. Consider approving the Construction Contract Change Order No. 4 with Ardent General, Inc., for the Kings County Fire Department Fire Station No. 5 – Partial Remodel project;
 - b. Authorize the Public Works Director to sign Change Order No. 4.

G. Administration:

1. Consider approving Kings County Local Agency Formation Commission's response to the Grand Jury report titled, "Kings County Local Agency Formation Commission's Policies and Procedures Manual and Municipal Service Reviews for Cities and Community Districts Need Updating" as the Board's response.
2. Consider approving the letter to the Governor requesting the veto of Assembly Bill 884 regarding state-mandated election accessibility requirements.
3. Consider approving the Updated Telework Policy.

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



V.

REGULAR CALENDAR

A. Behavioral Health Department – Lisa Lewis/Christi Lupkes

1. a. Consider approving the Agreement with Mental Health Systems, Incorporated for adult specialty mental health services, housing supportive services, and court treatment services effective October 1, 2024 through June 30, 2027;
- b. Adopt the budget change. **(4/5 vote required) [AGMT 24-176]**

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

B. Human Services Agency – Wendy Osikafo/Christopher Narez

1. a. Consider adopting a Resolution that allows for the transfer of ownership of Sunrise Apartments to Kings Community Action Organization, Incorporated;
- b. Approve the Subordination Agreement with Stardust KTHA, LLC and the City of Hanford requiring that any potential repayment of project funds for Homekey first be paid to the California Department of Housing and Community Development before City and County grant funds are repaid. **[RESO 24-060] [AGMT 24-177]**

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

C. Job Training Office – Julieta Martinez/Laura Magana/Cobi Revious

1. a. Consider approving the Agreement with the Tulare County Workforce Investment Board for training and other workforce services as part of the Good Jobs Challenge Project provided by the Kings County Job Training Office retroactively effective from July 1, 2024 through June 30, 2026;
- b. Adopt the budget change. **(4/5 vote required) [AGMT 24-178]**

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

2. Consider approving the Workforce Innovation and Opportunity Act Fiscal Year 2024-2025 Master Subgrant Agreement with the California Employment Development Department for Workforce Innovation and Opportunity Act funding retroactively effective from April 1, 2024 through June 30, 2026. **[AGMT 24-179]**

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

D. Public Works Department – Dominic Tyburski/Mitchel Cabrera

1. Consider approving the Consultant Services Agreement with Dokken Engineering to prepare the Plans, Specifications, and Estimate package for the Kings County Bridge Preventative Maintenance Program. **[AGMT 24-180]**

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

2. Consider approving the Professional Services Agreement Amendment with Teter Architects + Engineers, LLP for the new Sheriff's Evidence Storage Facility.

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

3. Consider approving the Joint Use Agreement with Southern California Edison and the California High Speed Rail Authority. **[AGMT 24-181]**

ACTION: ITEM FAILED TO BE APPROVED (RR – Aye, JN, RF, DV – No, RF-Absent)



E. Administration – Kyria Martinez

MAAS Energy Works – Eileen Martinho

1. a. Receive a presentation from Maas Energy Works for information on the Kings County Dairy Digester Project;
- b. Authorize the Chairman to sign a letter of support for the California Department of Food and Agriculture’s Dairy Digester Research and Development Program grant application for the Lakeside Dairy Digester Pipeline Project.

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

F. Administration – Kyria Martinez/Matthew Boyett/Gisselle Coyt

1. Consider adopting the Resolution approving the Final Fiscal Year 2024-25 Kings County Budget. [RESO 24-061]

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

VI.

BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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Supervisor Neves stated that he attended the Lemoore College 9-11 memorial event where the boatlift rescue story from lower Manhattan on that day saving half a million people was shared, participated in the State Controllers Office committee meeting, attended the Kings County Health Equity Advisory Panel and attended the Kings County Homelessness Collaborative meeting. He stated that today is US Constitution Day, it has been 237 years since the signing in 1787 by 39 delegates and to date there have been 27 amendments, with the first 10 amendments ratified in 1791 being known as the Bill of Rights.

Supervisor Valle thanked Supervisor Verboon for representing Kings County in Washington, D.C. and stated that the City/County Coordinating meeting will be hosted by the City of Corcoran on September 18, 2024 at the Corcoran Veteran’s Memorial building. He stated that at the September 10, 2024 Corcoran City Council meeting Pacific Gas & Electric has stated that they have heard the issues brought forward on the Fox Run subdivision and are committed to getting power turned on for the families affected by Thanksgiving and stated that he has requested an item to be on the September 24, 2024 agenda for the Board to hear from PG&E leadership on the project and give updates. He stated that he reached out to local leadership in the Senate and did not receive any feedback and discussed the impacts the current representative has placed on the people who cannot afford it.

Supervisor Robinson stated that he has been speaking with constituents on various subjects over the past week.

Supervisor Verboon stated that he spoke at the Maddy Institute at Fresno State event on Exploring the Coexistence of Water Users in California, attended a meet and greet with the Kings County Grand Jury, attended Policy Council meetings in Washington D.C. and discussed topics from the meetings and stated that he was thankful to be invited to represent the community and shared stories from his trip. He stated that he will be attending Rural County Representatives of California Board of Directors meetings this week.



- ◆ **Board Correspondence:** Matthew Boyett stated that the Board received correspondence dated **September 3, 2024** from the American Medical Association regarding a request to submit nominations for the **2024 AMA Award for Outstanding Government Service**. The Board received the **Treasurer's Report of Cash & Investments for July 2024** together with the **Monthly Fund Balance Report for July 2024** from Erik Urena, our Kings County Director of Finance. The Board received the **Kings County Operational Area Report for the week of September 9th** from the Fire Department. The Board received correspondence on **September 17, 2024** from the City of Lemoore regarding their **100 Year Time Capsule Opening Celebration** which will take place at the **Old Lemoore City Hall on September 26, 2024 from 4:00 p.m.- 6:00 p.m.**
- ◆ **Upcoming Events:** Matthew Boyett stated that Behavioral Health will host its **Family Member Support Group, tonight Tuesday, September 17th from 5:30 p.m. - 7:30 p.m.** at the Kings Building located here on our campus. Behavioral Health will also host its **1st annual Suicide Prevention Awareness Walk this Wednesday, September 18th from 10:00 a.m. - 11:30 a.m.** at the Hanford Civic Park. The Human Services Agency is hosting its **Rodeo Employee Appreciation picnic for HSA employees this Wednesday, September 18th from 11:30 a.m. - 1:30 p.m.** in their Courtyard. The **3rd Quarter City/County Coordinating Meeting** will be held at the **Veteran's Memorial Building in Corcoran on September 18th at 6:00 p.m.** Kings County Commission on Aging will host its **Senior Day on Friday, September 20th at Burriss Park.**
- ◆ **Information on Future Agenda Items:** Matthew Boyett stated that the following items would be on a future agenda: **Administration - Recognize the Employee Recognition Committee Members & Volunteers for 2024 BBQ, Update from Pacific Gas and Electric on Fox Run Homes, Proposition 35 Support Resolution; Agricultural Commissioner - Study Session – Release of the 2023 Agricultural Crop Report for Kings County; Behavioral Health - Agreement with Recover Medical Group PC for adult substance use disorder treatment services, Agreement with Champions for Intensive Outpatient Treatment, Outpatient Drug-Free Collaborative Justice Treatment Court services, Agreement with Champions for Residential Treatment services, Memorandum of Understanding with Managed Care Plans for Drug Medi-Cal Services, Agreement with Kings View for 24/7 Access line, Warm Line and Crisis Center, and Mobile Crisis response and placement services; Fire Department - Water Tender Repairs; Public Health Department - Temporary Closure for an All-Staff Department Meeting and Training; Human Services Agency - Amended Agreement with Reading and Beyond for Employment and Training Program Services; Amended Agreement with Aspiranet for Adoption Promotion and Support Services;**

VII.

CLOSED SESSION

- ◆ **Conference with Labor Negotiator: [Govt. Code Section 54957.6]**
Negotiators: Kyria Martinez, Carolyn Leist, Che Johnson of Liebert Cassidy Whitmore
 - General Unit - CLOCEA
 - Supervisor's Unit - CLOCEA
 - Blue Collar - SEIU
 - Detention Deputy's Association
 - Firefighter's Association
 - Deputy Sheriff's Association
 - Probation Officer's Association
 - Prosecutor's Association
 - Unrepresented Management
- ◆ **Significant exposure to litigation: (1 Case) [Govt. Code Section 54956.9 (d)(2)(e)(5)]**



VIII. ADJOURNMENT

The next regularly scheduled meeting will be held on September 24, 2024 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 24, 2024

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

SUBJECT: AGREEMENT WITH RECOVER MEDICAL GROUP PC FOR ADULT
SUBSTANCE USE DISORDER TREATMENT SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the agreement with Recover Medical Group PC (Recover) for adult substance use disorder treatment (SUD) services effective October 1, 2024, through June 30, 2027.

Recommendation:

- a. Approve the agreement with Recover Medical Group PC for adult substance use disorder treatment services effective October 1, 2024 through June 30, 2027;
- b. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to the County General Fund. For fiscal year (FY) 2024-25, the agreement amount is \$1,754,606 including \$80,000 for start-up funds to be used within 90-days upon execution of this agreement, \$2,232,808 for FY 2025-26, and \$2,232,808 for FY 2026-27 for a contract maximum of \$6,220,221. Appropriations for FY 2024-25 are needing to be increased by \$1,740,781 in Budget Unit 422100 – Substance Use Disorder.

BACKGROUND:

KCBH is contracted with the California Department of Health Care Services (DHCS) per the Board’s approval on October 24, 2023 of Agreement No. 23-30093, to provide Drug Medi-Cal (DMC) services to Medi-Cal Plan Members in the County’s service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code, Sections 14021.51-14021.53, and 1412.20-14124.25 of the Welfare and Institutions Code, and Title 22 of the
(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH RECOVER MEDICAL GROUP PC FOR ADULT SUBSTANCE USE DISORDER TREATMENT SERVICES

September 24, 2024

Page 2 of 2

California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1. On October 23, 2023, KCBH released Request for Proposal (RFP) No. 2024-21 for adult DMC outpatient SUD treatment services, and the County received three proposals. Out of the three proposals, two were chosen: Recover and Champions Recovery Alternative Programs, Inc. On January 19, 2024, Recover received a Notice of Intent to Award for their proposal received through this RFP process.

Through this award and subsequent agreement, Recover will provide three outpatient SUD treatment levels of care (LOC), which are described from lowest to highest: Early Intervention (EI), Outpatient Drug-Free (ODF), and Intensive Outpatient Treatment (IOT). The target populations are adults, transition-age youth (TAY), and perinatal Medi-Cal Plan Members experiencing SUD or problems related to SUD. While this provider can serve any eligible Medi-Cal Plan Member within the county, through this agreement, Recover will establish an adult outpatient clinic in the city of Hanford and Corcoran to enhance access to services throughout the county; as a provider of these DMC outpatient services, Recover will expand the capacity of SUD services for Collaborative Justice Treatment Court (CJTC) participants.

DMC outpatient services provide assessments, group and individual counseling, medication services, medication-assisted treatment (MAT) for Opioid Use Disorder (OUD), patient education, and SUD crisis intervention to Medi-Cal Plan Members within the County's service area. The goals of these services are to achieve sobriety or significantly reduce the use of drugs and alcohol, enhance personal well-being and social functioning, increase life skills and access to community resources and social supports, and decrease the likelihood of relapse and risk of future substance use issues. KCBH will provide oversight and guidance to Recover through monthly program start-up meetings as Recover progresses through its first year of providing SUD services in Kings County, which will evolve to quarterly contract performance meetings after the conclusion of the first year if appropriate and through state-required annual provider monitoring reviews. These efforts help promote areas of clinical, operation, and fiscal success and provide early identification and support in these areas where opportunities for improvement may be needed.

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

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

<https://www.countyofkingsca.gov/departments/board-of-supervisors/calendar-agenda-and-action-summary>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 24, 2024

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

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH MEDI-CAL MANAGED CARE PLANS

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the memorandum of understanding (MOU) with Medi-Cal Managed Care Plans (MCP) operating in Kings County for coordination between MCP's and the Drug Medi-Cal (DMC) State Plan provider as required by the Department of Health Care Services (DHCS).

Recommendation:

Approve the memorandum of understanding with the Medi-Cal Managed Care Plans for coordination of benefits to ensure beneficiaries receive substance use disorder treatment services and share member data and coordinate care effective September 24, 2024 through June 30, 2026.

Fiscal Impact:

This MOU does not involve any exchange of funds. It is for sharing member information and coordinating care for members seeking Substance Use Disorder (SUD) services, as required by the DMC State Plan.

BACKGROUND:

On May 6, 2024, DHCS released Behavioral Health Information Notice (BHIN) No.24-016 requiring DMC State Plan Counties and MCPs under their contract to enter into a MOU. This requires that KCBH, as the County DMC Plan, coordinate with the MCPs within the local jurisdiction to ensure a process of collaboration, reduce duplication of efforts related to covered services, and allow DMC services for all eligible Medi-Cal Plan Members in the County. The requirements of this collaboration are defined within the MOU which is a required template from DHCS for DMC and MCPs to use to comply with the terms of their respective contracts with the state.

(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

MEMORANDUM OF UNDERSTANDING WITH MEDI-CAL MANAGED CARE PLANS

September 24, 2024

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The parties to this MOU, including KCBH and the local MCP's (Anthem, CalVIVA/HealthNet, and Kaiser Permanente), recognize the necessity and benefit of a collaborative approach to provide and coordinate SUD services efficiently. This need is dictated by the evolving health care regulations and the shared goal of improving health outcomes for community members. The MOU specifies roles and responsibilities to support local engagement and the exchange of information necessary to improve care coordination and improve referral processes between parties. Further, the MOU is intended to improve transparency and accountability by setting forth the obligations for DMC State Plan Counties and MCPs, as they relate to service delivery and coordination, so each party is aware of what the other party is required to do.

This agreement reflects KCBH's ongoing commitment to quality SUD treatment through strategic partnerships and care coordination. Approval of this MOU will reinforce the community's health infrastructure, streamline service delivery, and ensure compliance with regulatory standards.

Additionally, the MOU states that KCBH, as the County DMC Plan, will coordinate with the MCPs to ensure that appropriate communication and care coordination occurs amongst the parties on a regular basis. KCBH achieves this by meeting with the managed care plans on a quarterly basis or more frequently as needed to meet the needs of Medi-Cal Plan Members.

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

MEMORANDUM OF UNDERSTANDING

COVER PAGE

Memorandum of Understanding

between Blue Cross of California Partnership Plan, Inc., Kaiser Permanente, and The Fresno-Kings-Madera Regional Health Authority, dba CalViva Health, Health Net Community Solutions, Inc., and Kings County Behavioral Health.

This Memorandum of Understanding (“MOU”) is entered into by and between: Blue Cross of California Partnership Plan, Inc. (“Anthem”), Kaiser Permanente, and The Fresno-Kings-Madera Regional Health Authority, dba CalViva Health, its Subcontractor, Health Net Community Solutions, Inc., and Kings County Behavioral Health (KCBH) (“DMC State Plan County”), effective as of the date of execution. DMC State Plan County, MCP, and MCP’s relevant Subcontractors and/or Downstream Subcontractors, may be referred to herein as a “Party” and collectively as “Parties.”

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement, under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, All Plan Letter (“APL”) [22-005](#), [23-029](#) and subsequently issued superseding APLs, and DMC State Plan County is required to enter into this MOU under the DMC State Plan Contract Behavioral Health Information Notice (“BHIN”) 24-016, and subsequently issued superseding BHINs, to ensure that Medi-Cal members enrolled in MCP who are served by DMC State Plan County (referred to herein as “Members”) are able to access and/or receive substance use disorder (“SUD”) services in a coordinated manner from MCP and DMC State Plan County;

WHEREAS, the Parties desire to ensure that Members receive SUD services in a coordinated manner and provide a process to continuously evaluate the quality of the services provided;

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and State statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2; and

WHEREAS, nothing in this agreement creates any new service for either Party and is limited to administrative requirements for MCP and DMC State Plan County.

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed by MCP’s Medi-Cal Managed Care Contract with the California Department of Health Care Services (“DHCS”), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. “MCP Responsible Person” means the person designated by MCP to oversee MCP coordination and communication with DMC State Plan County and ensure MCP’s compliance with this MOU as described in Section 4 of this MOU.

b. "MCP-DMC State Plan County Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and DMC State Plan County as described in Section 4 of this MOU. The MCP-DMC State Plan County Liaison must ensure the appropriate communication and care coordination is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "DMC State Plan County Responsible Person" means the person designated by DMC State Plan County to oversee coordination and communication with MCP and ensure DMC State Plan County's compliance with this MOU as described in Section 5 of this MOU.

d. "DMC State Plan County Liaison" means DMC State Plan County's designated point of contact responsible for acting as the liaison between MCP and DMC State Plan County as described in Section 5 of this MOU. The DMC State Plan County Liaison should ensure the appropriate communication is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the DMC State Plan County Responsible Person as appropriate.

e. "Network Provider", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with DHCS; and as it pertains to DMC State Plan County has the same meaning as "DMC Provider" ascribed by the DMC State Plan County Contract with DHCS.

f. "DMC Provider" means any person or entity that provides direct substance use disorder treatment services in DMC State Plan County and has been certified by DHCS in accordance with Cal. Code Regs., tit. 22, § 51000.30 Medi-Cal Provider Application for Enrollment, Continued Enrollment, or Enrollment at a New, Additional, or Changed Location.

g. "Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with DHCS; and as it pertains to the DMC State Plan County, has the same meaning ascribed by the DMC State Plan County Contract with DHCS.

h. "Downstream Subcontractor", as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with DHCS.

i. "Covered SUD Services" as it pertains to DMC State Plan County, has the same meaning as ascribed by "Covered Services" in the DMC State Plan County Contract; and as it pertains to MCP, has the same meaning as ascribed by the MCP's Medi-Cal Managed Care Contract with DHCS.

2. Term. This MOU is in effect as of the effective date and continues to be in effect as of the effective date and shall renew annually unless notice of non renewal is given or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the facilitation of the referral of Members between MCP and DMC State Plan County for all services covered by MCP and DMC State Plan County to ensure Members receive those services in a coordinated manner, as required by MCP's Medi-Cal Managed Care Contract with DHCS.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating Member care provided by the MCP's Network Providers as set forth in the applicable Medi-Cal Managed Care

Contract (i.e., referrals for SUD services as required by this MOU), and other Providers of carve-out programs, services, and benefits.

b. Oversight Responsibility. The designated MCP Responsible Person, listed in Exhibit A, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with DMC State Plan County, as required by Section 9 of this MOU;

ii. Report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP compliance program policies;

iii. Ensure there is sufficient staff at MCP to support compliance with and management of this MOU;

iv. Ensure an appropriate level of MCP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the engagements and ensure the appropriate levels of leadership from DMC State Plan County are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at MCP to serve, as the MCP-DMC State Plan County Liaison, the point of contact with DMC State Plan County. The MCP-DMC State Plan County Liaison must be listed in Exhibit A of this MOU. MCP must notify DMC State Plan County of any changes to the MCP-DMC State Plan County Liaison as soon as reasonably practical, but no later than the date of change, and must notify DHCS within five Working Days of the change.

c. Compliance by Subcontractors, Downstream Subcontractors, and Network Providers. MCP must require and ensure its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. DMC State Plan County Obligations.

a. Provision of Covered Services. DMC State Plan County is responsible for providing or arranging Covered SUD Services.

b. Oversight Responsibility. The designated DMC State Plan County Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing DMC State Plan County's compliance with this MOU and must ensure compliance with and manage this MOU. The DMC State Plan County Responsible Person serves, or may designate a person to serve as the designated DMC State Plan County Liaison, and the point of contact with MCP. The DMC State Plan County Liaison is listed in Exhibit B of this MOU. DMC State Plan County must notify MCP of changes to the DMC State Plan County Responsible Person as soon as reasonably practical but no later than the date of change. DMC State Plan County must notify MCP of changes to the DMC State Plan County Liaison as soon as reasonably practical but no later than the date of change. The DMC State Plan County Responsible Person must:

i. Meet at least quarterly with MCP, as required by Section 9 of this MOU;

ii. Conduct MOU compliance oversight, produce reports as part of

DMC State Plan County's compliance program, and must address any compliance deficiencies in accordance with DMC State Plan County's compliance program policies;

iii. Ensure that sufficient staff at DMC State Plan County are identified to support compliance with and management of this MOU;

iv. Ensure the appropriate levels of DMC State Plan County leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MCP are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for DMC State Plan County's employees responsible for carrying out activities under this MOU, and as applicable for DMC Providers; and

vi. Be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by DMC State Plan County, and reporting to the DMC State Plan County Responsible Person.

c. **Compliance by Subcontractors and DMC Providers.** DMC State Plan County must require and ensure that its Subcontractors and DMC Providers comply with all applicable provisions of this MOU.

6. Training and Education.

a. To ensure compliance with this MOU, the Parties must provide training and orientation to their respective employees who carry out activities under this MOU. MCP must provide training and orientation for their employees who carry out activities under this MOU and, as applicable, MCP Network Providers, Subcontractors, and Downstream Subcontractors who carry out MCP's responsibilities under this MOU. DMC State Plan County is responsible for applicable training and orientation for DMC Providers who carry out responsibilities under this MOU. The training must include information on MOU requirements, services that are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, the Parties must provide this training within 60 Working Days of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and all such persons or entities at least annually thereafter. MCP must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and DMC State Plan County services to their contracted Providers.

b. In accordance with health education standards as required by the Medical Managed Care Contract, MCPs must provide Members and MCP Network Providers with educational materials related to accessing Covered Services, including materials for services provided by DMC State Plan County.

c. DMC State Plan County must provide Members with educational materials related to accessing services provide by DMC State Plan County, including materials related to accessing MCP Covered Services.

d. The Parties must each provide the other Party, Members, MCP Network Providers, and DMC providers with educational materials on how MCP's Covered Services and DMC State Plan County services may be accessed, including during nonbusiness hours.

7. Screening, Assessment, and Referrals

a. Screening and Assessment.

i. The Parties must work collaboratively to develop and establish policies and procedures that address how Members must be screened and assessed for MCP Covered Services and DMC State Plan County services, and must include:

1. A process for ensuring that MCP network providers and DMC Providers understand their responsibilities to screen all beneficiaries under 21 under the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) benefit, as set forth in their respective contracts.

2. A process for ensuring that MCP network providers understand their responsibilities for providing or arranging the provision of medications for Addiction Treatment (also known as Medication-Assisted Treatment) provided in primary care, inpatient hospital, emergency departments, and other contracted medical settings, and a process for ensuring that DMC Providers understand their responsibilities for providing or arranging the provision of medications for Addiction Treatment (also known as Medication-Assisted Treatment) in DMC Provider settings.

ii. MCP must develop and establish policies and procedures for providing Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment (“SABIRT”) to Members aged eleven (11) and older in accordance with [APL 21-014](#). MCP policies and procedures must include, but not be limited to:

1. A process for ensuring Members receive comprehensive substance use, physical, and mental health screening services, including the use of American Society of Addiction Medicine (ASAM) Level 0.5 SABIRT guidelines.

b. **Referral Process.** The Parties must work collaboratively to develop and establish policies and procedures that ensure Members are referred to the appropriate MCP Covered Services and DMC State Plan County services.

i. MCP must facilitate referrals to DMC State Plan County for Members who potentially meet the criteria to receive DMC State Plan County SUD services and ensure DMC State Plan County has procedures for accepting referrals from MCP.

ii. MCP must refer Members using a patient-centered, shared decision-making process.

iii. DMC State Plan County should assist MCP in identifying the appropriate DMC State Plan County program and/or services when assistance is required by MCP.

iv. DMC State Plan County should refer Members to MCP for MCP’s Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management (“ECM”) or Complex Care Management (“CCM”). However, if DMC State Plan County is also an ECM Provider pursuant to a separate agreement between MCP and DMC State Plan County for ECM services, this MOU does not govern DMC State Plan County’s provision of ECM services.

v. The Parties must work collaboratively to ensure that Members may access services through multiple pathways. The Parties must ensure Members receive medically necessary SUD services;

vi. MCP must have a process by which MCP accepts referrals from DMC State Plan County;

vii. MCP must have a process to confirm that the referral was accepted by DMC State Plan County;

viii. DMC State Plan County must have a process by which DMC State Plan County accepts referrals from MCP; and

ix. DMC State Plan County must have a process for communicating

acceptance of the referral to MCP.

Closed Loop Referrals. By January 1, 2025 or otherwise determined by DHCS, the Parties must develop a process to implement DHCS guidance regarding closed loop referrals for applicable Community Supports, ECM benefits, and/or community-based resources, as referenced in the CalAIM Population Health Management Policy Guide¹, [APL 22-024](#), or any subsequent version of the APL, and as set forth by DHCS through an APL or other, similar guidance. The Parties must work collaboratively to develop and implement a process to ensure that MCP and DMC State Plan County comply with the applicable provisions of closed loop referrals guidance within 90 Working Days of issuance of this guidance. The Parties must establish a system that tracks cross-system referrals and meets all requirements as set forth by DHCS through an APL or other, similar guidance.

8. Care Coordination and Collaboration.

a. Care Coordination.

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the requirements set forth in this MOU.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. MCP must have policies and procedures in place to maintain cross- system collaboration with DMC State Plan County and to identify strategies to monitor and assess the effectiveness of this MOU.

iv. The Parties must implement policies and procedures that align for coordinating Members' care that address:

1. The requirement for DMC State Plan County to refer Members to MCP to be assessed for care coordination and other similar programs and other services for which they may qualify provided by MCP including, but not limited to, ECM, CCM, or Community Supports;

2. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;

3. A process for how MCP and DMC State Plan County will engage in collaborative treatment planning to ensure care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;

4. A process for coordinating the MCP's delivery of Medically Necessary Covered Services with the Member's Primary Care Provider, including without limitation transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;

5. A process for how MCP and DMC State Plan County will help to ensure the Member is engaged and participates in their care program and a process for ensuring the Members, caregivers, and providers are engaged in the development of the Member's care;

6. A process for reviewing and updating a Member's problem list, as clinically indicated. The process must describe circumstances for updating problem lists and coordinating with outpatient SUD providers;

1 CalAIM Population Health Management Policy Guide, available at <https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf>

7. A process for how the Parties will engage in collaborative treatment planning and ensure communication among providers, including procedures for exchanges of medical information; and

8. Processes to ensure that Members and providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside of normal business hours, as well as providing or arranging for 24/7 emergency access to Covered Services and carved-out services.

v. Transitional Care.

1. The Parties must establish policies and procedures and develop a process describing how MCP and DMC State Plan County will coordinate transitional care services for Members. A “transitional care service” is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home- or community-based settings,¹ level of care transitions that occur within the facility, or transitions from outpatient therapy to intensive outpatient therapy and vice versa.

2. For Members who are admitted for residential SUD treatment, including Perinatal Residential Substance Use Disorder Treatment and residential SUD treatment provided to Members under the age of 21 pursuant to the EPSDT benefit mandate where DMC State Plan County is the primary payer, DMC State Plan County is primarily responsible for coordination of the Member upon discharge. In collaboration with DMC State Plan County, MCP is responsible for ensuring transitional care coordination as required by Population Health Management,² including, but not limited to:

a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by DMC State Plan County in accordance with Section 11(a)(iii) of this MOU;

b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term services, and supports for dual-eligible Members);

c. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;

d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports, and enrolling the Member in the program as appropriate;

e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and

f. Assigning or contracting with a care manager to coordinate with county care coordinators to ensure physical health follow-up needs are met for each eligible Member as outlined by the Population Health Management Policy Guide.³

¹ Expectations for transitional care are defined in the Population Health Management Policy Program Guide: <https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf>

² The Population Health Management Policy Program Guide can be found here: <https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf>; see also PHM Roadmap and Strategy: <https://www.dhcs.ca.gov/CalAIM/Documents/Final-Population-Health-Management-Strategy-and-Roadmap.pdf>

³ CalAIM Population Health Management Policy Guide available at <https://www.dhcs.ca.gov/CalAIM/Documents/PHM-Policy-Guide.pdf>.

3. The Parties must include in their policies and procedures a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or DMC State Plan services;

4. For inpatient residential SUD treatment provided by DMC State Plan County or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.

vi. **Clinical Consultation.** The Parties must establish policies and procedures to ensure that Members have access to clinical consultation, including consultation on medications, as well as clinical navigation support for patients and caregivers.

vii. Enhanced Care Management.

1. Delivery of the ECM benefit for individuals who meet ECM Population of Focus definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children Populations of Focus) must be consistent with DHCS guidance regarding ECM, including:

a. That MCP prioritizes assigning a Member to a DMC Provider as the ECM Provider if the Member receives DMC State Plan services from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions, and;

b. That the Parties implement a process for DMC Providers to refer their patients to MCP for ECM if the patients meet Population of Focus criteria.

2. The Parties must implement a process for avoiding duplication of services for individuals receiving ECM with DMC State Plan care coordination. Members receiving DMC State Plan care coordination can also be eligible for and receive ECM.

3. MCP must have written processes for ensuring the non-duplication of services for Members receiving ECM and DMC State Plan care coordination.

viii. **Community Supports.** Coordination must be established with applicable Community Supports Providers under contract with MCP, including:

1. The identified point of contact from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and DMC State Plan protocols;

2. Identification of the Community Supports covered by MCP;
and

3. A process for specifying how DMC State Plan County will make referrals for Members eligible for or receiving Community Supports.

ix. **Prescription Drugs.** The Parties must develop a process for coordination between MCP and DMC State Plan County for prescribing drug and laboratory, radiological, and radioisotope service procedures, including a process for referring eligible Members for SUD services to a Drug Medi-Cal-certified program or a DMC-ODS program in accordance with the Medi-Cal Managed Care Contract.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly to address care coordination, Quality Improvement (“QI”) activities, QI outcomes, systemic and case-specific concerns, referral process, and other matters that arise as a result of this MOU. These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill the Parties’ obligations under the Medi-Cal Managed Care Contract, the DMC State Plan County Contract, and this MOU.

c. Each party must invite the other Party’s Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including a local presence, to discuss and address care coordination and MOU-related issues. The Parties’ Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. The Parties must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by DMC State Plan County with reasonable notice, such as local county meetings, local community forums, and DMC State Plan County engagements, to collaborate with DMC State Plan County in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. The Parties must document these QI activities in its policies and procedures.

11. Data Sharing and Confidentiality. The Parties must establish policies and procedures to ensure that the minimum necessary Member information and data to accomplish the goals of this MOU are exchanged timely and maintained securely, confidentially, and in compliance with the requirements set forth below to the extent permitted under applicable State and federal law. The Parties will share protected health information (“PHI”) for the purposes of medical and behavioral health care coordination pursuant to Welfare and Institutions § 14184.102(j), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended (“HIPAA”), 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.⁴

⁴ CalAIM Data Sharing Authorization Guidance October 2023 available at:

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and DMC State Plan County must share only the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must implement policies and procedures that support timely and frequent exchange of Member information and data, that may include behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit C of this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data. DMC State Plan County and MCP must establish policies and procedures to implement the following with regard to information sharing:

i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the DMC Provider is serving as an ECM Provider;

ii. A process for DMC State Plan County to send regular frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;

iii. A process for DMC State Plan County to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by DMC State Plan County (e.g., perinatal residential SUD treatment facilities and any other residential services provided under the EPSDT mandate, such as residential SUD treatment and withdrawal management facilities), and for MCP to receive this data; and

iv. A process for MCP to send admission, discharge, and transfer data to DMC State Plan County when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities). This process may incorporate notification requirements as described in Section 8(a)(v)(3).

b. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with [APL 22-026](#) or any subsequent version of the APL. MCP must make available an application program interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures in the event any dispute or difference of opinion arises regarding which Party is responsible for service coverage arising out of or relating to this MOU. The Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the dispute resolution procedures in policies and procedures. Pending resolution of any dispute, the Parties must continue without delay to carry out all its

responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating negotiations or the time period that is mutually established by the Parties in writing, either Party may pursue its available legal and equitable remedies under State law. Disputes between MCP and DMC State Plan County that cannot be resolved in a good faith attempt between the Parties, must be forwarded by MCP and/or DMC State Plan County to DHCS.

b. Unless otherwise determined by the Parties, the DMC State Plan County Liaison must be the designated individual responsible for receiving notice of actions, denials, or deferrals from MCP, and for providing any additional information requested in the deferral notice as necessary for a medical necessity determination.

c. MCP must monitor and track the number of disputes with DMC State Plan County where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

d. Until the dispute is resolved:

i. Parties must agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

ii. DMC State Plan County shall only be responsible for the payment of services under dispute if those services are set forth in the DMC State Plan Contract, and MCP shall only be responsible for the payment of services under dispute if those services are set forth in the MCP Contract.

e. Nothing in the MOU or provision constitutes a waiver of any of the governmental claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by DMC State Plan County who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., DMC State Plan County cannot provide any service, financial aid, or other benefit, to an individual that is different, or is provided in a different manner, from that provided to others provided by DMC State Plan County.

14. General.

a. **MOU Posting.** MCP and DMC State Plan County must each post this executed MOU on its website.

b. **Documentation Requirements.** MCP and DMC State Plan County must retain all documents demonstrating compliance with this MOU for at least 10 years in accordance with the MCP Contract and DMC State Plan County Contract, respectively. If DHCS requests a review of any existing MOU, the Party that receives the request must submit the requested MOU within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of

delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to the other Party in the manner provided for herein.

d. **Delegation.** MCP and DMC State Plan County may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP and DMC State Plan County must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS and DMC State Plan County evidence of the annual review of the MOU as well as copies of any MOUs modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU shall be deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, the DMC State Plan County Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the State of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create, any relationship between DMC State Plan County and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither DMC State Plan County nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitutes one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

**Blue Cross of California Partnership
Plan, Inc.
(MCP)** *Les Ybarra*

Signature: DB7816F8BEF65FA23825AF0249429454

Date: 09/05/2024

Name: Les Ybarra

Title: President

Notice Address:

21215 Burbank Blvd, Suite 100
Woodland Hills, CA 91367

County of Kings

Signature:

Date:

Name: Doug Verboon

Title: Chairman Kings County Board of
Supervisors

Notice Address:

Kings County Behavioral Health
1400 West Lacey Blvd, Bldg 13,
Hanford CA, 93230
BHContracts@co.kings.ca.us

**Kaiser Foundation Health Plan, Inc.
(MCP)** *Celia Williams*

Signature: 0E236C1D98763DE1BE6D6C6B78982DFF

Date: 09/03/2024

Name: Celia Williams

Title: Executive Director, Medicaid Care
Delivery and Operations

Notice Address:

4665 Business Center Dr.
Fairfield, CA 94534

Electronic Notice Delivery:

KPMOU@kp.org

County of Kings

Signature: *Carrissa Adams*

Date: 09/09/2024

Name: Carrissa Adams

Title: Deputy County Counsel

Notice Address:

Kings County Behavioral Health
1400 West Lacey Blvd, Bldg 13,
Hanford CA, 93230
BHContracts@co.kings.ca.us

**The Fresno-Kings-Madera Regional
Health Authority, dba CalViva Health
(MCP)** *JNkansah*

Signature: 0082B4FFFA78250CC2A9EE0F14C76F85

Date: 09/06/2024

Name: Jeffrey Nkansah

Title: Chief Executive Officer (CEO)

Notice Address:

7625 North Palm Avenue, Suite 109
Fresno, CA 93721

**CalViva Health Subcontractor: Health
Net Community Solutions, Inc.**

(MCP) *Martha Santana-Chin*

Signature: AE800805C9250EDDAFB8E4D44A997DD6

Date: 09/09/2024

Name: Martha Santana-Chin

Title: Medicare and Medi-Cal President

Notice Address:

21281 Burbank Blvd.
Woodland Hills, CA 91367

Exhibits A

MCP Responsible Person referenced in Sections 4.b

Liaisons	Blue Cross of California Partnership Plan, Inc.
MCP Responsible Person	Program Director
MCP-DMC Liaison	Program Manager
Liaisons	Kaiser Foundation Health Plan, Inc.
MCP Responsible Person	MOU Coordinator
MCP-DMC Liaison	MOU Liaison
Liaisons	The Fresno-Kings-Madera Regional Health Authority, dba CalViva Health
MCP Responsible Person	Manager, County Relations & MOU Compliance
MCP-DMC Liaison	Service Coordination Liaison
Liaisons	CalViva Health Subcontractor: Health Net Community Solutions, Inc.
MCP Responsible Person	Manager, County Relations & MOU Compliance
MCP-DMC Liaison	Service Coordination Liaison

Exhibits B

DMC State Plan County Responsible Person and DMC State Plan County Liaison as referenced in Sections 5.b

Liaison	County of KINGS
DMC Responsible Person	SUD-DMC Quality Assurance Manager
DMC Liaison	SUD-DMC Quality Assurance Manager

Exhibit C
Data Elements

- a. MCP and DMC County must share the following data elements:
 - i. Member demographic information; (including Medi-Care ID, Medi-Care Beneficiary Identification (MBI) if applicable)
 - ii. Behavioral and physical health information;
 - iii. Diagnoses and assessments;
 - iv. Medications prescribed;
 - v. Laboratory results;
 - vi. Referrals/discharges to/from inpatient or crisis services; and
 - vii. Known changes in condition that may adversely impact the Member's health and/or welfare



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 24, 2024

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

SUBJECT: AMENDED AGREEMENT WITH READING AND BEYOND FOR
EMPLOYMENT AND TRAINING PROGRAM SERVICES

SUMMARY:

Overview:

The Human Services Agency (HSA) is seeking approval to amend the agreement with Reading and Beyond (RaB), a community-based organization, to continue to provide employment and training program services to Non-Assistance CalFresh recipients. The primary goal is to provide case management and supportive services to assist participants to gain and retain employment.

Recommendation:

Approve the first amendment to the agreement with Reading and Beyond extending employment and training program services for Non-Assistance CalFresh recipients effective October 1, 2024 through September 30, 2025.

Fiscal Impact:

There is no impact to County General Fund. The total cost of this agreement is \$185,647. Sufficient appropriations have been budgeted for this agreement in the Fiscal Year 2024-25 Adopted Budget under Budget Unit 510000. The yearly cost for this agreement includes anticipated Federal Funds that do not require a match and available CalFresh Employment & Training (E&T) ancillary/administrative reimbursement funds. Participating counties are required to invest a 50% match of both the administrative and participant reimbursement funds. The County's share will be provided by the agreement with RaB, who will leverage their own private, non-Federal match funds.

BACKGROUND:

HSA proposes that the current agreement with RaB for CalFresh E&T recipients services be extended for an

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AMENDMENT TO AGREEMENT WITH READING AND BEYOND FOR EMPLOYMENT AND TRAINING PROGRAM SERVICES

September 24, 2024

Page 2 of 2

additional one year. The extension will allow for continued case management and supportive services to assist participants to gain and retain employment. On October 19, 2021, the Board approved the current agreement (No. 21-135) with RaB. RaB is a community-based organization that has successfully implemented an employment and training model in several California counties, including Kings County. Kings County has been in contract with RaB for employment and training services since March 1, 2019, via sole source approval from the Purchasing Department. RaB has been providing successful services since that time.

The CalFresh program is a federally funded initiative that supplements low-income families' food budgets to ensure access to adequate nutrition. The CalFresh E&T Program, administered by the California Department of Social Services, aims to help participants gain skills, training, and work experience to secure sustainable employment and economic self-sufficiency. The E&T services offered include job search assistance, work experience, educational programs, and job retention strategies. The program's strategic goals include increasing job placement, retention, and wages, expanding participation across diverse communities, improving employability, and enhancing skills attainment and credentialing.

The E&T program's focus on offering job-specific training and essential support services establishes CalFresh E&T as a crucial part of California's workforce system. This program presents a unique opportunity to assist CalFresh recipients in transitioning to higher-paying jobs.

The United States Department of Agriculture, Food and Nutrition Service (FNS) requires that states offer E&T services to CalFresh participants. Each year, county welfare departments that choose to participate in CalFresh E&T develop a county E&T plan. County plans, which were due July 26, 2024, are then combined into a statewide E&T plan, which then are submitted to FNS for approval. Kings County's plan was submitted and approved, along with the other California counties, to continue a CalFresh E&T program.

HSA requests to amend the agreement with RaB to continue to provide CalFresh E&T Program services to Non-Assistance CalFresh program recipients.

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

COUNTY OF KINGS

FIRST AMENDMENT TO AGREEMENT

This first amendment (“1st Amendment”) of Agreement No. 21-135 is entered into on October 1, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”) and Reading and Beyond, a California nonprofit public benefit corporation (“Contractor”) (singularly a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the County and Contractor entered into Agreement No. 21-135 on October 1, 2021, to provide supportive services to Non-Assistance CalFresh participants to gain skills, training, or work experience through employment and training services and increase their ability to obtain regular employment that leads to economic self-sufficiency;

WHEREAS, the county continues to need employment and training services for Non-Assistance CalFresh participants;

WHEREAS, Section 6 of Agreement No. 21-135 authorizes the Parties to modify the Agreement’s terms by a written amendment, executed by the Parties; and

WHEREAS, the Parties intend to amend Agreement No. 21-135 to extend its term for an additional one (1) year and to revise the scope of work and include the new fiscal year’s operating budget.

NOW, THEREFORE, the Parties agree to modify Agreement No. 21-135 as follows:

1. **Section 4 of Agreement No. 21-135 is amended to add:**

The term of this Agreement is extended for one year and shall terminate on September 30, 2025 (“Extension Period”), unless otherwise terminated in accordance with Section 7.

2. **The Operating Budget of Agreement No. 21-135 is amended to include:**

The Operating Budget for the Extension Period is federal Fiscal Year 2025/2026, attached to this 1st Amendment and referred to as **Revised Exhibit B**.

3. **Section 19 of Agreement No. 21-135 is amended to update the County and Contractor contact information to the following:**

County

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

Contractor

Sandra R. Flores, CEO
Reading and Beyond
4670 E, Butler Avenue
Fresno, CA 93702

4. The following ADA Compliance language shall be added to Agreement No. 21-135 as Section 28:

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

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

5. The following Debarment and Suspension language shall be added to Agreement No. 21-135 as Section 29:

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

6. The Scope of Work (Exhibit A) of Agreement No. 21-135 is amended to include Performance Measures for the period of October 1, 2024, through September 20, 2025:

CalFresh Employment and Training Performance Measures:

Performance Measure 1- The number of unduplicated NACF recipients enrolled in CalFresh E&T services by the end of the contract term:

Goal: 176 NACF recipients enrolled in E&T services (76 new/100 carryover).

Performance Measure 2- Employment Entry or Wage Progression Achievement:

Goal: Fifty percent (50%) of enrolled participants are placed in employment or achieving wage progression during program participation.

Performance Measure 3- Job Retention at 90 Days:

Goal: Fifty percent (50%) of participants who entered employment will maintain that position for up to 90 days.

Performance Measure 4- CalFresh Benefits Termination:

Goal: Thirty percent (30%) of participants who entered employment will have terminated CalFresh benefits during program participation.

Performance Measure 5- CalFresh Benefits Reduction:

Goal: Seventy percent (70%) of participants who entered employment will have reduced CalFresh benefits during program participation.

Performance Measure 6- Educational or Vocational Program Enrollment:

Goal: Fifty percent (50%) of participants receiving services will be enrolled in educational or vocational programs.

Performance Measure 7- Completing or Persisting in a Vocational or Educational Program:

Goal: Fifty percent (50%) of participants enrolled in educational or vocational programs will complete their educational goals OR continue their educational goals (at least half-time) with at minimum of a 2.0 GPA.

7. The recitals and exhibits are integral and incorporated into this 1st Amendment by this reference.
8. All other terms and conditions of Agreement No. 21-135 shall remain in full force and effect.
9. The Parties may execute this 1ST Amendment by electronic means. The electronic signatures affixed by their respective signatories give rise to a valid, enforceable, and fully effective agreement.
10. The Parties may execute this Agreement in two (2) or more counterparts, to be construed together and that constitutes one (1) agreement.
11. Each signatory to this 1st Amendment represents it is authorized to enter into this Agreement and bind the party to which its signature represents.

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

COUNTY OF KINGS

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

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO FORM

Diane Freeman, County Counsel

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

READING AND BEYOND

Sandra R. Flores
By: _____
ADCC10C1E55920364D387B40BD7C0676 readysign
Sandra R. Flores, CEO

RISK MANAGEMENT APPROVED AS
TO INSURANCE

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

Exhibits/Attachments:

Revised Exhibit B: Budget

Exhibit E: ADA Compliance

Revised Exhibit B: CalFresh Employment and Training Budget

Reading and Beyond CFET		
		2024-2025 Budget
Salaries		
Bridge Academy Manager (0.05 FTE)		\$3,000.00
Career & Family Navigator (1 FTE)		\$52,000.00
Career & Family Navigator (1 FTE)		\$52,000.00
Total Salaries		\$107,000.00
Payroll Taxes & Benefits		
Payroll Taxes		\$8,025.00
Health Insurance		\$12,546.00
Retirement Contribution		\$2,200.00
Annual Leave Benefit		\$1,500.00
SUBTOTALS		\$131,271.00
Insurance (Workers Comp and Liability)		\$1,599.00
Mileage		\$2,500.00
Supplies		\$2,000.00
Printing & Copying		\$0.00
Communication		\$3,193.00
50-50 Ancillary Support Costs		\$24,000.00
SUBTOTALS		\$33,292.00
Indirect Costs @ 15%		\$21,084.00
TOTALS		\$185,647.00
FNS 100% Funds		\$54,868.00
FNS 50% Administrative Match		\$53,389.50
FNS Transportation and Ancillary Match		\$12,000.00
Reading and Beyond Match		\$65,389.50
Total		\$185,647.00

Exhibit E

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

NOTE: Discrimination complaints by applicants for, and recipients of, public benefits administered by Kings County are handled by the Human Services Agency, pursuant to state law and the Human Services Agency Administrative policy and Procedure No. 23. Notice of this fact is provided to all applicants and recipients. For more information, please contact the Program Manager/Civil Rights Coordinator for the Human Services Agency at 559.852.2201. If you submit a complaint to the ADA Coordinator that should be directed to the Human Services Agency, your complaint will be forwarded to the Human Services Agency, and will be deemed received by the Human Services Agency upon actual receipt by it for purposes of the filing and response deadlines stated in Policy and procedure No. 23. Please also note that the County's Personnel Rules govern employment related complaints of disability discrimination. Please refer to section 10200 to 10209 of the Personnel Rules regarding the County's grievance procedure, as well as Chapter 14 of the Personnel Rules regarding discrimination complaints. The process described in either part may be relied upon to resolve a complaint of disability discrimination.

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

The complaint should be submitted by the complainant and/or his/her designee as soon as possible, but no later than sixty (60) calendar days after the alleged violation to:

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

If this complaint is being made on behalf of someone other than me, that person's contact information is as follows:
My complaint relates to circumstances that occurred:

- a) On the following date:
- b) At the following location: My complaint is as follows:
- c) (Please be as specific as possible and include the names and contact information of anyone involved)



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 24, 2024

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

SUBJECT: AMEND AGREEMENT WITH ASPIRANET FOR ADOPTION PROMOTION AND SUPPORT SERVICES

SUMMARY:

Overview:

The Human Services Agency (HSA) is seeking approval to extend the agreement with Aspiranet to provide Adoption Promotion and Support Services for children served by Child Welfare Services for an additional one-year.

Recommendation:

Approve the first amendment with Aspiranet extending Adoption Promotion and Support Services for an additional one-year period effective October 1, 2024 through September 30, 2025.

Fiscal Impact:

There will be no impact to County General Fund with this Agreement. The maximum amount of this agreement for fiscal year (FY) 2024-25 is \$136,336. The revenue source for this agreement is a combination of dedicated federal funds and realignment. Sufficient appropriations and revenues for this contract are included in HSA's FY 2024-25 Adopted Budget in Budget Unit 510000.

BACKGROUND:

On March 1, 2022, the Board approved the original agreement (No. 22-023) with Aspiranet. This agreement was approved retroactively with an effective start date of October 1, 2021. The term of the agreement was for three years with an option to extend the agreement for an additional two, one-year extensions if agreed upon mutually by HSA and Aspiranet.

(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

AMEND AGREEMENT WITH ASPIRANET FOR ADOPTION PROMOTION AND SUPPORT SERVICES

September 24, 2024

Page 2 of 2

HSA proposes that the current agreement with Aspiranet to provide Adoption Promotion and Support Services be extended. This first amendment will allow adoption services to continue for an additional one-year for clients served by HSA. Post adoption services are important to help clients and their families who have been adopted to cope with complex emotions and experiences that can arise from the adoption.

Adoptive children are entitled to post-adoption services such as training to assist adoptive parents, mental health crisis intervention services by qualified clinical staff, and support for birth connections. Additionally, Adoption Promotion and Support Services increase the stability of child placements in adoptive and guardian families, increase the understanding of the adoption process, and increase the skills for all family members involved in the life-long issues of adoption and guardianship. Adoption Promotion and Support Services alleviate crisis, stabilize the child and family, and equip families with tools to prevent further crisis by providing meaningful and purposeful trauma informed adoption services.

HSA is requesting approval to extend the agreement with Aspiranet for an additional one-year from October 1, 2024, through September 30, 2025.

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

1

Agreement No. _____

**COUNTY OF KINGS
FIRST AMENDMENT TO AGREEMENT FOR SERVICES**

This first amendment (“1st Amendment”) to Agreement No. 22-023 is entered into on October 1, 2024, by and between the County of Kings, a political subdivision of the State of California (“County”), and Aspiranet, a California nonprofit public benefit corporation (“Contractor”) (singularly a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the County and Contractor entered into Agreement No. 22-023 on March 1, 2022, for adoption and guardianship services for foster children needed by the Human Services Agency;

WHEREAS, Section 6 of Agreement No. 22-023 authorizes the Parties to modify terms of Agreement No. 22-023 by a written amendment, executed by the Parties; and

WHEREAS, the Parties intend to amend Agreement No. 22-023 to add debarment and suspension requirements, and extend its term for an additional one (1) year and include fiscal year 2024/2025 Aspiranet budget.

NOW, THEREFORE, the Parties agree as follows:

1. Section 4 of the Agreement No. 22-023 is amended to add the following paragraph:

The term of this Agreement is extended for one (1) year and shall terminate on September 30, 2025, unless otherwise terminated in accordance with Section 6.

2. The following Debarment and Suspension language is added to Agreement No. 22-023 as Section 30:

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

3. The Budget of Agreement No. 22-023 is amended to add new figures for the fiscal year 2024-2025, attached as Revised Exhibit B:

4. The recitals and exhibits are integral to and incorporated into this 1st Amendment by this reference.

5. All other terms and conditions of Agreement No. 22-023 remain in full force and effect.

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

7. Each signatory below represents it is authorized to enter into this 1st Amendment and bind the Party that its signature represents.

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

COUNTY OF KINGS

ASPIRANET

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

By: Vernon Brown
E5E7BAA0CA394C1DEB794GD9C55BA75F readysign
Vernon Brown, CEO

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO INSURANCE

Sarah Poots
813BB3CAD3655817F55583489257E37C readysign

By: _____
Sarah Poots, RISK Manager

APPROVED AS TO FORM
Diane Freeman, County Counsel

By: Cindy Crose Kliever
40EEBBA45D223D6ED0E56156269F917 readysign

Cindy Crose Kliever, Deputy County
Counsel

Exhibits/Attachments:
Revised Exhibit B: Aspiranet Program Budget

**Revised Exhibit B
Aspiranet Program Budget**

Provider/Contractor Name: ASPIRANET 10/1/2024- 9/30/2025

Kings Adoption Promotion and Support Services Budget	FY 24-25
1. Personnel Expenses (Classifications and FTEs)	
Program Director (.20 FTE) Program Supervisor (.29 FTE) Social Worker (1.0 FTE) Administrative Assistant (.05 FTE)	\$84,907
Benefits and Taxes @ 25%	\$21,227
Total Personnel Expenses	\$106,134
2. Operational Expenses	
Office Supplies: Program Supplies, Postage and Printing, Subscription/Book Office Location: Building Maintenance, Internet/Phones Utilities, Building Lease. Staff Training, Childcare, Community Trainings and Events, Clinical Consultant. Other: Mileage to serve clients and events.	\$17,808
Total Operating Expenses	\$17,808
Total Personnel and Operating Expenses	\$123,942
Indirect Cost (Corp Allocation 10%)	\$12,394
C. Total Program Budget	\$136,336



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 24, 2024

SUBMITTED BY: Department of Public Health – Rose Mary Rahn

SUBJECT: TEMPORARY CLOSURE FOR AN ALL-STAFF DEPARTMENT MEETING AND TRAINING

SUMMARY:

Overview:

The Kings County Department of Public Health (KCDPH) is requesting approval to close all offices for an all-staff meeting and training.

Recommendation:

Approve the closure of the Kings County Department of Public Health for an all-staff meeting and training on Wednesday, November 20, 2024, from 8:00 AM to 1:00 PM, including the offices in Hanford, Lemoore, Corcoran, and Avenal.

Fiscal Impact:

None.

BACKGROUND:

KCDPH places great importance on convening all its staff members for the annual department meeting. The meeting serves as a platform to inform staff about emerging public health challenges and priorities. It allows employees to gain a better understanding of the developments that lie ahead and how they might impact their roles.

Moreover, this gathering facilitates a stronger connection between the staff and the leadership team. By bringing employees and management together, the meeting fosters a sense of unity and encourages open communication between different levels of the organization. It also provides an opportunity for management to express their appreciation to the staff for their unwavering dedication and outstanding service.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

TEMPORARY CLOSURE FOR AN ALL-STAFF DEPARTMENT MEETING AND TRAINING

September 24, 2024

Page 2 of 2

One of the primary objectives of the meeting is to promote transparency in decision-making. Management endeavors to be forthcoming with the staff, sharing insights into the reasoning behind various decisions and initiatives. This transparency builds trust and confidence among the employees, making them feel valued and included in the department's priorities.

Furthermore, assembling all KCDPH staff together allows management to deliver consistent messages to everyone. By ensuring that every employee receives the same information, misunderstandings and miscommunications are minimized, and the workforce is aligned towards a common purpose.

During the meeting, management emphasizes how each staff member's efforts contribute to the achievement of the department's vision and mission. By highlighting the collective impact of their work, employees are inspired and motivated to continue striving for excellence in their respective roles.

If the proposal for the meeting is approved, KCDPH will temporarily close all department offices from 8:00 AM to 1:00 PM on Wednesday, November 20, 2024, to ensure all staff members can attend. This temporary closure will include the KCDPH offices in Hanford, Lemoore, Corcoran, and Avenal. Signs will be prominently displayed at all KCDPH entrances a week in advance, and voicemail greetings will be adjusted on the meeting day to inform callers about the temporary closure. The department shall issue a press release a week before the closure to provide the public advance notice of the closure. Additionally, there will be on-call support in the event of emergency services or response needed.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 24, 2024

SUBMITTED BY: Administration – Kyria Martinez/Matthew Boyett

SUBJECT: PROPOSITION 35 SUPPORT RESOLUTION

SUMMARY:

Overview:

Proposition 35 (Prop 35) looks to address California’s most urgent health care priorities by securing dedicated, ongoing funding – without raising taxes – to protect and expand patient access to care at community health clinics, hospitals, emergency rooms, primary care facilities, family planning facilities, mental health providers, and with specialty care providers.

Recommendation:

Adopt a resolution formally supporting Proposition 35.

Fiscal Impact:

None.

BACKGROUND:

California’s health care system is in crisis. Hospitals and health clinics closing in rural areas, emergency rooms are overcrowded, and patients are forced to wait months to meet with their doctors for preventative care. California has redirected more than \$30 billion in health care funding over the past 15 years, decreasing critical access to essential health services. The challenges Medi-Cal recipients face in accessing health care expose systemic inequities by allowing the most vulnerable individuals to wait the longest for access to care. County governments play a key role in administering Medi-Cal and distributing and organizing necessary health care services, including behavioral health services, operating hospital systems, and managed care plan. County governments face ongoing challenges such as provider capacity and recruitment and retention of the health care workforce, especially in rural counties like Kings.

(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

PROPOSITION 35 SUPPORT RESOLUTION

September 24, 2024

Page 2 of 2

Prop 35 will bolster the County's Community Health Improvement Plan by addressing critical barriers to healthcare access, including lack of insurance, transportation challenges, and cultural competency issues. This will aim to reduce health disparities and ensure more equitable access to care across the community. One-in-ten Kings County residents have difficulty finding a primary care provider, and 23% of Kings County residents were unable to access medical services due to lacking comprehensive insurance in the past year. A lack of providers, issues with insurance and Medi-cal, lack of transportation, and health literacy are all top issues and barriers for access to healthcare in Kings County.

Prop 35 will secure dedicated, ongoing funding to protect and expand patient access to care and address California's most urgent health care priorities without raising taxes. Prop 35 will also prevent the state from redirecting these funds for non-health care purposes, guaranteeing that billions in health care dollars are spent on patient care and health care workforce development and training, as intended. Additionally, Prop 35 includes strong accountability provisions, capping administrative costs at 1 percent and requiring ongoing independent financial audits.

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

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

IN THE MATTER OF SUPPORTING
PROPOSITION 35 _____

RESOLUTION NO. _____

WHEREAS, California’s health care system is in crisis - hospitals and health clinics are closing in rural areas, emergency rooms are overcrowded, and patients are forced to wait months to meet with their doctors for preventative care; and

WHEREAS, California has redirected more than \$30 billion in health care funding over the past 15 years, decreasing critical access to essential health services; and

WHEREAS, The challenges Medi-Cal recipients face in accessing health care expose systemic inequities by allowing our most vulnerable neighbors, family members, and friends to wait the longest for access to care; and

WHEREAS, County governments play a key role in administering Medi-Cal and distributing and organizing necessary health care services, including behavioral health services, operating hospital systems, and managed care plans; and

WHEREAS, County governments face ongoing challenges such as provider capacity and recruitment and retention of the health care workforce, especially in rural counties; and

WHEREAS, Proposition 35 will bolster the County’s Community Health Improvement Plan by addressing critical barriers to healthcare access, including lack of insurance, transportation challenges, and cultural competency issues. This will aim to reduce health disparities and ensure more equitable access to care across the community; and

WHEREAS, one-in-ten Kings County residents have difficulty finding a primary care provider, and 23% of Kings County residents were unable to access medical services due to lacking comprehensive insurance in the past year; and

WHEREAS, a lack of providers, issues with insurance and Medi-cal, lack of transportation, and health literacy are all top issues and barriers for access to healthcare in Kings County; and

WHEREAS, Proposition 35 will secure dedicated, ongoing funding to protect and expand patient access to care and address California's most urgent health care priorities without raising taxes; and

WHEREAS, Proposition 35 will prevent the state from redirecting these funds for non-health care purposes, guaranteeing that billions in health care dollars are spent on patient care and health care workforce development and training, as intended; and

WHEREAS, Proposition 35 includes strong accountability provisions, capping administrative costs at 1 percent and requiring ongoing independent financial audits; and

WHEREAS, Proposition 35 has received bipartisan support from a broad coalition including local government, business leaders, health care workers, first responders, labor unions, physicians, nurses, dentists, hospitals, Planned Parenthood, community health centers, and social justice organizations.

NOW THEREFORE, IT IS HEREBY RESOLVED as follows:

The County of Kings supports Proposition 35 and joins the growing coalition throughout the state supporting Proposition 35.

We further direct staff to email a copy of this adopted resolution to Natalie Sarsfield of the Yes on Proposition 35 campaign at natalie@swingstrat.com.

The foregoing Resolution was adopted upon motion by _____, and seconded by _____, at the regular meeting held on September 24, 2024, by the following vote:

AYES:
NOES:
ABSENT:

Doug Verboon, Chairman of the Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors on September 24, 2024.

Catherine Venturella, Clerk of the Board



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 24, 2024

SUBMITTED BY: Behavioral Health Department – Lisa Lewis/Christi Lupkes
SUBJECT: AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC FOR ADULT SUBSTANCE USE DISORDER TREATMENT SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the agreement with Champions Recovery Alternative Programs, Inc., (Champions) for adult substance use disorder treatment services effective October 1, 2024 through June 30, 2027.

Recommendation:

Approve the agreement with Champions Recovery Alternative Programs, Inc., for adult substance use disorder treatment services for intensive outpatient treatment and outpatient drug-free treatment services effective October 1, 2024 through June 30, 2027.

Fiscal Impact:

There is no impact to the County General Fund. The agreement amount is \$1,244,083 for fiscal year (FY) 2024-25, \$1,552,110 for FY 2025-26, and is \$1,552,110 for FY 2026-27, for a total contract maximum amount of \$4,348,303. Expenses and revenue for expenses have been included in the department's FY 2024-25 Adopted Budget in Budget Unit 422100 – Substance Use Disorder.

BACKGROUND:

The Board approved Agreement No. 22-178 on October 11, 2022, with Champions from July 1, 2021, through June 30, 2023. On June 20, 2023, the Board approved the amendment No. 22-178.1 to extend these services through September 30, 2024.

KCBH is contracted with the California Department of Health Care Services (DHCS) per the Board's approval
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INC FOR ADULT SUBSTANCE USE DISORDER TREATMENT SERVICES

September 24, 2024

Page 2 of 2

on October 24, 2023 of Agreement No. 23-30093, to provide Drug Medi-Cal (DMC) services to Medi-Cal Plan Members in the County's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code, Sections 14021.51-14021.53, and 1412.20-14124.25 of the Welfare and Institutions Code, and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

On October 23, 2023, KCBH released Request for Proposal (RFP) No. 2024-21 for adult DMC outpatient SUD treatment services, and the County received three proposals. Out of the three proposals, two were chosen: Recover Medical Group PC and Champions. On January 19, 2024, Champions received a Notice of Intent to Award for their proposal received through this RFP process.

Through this award and subsequent agreement, Champions will provide three outpatient SUD treatment levels of care (LOC): Early Intervention (EI), Outpatient Drug Free (ODF), and Intensive Outpatient Treatment (IOT). The target populations are adult, transition-age youth (TAY), and perinatal Medi-Cal Plan Members experiencing SUD or problems related to SUD. While this provider can serve any eligible Medi-Cal Plan Member within the county, through this agreement, Champions will operate an adult outpatient clinic in the city of Hanford and Avenal to enhance access to services throughout the county. As a provider of these DMC outpatient services, Champions will expand the capacity of SUD services for Collaborative Justice Treatment Court (CJTC) participants.

DMC outpatient services provide assessments, group and individual counseling, medication services, Medication Assisted Treatment (MAT) for Opioid Use Disorder (OUD), patient education, and SUD crisis intervention to Medi-Cal Plan Members within the County's service area. The goals of these services are to achieve sobriety or significantly reduce use of drugs and alcohol, enhance personal well-being and social functioning, increase life skills and access to community resources and social supports, and decrease the likelihood of relapse and risk of future substance use issues.

The California Advancing and Innovating Medi-Cal (CalAIM) behavioral health reforms will shift county plan services to a care-based reimbursement system, requiring rate negotiations with providers. KCBH will guide Champions through monthly performance meetings in their first year and develop a SUD program in Avenal. Quarterly contract performance meetings and annual provider reviews will follow to support areas of improvement.

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

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

<https://www.countyofkingsca.gov/departments/board-of-supervisors/calendar-agenda-and-action-summary>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 24, 2024

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

SUBJECT: AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INCORPORATED FOR RESIDENTIAL SUBSTANCE USE DISORDER PROGRAMS

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the renewal agreement with Champions Recovery Alternative Programs, Inc (Champions) for residential substance use disorder treatment (SUD) services effective October 1, 2024 through June 30, 2025.

Recommendation:

Approve the agreement with Champions Recovery Alternative Programs, Incorporated for residential substance use disorder treatment services effective October 1, 2024 through June 30, 2025.

Fiscal Impact:

There is no impact to the County General Fund. The total operational costs for Hanna’s House are \$668,176 for fiscal year (FY) 2024-25, and the total operational costs for Samuel’s House are \$554,706 for FY 2024-25, for a total agreement amount \$1,222,882 for FY 2024-25. Expenses and revenue for this agreement have been included in the department’s FY 2024-25 Adopted Budget in Budget Unit 422100 – Substance Use Disorder.

BACKGROUND:

The Board approved Agreement No. 22-178 on October 11, 2022, with Champions from July 1, 2021, through June 30, 2023. On June 20, 2023, the Board approved the amendment No. 22-178.1 to extend these services through September 30, 2024.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH CHAMPIONS RECOVERY ALTERNATIVE PROGRAMS, INCORPORATED FOR RESIDENTIAL SUBSTANCE USE DISORDER PROGRAMS

September 24, 2024

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KCBH is seeking to continue services with Champions as the last agreement is set to expire September 30, 2024. The agreement with Champions is for SUD residential treatment services which are provided under two programs – Hannah's House and Samuel's House. Hannah's House provides residential SUD treatment and perinatal residential SUD treatment for pregnant women and women with dependent children.

Hannah's House is a non-institutional, non-medical 24-hour supportive, child friendly living environment with available trained personnel to detox, stabilize and maintain SUD withdrawal symptoms. Trained personnel assist clients with recovery skills, counseling, educational sessions, parenting classes, childcare, employment readiness, and outpatient treatment transition.

Samuel's House offers residential SUD treatment for men in a non-institutional, non-medical 24-hour environment. They provide trained staff for detox, stabilization, counseling, education, employment readiness, and transition to outpatient treatment.

For FY 2023-24, residential services across both programs had 35 program completions. Under this agreement, KCBH provides oversight of program services to comply with Federal, State, and County contract guidelines. Program oversight is also designed to meet countywide needs and State mandates for the prevention, early intervention, and treatment of SUD. Champions will provide KCBH quarterly reports on demographic data of all participants, outreach activities, training and meeting hours, and maintain all client records in an Electronic Health Records system.

A sole source form has been signed for this contract and is attached for reference as to form. Champions is the only SUD provider in Kings County offering residential treatment to Drug Medi-Cal beneficiaries. They have 24-years of experience, successfully treating 35 individuals without a waitlist in FY 2023-24. Champions provides a full continuum of treatment programs, allowing seamless transitions between levels of care. However, it is the intent and has been the ongoing work of KCBH to systematically release/rerelease Requests for Proposals (RFP) so that all biddable services stem from an awarded RFP within a time frame that KCBH anticipates being manageable, meaningful, and in alignment with best practice such as within a 10-year term. During the term of this contract and prior to expiration, KCBH will be evaluating this program within the overall plan for taking care coordination services of this nature out to RFP.

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

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

<https://www.countyofkingsca.gov/departments/board-of-supervisors/calendar-agenda-and-action-summary>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 24, 2024

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

SUBJECT: AGREEMENT WITH KINGS VIEW FOR 24/7 ACCESS LINE, WARM LINE AND CRISIS CALL CENTER AND MOBILE CRISIS RESPONSE AND PLACEMENT SERVICES

SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of the agreement with Kings View for the provision of a 24/7 access line, warm line and crisis call center, and Mobile Crisis Response and Placement services.

Recommendation:

Approve the agreement with Kings View for a 24/7 access line, warm line and crisis call center, and Mobile Crisis Response and Placement services effective September 24, 2024 through June 30, 2027.

Fiscal Impact:

There is no impact to the County General Fund. The agreement amount is \$7,173,450 for fiscal year (FY) 2024-25, \$7,039,659 for FY 2025-26, and \$7,230,680 for FY 2026-27 for a contract maximum of \$21,443,789. Expenses under this agreement and sufficient revenue for expenses were included in the department’s FY 2024-25 Adopted Budget in Budget Unit 420000 – Mental Health.

BACKGROUND:

KCBH is seeking approval of this contract with Kings View to provide community-based mobile crisis response and placement services and a call center. The call center will be made of access, crisis, and warmline services, which will specialize in crisis intervention, risk assessment, and engagement for individuals facing mental health and/or substance use disorder challenges. The Board approved agreement No. 22-202 with Kings View

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH KINGS VIEW FOR 24/7 ACCESS LINE, WARM LINE AND CRISIS CALL CENTER AND MOBILE CRISIS RESPONSE AND PLACEMENT SERVICES

September 24, 2024

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for warm line services from November 29, 2022, through June 30, 2025, and approved agreement No. 21-035.3, which includes mobile crisis and placement services from July 23, 2024, through December 31, 2024. This new agreement will supersede agreement No. 22-202. Furthermore, the startup for this Mobile crisis agreement is 90 days from execution and will be launched by the time agreement No. 21-035.3 expires. Finally, the new services included in this new Mobile Crisis agreement include the access line and crisis line services. The mobile crisis response services are defined by the Department of Health Care Services (DHCS) to meet the requirements set forth by DHCS in Behavioral Health Information Notice (BHIN) 23-025. BHIN 23-025 sets forth requirements for the provision of community-based mobile crisis response services within counties as a Medi-Cal benefit. The requirements for the services at the call center are specified in the California Code of Regulations, Title 9, Chapter 11, Section 1810.405 (Title 9), which requires that each Mental Health Plan provides a statewide, toll-free telephone number with twenty-four hour, seven days a week availability in all languages spoken in the county to provide information to Medi-Cal Plan Members about accessing specialty mental health services. The goal overall is to provide a comprehensive and effective crisis response system in the community of Kings that will ensure the safety, well-being, and appropriate care of individuals in crisis tailored to their unique needs and circumstances.

The provision of mobile crisis services in Kings County has been a multi-year planning endeavor developed with extensive input from the community through a community-wide assessment that reached over 900 individuals. It also included local partner engagement with the following agencies: The Kings County Sheriff's Office, the local emergency department of Adventist Health, Probation, City of Hanford Police Department, local behavioral health partner agencies, Human Services Agency, Central Valley Regional Center, and Kings County Office of Education. Following development of a local plan for services, the application and awarding of funding from the DHCS administered by Advocates for Human Potential, through Agreement No. 22-173, KCBH has now transitioned from the planning grant funding and is now tapping into the infrastructure funding which will assist with program start-up costs.

Kings View will deliver comprehensive mobile crisis support services 24-hours-a-day, 7-days-a-week, to individuals throughout the community experiencing behavioral health crises in compliance with DHCS requirements. Services shall employ person-centered, age-appropriate, trauma-informed practices aimed at safeguarding the immediate safety and well-being of individuals while also minimizing unnecessary engagement with emergency departments, jails, and in-patient services. The program will be designed to maintain a person's stability in the most appropriate setting and improve connection or re-connection to treatment and services in the community with the least restrictive environment. Additionally, Kings View will provide a 24-hour-a-day, 7-day-a-week Access and Crisis Line with the aim of providing individuals in the county one number to call when behavioral health services are needed. This Access and Crisis Line will assist callers in accessing county specialty mental health services and substance use disorder services, mobile crisis services, and/or warmline support, depending on the caller's needs. Kings View will also ensure accurate record keeping and logs to ensure Title 9 mandates are followed.

The procurement for this contracted provider was selected via a piggyback to a Request for Proposal (RFP) conducted by Tulare County. KCBH assisted in the development of the RFP (No. 24-036), which was issued by Tulare County Behavioral Health for Medi-Cal Crisis Services. Kings County was not required to conduct its own separate RFP since Tulare County's awarded contractor participated in extending the Proposal to the

Agenda Item

AGREEMENT WITH KINGS VIEW FOR 24/7 ACCESS LINE, WARM LINE AND CRISIS CALL CENTER AND MOBILE CRISIS RESPONSE AND PLACEMENT SERVICES

September 24, 2024

Page 3 of 3

Central Valley Purchasing Group. KCBH staff worked with the purchasing manager and legal counsel to ensure that the requirements for the piggyback award were followed and that legal standards were met.

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

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

<https://www.countyofkingsca.gov/departments/board-of-supervisors/calendar-agenda-and-action-summary>



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 24, 2024

SUBMITTED BY: Fire Department – Salvador Flores

SUBJECT: APPROVAL FOR WATER TENDER REPAIRS

SUMMARY:

Overview:

The Fire Department is requesting to pay the remaining amount due to Cummins Sales and Service for repairs on the Water Tender.

Recommendation:

Authorize the payment to Cummins Sales and Services for repairs to the Water Tender.

Fiscal Impact:

There is no fiscal impact to the General Fund as the repairs will be paid from the Fire Fund in Budget Unit 241000. An initial deposit for \$40,000 was paid, leaving a balance due of \$15,897 to cover the grand total repair of \$55,897.

BACKGROUND:

The Water Tender was towed to Cummins Sales and Service for repairs due to normal wear and tear. The department was required to pay a deposit of \$40,000 to avoid the need for a credit application, leaving the remainder of the invoice unpaid until the final amount for repairs was known and agreed upon. Work has now been completed and the final repair bill for the Water Tender is \$55,897, leaving a balance of \$15,897 needing to be paid.

The sales quote has been reviewed and approved by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 24, 2024

SUBMITTED BY: Agricultural Department – Jimmy Hook/Mario Gutierrez

SUBJECT: STUDY SESSION – RELEASE OF THE 2023 AGRICULTURAL CROP REPORT FOR KINGS COUNTY

SUMMARY:

Overview:

This is a presentation to the Board regarding the 2023 Annual Crop Report on the status of agriculture in Kings County prior to releasing it to the public.

Recommendation:

Receive a presentation on the 2023 Annual Crop Report outlining the status of agriculture in Kings County.

Fiscal Impact:

None

BACKGROUND:

By order of legislation, pursuant to Sections 2272 and 2279 of the California Food and Agricultural Code, all County Agricultural Commissioners are charged with the duty of compiling reports of condition, acreage, production, and value of the agricultural products in each county. Every year, the department presents such a report to the Board before releasing it to the public.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 24, 2024

SUBMITTED BY: Administration–Kyria Martinez/Gisselle Coyt
Pacific Gas and Electric Local Government Affairs–Nathan Alonzo

SUBJECT: STUDY SESSION - PACIFIC GAS AND ELECTRIC UPDATE ON FOX RUN
HOMES CORCORAN

SUMMARY:

Overview:

Pacific Gas and Electric (PGE) is providing an update on the ongoing efforts to have the Fox Run subdivision homes in Corcoran connected to gas and electrical services. The project has experienced delays as of recent, primarily due to issues related to land easements and construction scheduling.

Recommendation:

Receive the update from Pacific Gas and Electric on the Fox Run Homes in Corcoran.

Fiscal Impact:

None.

BACKGROUND:

PG&E and D.R. Horton, the home developer, have been working to provide gas and electricity to the Fox Run subdivision in Corcoran. As of recent, delays have arose due to complications with easements needed for PG&E's facilities. Despite these issues, the project has continued, and Horton completed its part of the installation in 2023. PG&E has now committed to energizing the subdivision by the end of November 2024, ensuring power for the homes in the Fox Run community.

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.