

Board Members

Joe Neves, District 1, Vice-Chairman
Richard Valle, District 2
Doug Verboon, District 3
Craig Pedersen, District 4, Chairman
Richard Fagundes, District 5



Staff

Edward Hill, County Administrative Officer
Carrie Wolley, Interim County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors

Regular Meeting Agenda

Date: Tuesday, September 14, 2021
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

☎ (559) 852-2362 ❖ FAX (559) 585-8047 ❖ website: <https://www.countyofkings.com>

COUNTY OF KINGS PUBLIC MEETING PROTOCOL IN RESPONSE TO CORONAVIRUS COVID-19

California Governor Gavin Newsom issued Executive Orders N-25-20 and N-29-20 on March 12, 2020 and March 17, 2020, respectively, relating to the convening of public agency meetings in light of the COVID-19 pandemic. The Board of Supervisors will convene their public meetings via video and teleconference. Pursuant to the Executive Orders, and as advised by local Health Officials, the Kings County Board of Supervisors, County staff and interested members of the public may attend the meeting in person. The meeting can also be attended telephonically or by the Internet 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 information.

Members of the public who wish to only observe the meeting virtually can do so via the worldwide web at:

<https://youtu.be/FM0wgJWoTB0> or go to www.countyofkings.com and click on the "Join Meeting" link.

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for the Board's consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, only the names of who have submitted comments will be read into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will become part of the record of the next meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us or by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

- I. 9:00 AM CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION –Pastor Brian Kleinhammer – Koinonia Church
PLEDGE OF ALLEGIANCE

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

- III. APPROVAL OF MINUTES**
A. Report out of Closed Session from August 31, 2021.
B. Approval of the minutes from the August 31, 2021 regular meeting.



IV.

CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider approving the Agreement with Symetra Life Insurance Company for subordination, non-disturbance, and attornment necessary for property financing by the property owner.
2. a. Consider approving the Agreement with the California Department of Health Care Services for mental health block grant program performance requirements, retroactively effective July 1, 2021 to June 30, 2024; and
b. Adopt a Resolution authorizing the Director of Behavioral Health to sign the Agreement with the California Department of Health Care Services and any amendments for mental health block grant program performance requirements, retroactively effective July 1, 2021 to June 30, 2024.

B. Community Development Agency:

1. Consider adopting a revised Resolution No. 20-001 removing the names "Gregory R. Gatzka" and "Chuck Kinney" and simply authorizing the positions of Community Development Agency Director or Deputy Director – Planning, to execute in the name of the County for all required documents.

C. Department of Finance:

1. Consider adopting a Resolution establishing property tax rates within Kings County for Fiscal Year 2021-2022.

D. Human Services Agency:

1. Consider approving an Agreement with the InTelegy Corporation to provide Workload Management Tool software.

E. Public Health Department:

1. a. Consider approving an Agreement with the California Department of Public Health for the California Home Visiting Program; and
b. Authorize the Director or Assistant Director of Public Health to sign all of the prospective payment invoices related to the program; and
c. Adopt the budget change. **(4/5 vote required)**
2. Consider authorizing the Assistant Director of Public Health to sign the Acceptance of Award for the Real-Time Allotment of Tuberculosis Control Program, the required certifications and all subsequent documentation thereunder to support Tuberculosis prevention and control activities.

F. Public Works Department:

1. Consider approving the Deferred Improvement Agreement for Humberto Raya Cabrera and Maria Angelica Perez Cisneros.
2. Consider accepting the dedication for In-Lieu Parcel Map 19-10 (Venoma Kautz and Dean E. Kautz) into the County Maintained Mileage.
3. a. Consider accepting the Final Map for Tract 756 Phase 5; and
b. Authorize the Clerk of the Board to sign the map.

G. Administration:

1. a. Consider approving an Agreement with Mojave Water Agency to transfer 5,000 acre feet from Mojave Water Agency to Westlake Farms; and
b. Adopt the budget change. **(4/5 vote required)**
2. Consider adopting an amendment to Resolution No. 20-079.1 setting a County-wide limit on campaign contributions for elected County offices.
3. Consider adopting a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for 900 E Broadway, LP for the Citrus Crossing Apartments.
4. Consider adopting a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Mangini Place Affordable, LP for Mangini Place Apartments.



V.

REGULAR AGENDA ITEMS

A. County Counsel – Carrie Woolley/Diane Freeman

1. Consider directing staff to pursue one of four options regarding redistricting public outreach.

B. Fire Department – William Lynch

1. Consider approving an Agreement with the City of Avenal for fire services, retroactively effective July 1, 2021 to June 30, 2022.

C. Human Resources – Henie Ring

1. Consider authorizing the Human Resources Director and designated staff to sign the successor Agreements with the General and Supervisor Units with a term ending June 30, 2025.

D. Public Works Department – Dominic Tyburski

1.
 - a. Consider adopting a Resolution of Intent to Form a Zone of Benefit in Phase 4-3 of the Armona North Subdivision for infrastructure maintenance; and
 - b. Set a Public Hearing for October 5, 2021 at 10:00 a.m. to hear testimony regarding the formation of Zone of Benefit 4-3; and
 - c. Introduce and waive the first reading of the Ordinance to Impose a Parcel Tax for Road Improvement and Maintenance within Zone of Benefit 4-3.

E. Administration – Edward Hill/Larry Spikes

1.
 - a. Consider adopting a Resolution urging Pacific Gas and Electric and the California Public Utilities Commission to reconsider General Rate Case filing for 2023-2026, request a rate freeze, implement rate reform measures and identify internal cost and spending control measures; and
 - b. Authorize the Chairman to sign a letter to the California Public Utilities Commission voicing concerns over General Rate Case filing for 2023-2026, request a rate freeze, implement rate reform measures and identify internal cost and spending control measures.

F. Public Health Department –Darcy Pickens/Heather Silva

1. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

VI.

ADMINISTRATIVE HEARING:

A. Information Technology – John Devlin/Evan C. Jones

Conduct a Hearing and make one of the following findings:.

1. Kings View's protest lacks merit and Behavioral Health's recommendation to award RFP 2021-72 to Mental Health Systems, Inc. was reached in a fair and reasonable manner and, therefore, will not be overturned by this Board;
2. Kings View's protest has merit and this Board finds that all proposals received in response to RFP 2021-72 must be re-evaluated by individuals other than those involved in the initial evaluation committee; or
3. Kings View's protest has merit and this Board finds RFP 2021-72 a failure, rejects all proposals received in response thereto, and directs Behavioral Health to issue a new RFP for Specialty Mental Health Services to Children and Youth.



VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VIII. CLOSED SESSION:

- ◆ **Conference with Real Property Negotiator: 2 Cases [Govt. Code Section 54956.8]**
 Property: 8748 Idaho Ave., Hanford, CA 93230
 (APN 061-270-043)
 Negotiating Parties: Edward Hill/Larry Spikes/William Lynch/Diane Freeman
 Property: 1222 W. Lacey Blvd., Hanford, CA 93230
 Negotiating Parties: Edward Hill/Larry Spikes/Diane Freeman
- ◆ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)]**
- ◆ **Significant Exposure to Litigation: 2 Cases [Govt. Code Section 54956.9 (d)(2)(e)(3)]**
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: County Counsel
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: Director of Finance
- ◆ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
Negotiators: Edward Hill, Larry Spikes, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - General –CLOCEA
 - Supervisors – CLOCEA
 - Blue Collar –SEIU
 - Probation Officer’s Association
 - Firefighter’s Association
 - Detention’s Deputy Association
 - Prosecutor’s Association
 - Deputy Sheriff’s Association
 - Unrepresented Management

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday September 21, 2021 at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

September 21	9:00 AM	Regular Meeting
September 28	9:00 AM	Regular Meeting
October 5	9:00 AM	Regular Meeting
October 12	9:00 AM	Regular Meeting
October 19	9:00 AM	Regular Meeting

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

Board Members

Joe Neves, District 1, Vice-Chairman
Richard Valle, District 2
Doug Verboon, District 3
Craig Pedersen, District 4, Chairman
Richard Fagundes, District 5



Staff

Larry Spikes, Interim County Admin. Officer
Carrie Woolley, Interim County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors Regular Meeting Action Summary

Date: Tuesday, August 31, 2021
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Members of the public who wish to only observe the meeting virtually can do so via the worldwide web at:

<https://youtu.be/Jc-Il85SvEs>

Members of the public who wish to participate in the meeting virtually and make public comment can do so via the worldwide web at: <https://countyofkings.webex.com/j.php?MTID=md3b3fdd321e837c7b7e96599cc72276f>

Members of the public who wish to comment may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether it is on the agenda for Board consideration or action, and those comments will become part of the administrative record of the meeting. Comments will not be read into the record, the Clerk of the Board will only read the names of who have submitted comments into the record. Written comments received by the Clerk of the Board of Supervisors no later than 8:30 a.m. on the morning of the noticed meeting will be included in the record, those comments received after 8:30 a.m. will be read into the record of the next meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us or by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230.

10:00 AM - REDISTRICTING PUBLIC HEARING INSTRUCTIONS – ENGLISH

To attend virtually in English and make public comment, the meeting link is:

<https://countyofkings.webex.com/j.php?MTID=md3b3fdd321e837c7b7e96599cc72276f>

- Members of the public, who participate via their computers or through the WebEx application platform, may provide public comment at the meeting by using the "Raise Your Hand" function and you will be called upon when it is your turn to speak. Testimony will be limited to five (5) minutes per speaker during the public hearing section of the meeting.
- If you have trouble logging in through the Internet, you may join the meeting via telephone by calling **(415) 655-0003**, then enter the **access code of 1779 58 2188#**.

If you just wish to only observe the public hearing and not make comments access this YouTube <https://youtu.be/Jc-Il85SvEs>

10:00 AM - INSTRUCCIONES PARA LA AUDIENCIA PÚBLICA DE REDISTRIBUCIÓN - ESPAÑOL

Para asistir virtualmente en inglés y hacer comentarios públicos, el enlace de la reunión es:

<https://countyofkings.webex.com/j.php?MTID=m372a3108354ea0352c652f7ac48c8b2d>

- Los miembros del público, que participan a través de sus computadoras o mediante la aplicación WebEx, pueden proporcionar comentarios públicos en la reunión mediante la función "Levantar la mano" y se le llamará cuando sea su turno de hablar. El testimonio se limitará a cinco (5) minutos por orador durante la sección de audiencia pública de la reunión.
- Si tiene problemas para iniciar sesión a través de Internet, puede unirse a la reunión por teléfono llamando al **(415) 655-0003**, luego ingrese el **código de acceso 1777 30 6369#**

Si solo desea observar la audiencia pública y no hacer comentarios acceda a este enlace de YouTube <https://youtu.be/m1mxaAYWdbQ>



I. 9:00 AM

CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Pastor Andrew Cromwell – Koinonia Church

PLEDGE OF ALLEGIANCE

ALL MEMBERS PRESENT

II.

UNSCHEDULED APPEARANCES

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

Josh Cunningham, Kings County Assistant Fire Chief stated that 22 fire personnel are working on fires through out the State.

III.

APPROVAL OF MINUTES

A. Report Out of Closed Session on August 24, 2021.

REPORT OUT: LARRY SPIKES STATED THAT THE BOARD TOOK NO REPORTABLE ACTION IN CLOSED SESSION ON AUGUST 24, 2021.

B. Approval of the minutes from the August 24, 2021 regular meeting.

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

IV.

CONSENT CALENDAR

A. Behavioral Health Department:

1. Consider approving the Agreement with Casa Pacifica Centers for Children and Families for Specialty Mental Health Services, retroactively effective from June 22, 2021 to June 30, 2023. **[Agmt 21-113]**
2. Consider adopting a Resolution declaring the month of September 2021 as Suicide Prevention Awareness Month in Kings County. **[Reso 21-056]**

ITEM WAS PULLED FOR PRESENTATION AND APPROVED AS PRESENTED: (JN, DV, RV, RF, CP - Aye)

B. Department of Finance:

1. Consider approving the Agreement with InfoSend to print and mail out property tax bills and notices, retroactively from August 1, 2021 to July 31, 2024 with automatic successive two year renewal periods. **[Agmt 21-114]**

C. Public Health Department:

1.
 - a. Consider adding 1.00 Full-Time Equivalent Database Analyst in Budget Unit 411300; and
 - b. Consider adding 1.00 Full-Time Equivalent Program Specialist in Budget Unit 411300; and
 - c. Consider deleting 1.0 Full-Time Equivalent Health Educator in Budget 411300; and
 - d. Consider deleting 1.0 Full-Time Equivalent Medical Biller in Budget 411300.
2. Consider re-appointing the following members to the Kings County Ambulance Commission: Rusty Stivers, City of Avenal primary representative and Arend LaBlue, City of Avenal alternate representative; Gary Cramer, City of Corcoran primary representative and Rueben Shortnacy, City of Corcoran alternative representative; Steve Pendergrass, City of Hanford primary representative and Tom McKean, City of Hanford alternate representative; Michael Kendell, City of Lemoore primary representative and Margarita Ochoa, City of Hanford alternate representative; David Dodd, Kings County primary representative and Chris Barsteceanu, Kings County alternate representative; William Lynch, Kings County primary representative and Josh Cunningham, Kings County alternate representative; Nicole Alvarez, Local Hospital primary representative and Lieslle Sprague, Local Hospital alternate representative .
3. Consider approving the advanced step hire of Michelle Wynne as a Physical Therapist at Salary Range 233.0, Step 5.
4. Consider approving the advanced step hire of Meghan Whitaker as a Senior Dietitian at Salary Range 222.0, Step 5.



CONSENT CALENDAR CONTINUED

D. Public Works Department:

1. Consider authorizing the Fleet Superintendent to sell Human Services Agency's 2013 vans to county departments using Kelly Blue Book value for the cost of the vehicles.

E. Sheriff's Department:

1. a. Consider adopting a Resolution authorizing participation in the Alcohol Policing Partnership Grant; and
- b. Authorize the Sheriff to sign the Grant Agreement; and
- c. Adopt the budget change. **(4/5 vote required) [Reso 21-057]**

APPROVED CONSENT CALENDAR AS AMENDED: (DV, RF, JN, RV, CP - Aye)

V.

REGULAR AGENDA ITEMS

A. District Attorney – Keith Fagundes/Veronica Mello

1. Consider receiving and filing the Annual Report of the Real Estate Fraud Prosecution Trust Fund Program pursuant to California Government Code section 27388 for the period of July 1, 2020 through June 30, 2021.

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

B. Department of Finance – James Erb

1. Consider approving the reallocation of \$3,300,000 of Contingencies to the following Assigned Fund Balance accounts:
 - a. Assigned FB – Economic Uncertainty \$ 1,875,000
 - b. Assigned FB – Automation Replacement \$ 900,000
 - c. Assigned FB – State Court Audit Adjustment \$ 525,000
2. Approve the reallocation of \$1,000,000 of Contingencies to a 115 Pension Trust administered by Public Agency Retirement Services (PARS) and designate the Director of Finance as the authority to select or change the investment option(s).

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

C. Human Resources – Henie Ring/Carolyn Leist

1. Consider authorizing the Human Resources Director to sign an Agreement with NEOGOV for the NEOGOV Talent Management Suite Bundled Subscription Fees and professional services beginning October 1, 2021. **[Agmt 21-115]**

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

D. Public Works Department – Dominic Tyburski

1. a. Consider approving the construction Contract Change Order #3 for D.H. Williams Construction Inc., in the amount of \$83,694 for the Kings County Sheriff's Operations Building Site Improvements; and
- b. Authorize the Public Works Director to sign Change Order #3.

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

E. Administration – Larry Spikes/Matthew Boyett

1. Consider adopting the Resolution approving the Final Fiscal Year 2021-2022 Kings County Budget. **[Reso 21-058]**

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

F. Public Health Department – Edward Hill/Darcy Pickens/Heather Silva

1. Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

THE BOARD RECEIVED AN UPDATE AND NO OFFICIAL ACTION WAS TAKEN.



VI. 10:00 AM PUBLIC HEARING

Administration – Larry Spikes/Kyria Martinez

County Counsel – Carrie Woolley/Diane Walker Freeman

1. Conduct the County's third public hearing for the County's 2021 Supervisorial Redistricting process.

SUPERVISOR PEDERSEN OPENED THE PUBLIC HEARING, DIANE BADASCI, DEPUTY CLERK TO THE BOARD STATED THAT LETTERS RECEIVED BY THE CLERK FROM JULY 27, 2021 UNTIL AUGUST 31, 2021 AT 8:30 A.M. WILL BE READ IN THE RECORD AND WILL BECOME PART OF THE PERMANENT RECORD OF THIS MEETING: SHE STATED THAT A LETTER FROM VALLEY VOICES WAS PARTIALLY READ AT THE JULY 27, 2021 MEETING AND THE ENTIRE LETTER WAS READ INTO THE RECORD TODAY. TESTIMONY WAS RECEIVED FROM CLAIRE FITIAUSI WITH VALLEY VOICES AND THE PUBLIC HEARING WAS CLOSED.

10:00 AM PUBLIC HEARING

County Counsel – Carrie Woolley/Diane Walker Freeman

Community Development Agency – Chuck Kinney

1. Conduct a public hearing to consider affirming the decision of the Planning Commission approving the Conditional Use Permit No. 19-01 Amendment.
- 2.. Conduct a public hearing to consider affirming the decision of the Planning Commission approving the Conditional Use Permit No. 19-02 Amendment.
3. Conduct a public hearing to consider affirming the decision of the Planning Commission approving the Conditional Use Permit No. 20-02.

CATHERINE VENTURELLA, CLERK TO THE BOARD STATED THAT THE BOARD RECEIVED A WITHDRAWAL NOTICE FILED BY THE APPEALANT FOR THE SCHEDULED APPEAL HEARINGS ON CONDITIONAL USE PERMIT NO. 19-01, 19-02 AND 20-02 AND DUE TO THE RECEIPT OF THE WITHDRAWAL THE PUBLIC HEARING WAS CANCELLED.

VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

Supervisor Neves stated that he attended the Local Agency Formation Commission, Kings Area Rural Transit Agency and Kings County Association of Governments meetings and announced at Lemoore Raceway.

- ◆ Board Correspondence: **None**
- ◆ Upcoming Events: **Larry Spikes stated that the LCDR Otis V. Tolbert, US Navy Annual Memorial Golf Tournament at Lemoore Golf Course will be held on Friday, September 10, 2021 with check-in at 7:00 a.m. and start time at 8:00 a.m. with a cost of \$75 per person/\$300 per four person team, cost includes course fees, golf cart and lunch. He stated that Renewable Solar will hold a Ribbon Cutting Event at Danell Brothers at 9623 Idaho Avenue in Hanford on Friday, September 10, 2021 from 11:00 a.m.-1:00 p.m. with guest speakers: Congressman David Valadao, Rance Danell and Dusty Howze. He stated that the Kings County Sheriff's Posse Crab Feed will be held on September 11, 2021 at Burris Park, with gates open at 6:00 p.m. and tickets are \$150 per person for all you can eat crab and tri-tip. He stated that the Groundbreaking ceremony for the SB 81 – Round 2, Juvenile Facility and Day Reporting Center will be held on September 15, 2021 at 1:30 p.m. and the Links for Life Pink Passion Picnic will be held at Hanford Civic Auditorium on October 20, 2021 at 10:30 a.m. and stated that there will be no Board of Supervisors meeting held on September 7, 2021 due to the observance of Labor Day on September 6, 2021. Supervisor Neves stated that the Public Safety luncheon will be held on September 24, 2021.**



- ◆ Information on Future Agenda Items: **Larry Spikes stated that the following items would be on a future agenda: Community Development Agency – revise Resolution No. 20-001 for the 2019 Home Investment Partnership Program Application, Finance Department – FY 21/22 Property Tax Rates, Information Technology – Protest of award of RFP 2021-22 Specialty Mental Health Services to Children and Youth, Fire Department – Avenal Fire Services Agreement, Public Health Department – COVID-19 update, California Home Visiting Program, Tuberculosis Control Program Real-Time Allotment Funding, Human Services Agency – Agreement with Intelegy Corporation for Workload Management Tool Software.**

Supervisor Verboon stated that today is Interim County Administrative Officer, Larry Spikes last Board meeting and thanked him for his service and willingness to assist Kings County during the search for a new County Administrative Officer. Larry Spikes thanked the Board for the opportunity to give back to the County for all it has given him during his employment and stated that he would be staying to help the new County Administrative Officer, Edward Hilll during his transition while the Assistant County Administrative Officer, Kyria Martinez is out of the office on medical leave.

Supervisor Verboon stated that today is Interim, County Counsel, Carrie Woolley's last Board meeting and thanked her for her service to Kings County and for stepping into the lead role during the transition during the recruitment for for a new County Counsel. Supervisor Valle thanked Carrie Woollley for all of her assistance as Internim County Counsel.

VIII. CLOSED SESSION

- ◆ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)]**
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: County Counsel
- ◆ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: Director of Finance

IX. 11:00 AM CALIFORNIA PUBLIC FINANCE AUTHORITY REGULAR MEETING

X. 11:00 AM CALIFORNIA COMMUNITY HOUSING AGENCY REGULAR MEETING

XI. 11:15 AM BOARD OF EQUALIZATION REGULAR MEETING

XII. ADJOURNMENT

The September 7, 2021 meeting has been cancelled in observance of Labor Day on September 6, 2021 when County offices will be closed..The next regularly scheduled meeting will be held on Tuesday, September 14, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

September 14	9:00 AM	Regular Meeting
September 21	9:00 AM	Regular Meeting
September 28	9:00 AM	Regular Meeting

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 14, 2021

SUBMITTED BY: Behavioral Health –Lisa Lewis/UnChong Parry

SUBJECT: SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
WITH SYMETRA LIFE INSURANCE COMPANY

SUMMARY:

Overview:

Kings County Behavioral Health seeks approval of a Subordination, Non-Disturbance and Attornment agreement with Symetra Life Insurance Company for real property located at 460 Kings County Drive, Suite 101, Hanford, CA 93230.

Recommendation:

Approve the Agreement with Symetra Life Insurance Company for subordination, non-disturbance, and attornment necessary for property financing by the property owner.

Fiscal Impact:

There is no impact to the County General Fund. This agreement has no fiscal component.

BACKGROUND:

Kings County Behavioral Health currently leases two office suites (101 and 102) at 460 Kings County Drive from L.J. Steiner, Limited Liability Company. On May 25, 2021, the Board approved a new lease agreement (#21-048). The new lease terms were approved retroactively from May 1, 2021 through May 1, 2026.

Subordination agreements are standard for commercial leases when owners finance property because lenders typically require them as a contingency to securing financing. The lease is already subordinated to liens against the property under the lease agreement. The lease's subordination provision and the subordination agreement require a new owner to abide by the lease in the event of a foreclosure. The subordination provisions are included in the original lease agreement in section 25.

Subordination agreements are recorded and signatures require notarization.

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

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Prepared by, Recorded at the Request of
and After Recording Return To:

Laura Dodd
Symetra Life Insurance Company
Mortgage Loan Department
PO Box 84066
Seattle, WA 98124-8466

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT is dated as of _____, 2021, and is entered into among SYMETRA LIFE INSURANCE COMPANY, an Iowa corporation ("the **Lender**") whose address for notices is PO Box 84066, Seattle, WA 98124-8466; L.J. STEINER, LLC, a California limited liability company (the "**Landlord**"), whose address for notices is 3368 N. State Highway 59, Suite L, Merced, CA 95348-9407; and COUNTY OF KINGS, a political subdivision of the State of California (the "**Tenant**") whose address for notices is Attn: Kings County Behavioral Health, 460 Kings Count Drive, Suite 101, Hanford, CA 93230, with respect to the real property located in Kings County, California more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Property**").

RECITALS:

A. Lender has made, or is about to make, a loan to Landlord, evidenced by a Real Estate Note and secured by a mortgage or deed of trust (the "**Security Instrument**," which term includes all renewals, modifications and replacements thereof (including refinancings by Lender), including without limitation those that increase the amount secured thereby) recorded concurrently herewith with respect to the Property (the Security Instrument and any other documents evidencing or securing the loan are collectively referred to herein as the "**Loan Documents**"); and

B. Tenant leases all or a portion of the Property (the "**Premises**") pursuant to an unrecorded lease between Landlord and Tenant dated May 25, 2021 (the "**Lease**"), which Premises are commonly known as Suites 101 and 102, located at 460 Kings County Drive, City of Hanford, California, and

C. The parties desire to provide for Tenant's subordination of the Lease to the lien of the Security Instrument and for Lender's agreement not to disturb Tenant's rights in the Premises in the event Lender should foreclose the Security Instrument, and the parties are willing to so agree, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby represented and agreed as follows:

1. **Subordination of Lease.** The Lease and the leasehold estate created thereby and all of Tenant's rights under the Lease (including without limitation, any right, option or opportunity of Tenant to purchase the Property) are and shall at all times remain subordinate (i) to the Security Instrument and the lien thereof, to the extent of all amounts secured by the Security Instrument and interest thereon, and (ii) to all rights of Lender under the Security Instrument. Tenant will not cause the Lease to be subordinated to any interests other than those held by Lender (and its successors and assigns) without notice to and written consent of Lender.

2. **Notice to Lender; Option to Cure.** Tenant agrees to deliver to Lender prompt written notice of any default by Landlord under the Lease that would entitle Tenant to cancel the Lease or abate the Rent payable thereunder or that would provide Tenant with a right of offset against any monetary obligations under the Lease. Lender shall have the right, but not the obligation, to cure such default within the same period of time that Landlord has to cure such default.

3. Tenant Acknowledgment of Assignment. Tenant acknowledges that the Lease and the rent due under the Lease will be assigned to Lender pursuant to the Security Instrument as security for the loan secured by the Security Instrument. If Lender notifies Tenant of a default by Landlord under the Loan Documents and demands that Tenant pay rent and all other sums due under the Lease to Lender, Tenant agrees to honor such demand and pay rent due under the Lease as directed by Lender, and Landlord hereby directs Tenant to comply with such demand, and agrees that any such payment by Tenant to Lender pursuant to such a demand shall satisfy Tenant's payment obligations to Landlord under the Lease to the extent of the amount so paid. Tenant will not, without the prior written consent of Lender, pay to Landlord any rent under the Lease more than thirty (30) days in advance of its due date.

4. Attornment. In the event of foreclosure under the Security Instrument or deed in lieu thereof, or any other exercise by Lender of rights and remedies as a result of which Lender or another party (collectively, a "**Successor Landlord**") becomes the owner of the Property (such a transfer being referred to herein as a "**Transfer**"), the Lease shall continue in full force and effect as a direct lease between Successor Landlord and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals (if exercised). Tenant agrees to attorn to and accept any such Successor Landlord as landlord under the Lease, and to be bound by and perform all of the obligations imposed by the Lease, said attornment to be self-operative, without execution of any further instruments, upon a Transfer. Notwithstanding the foregoing, neither Lender nor any other Successor Landlord shall be (i) liable for any act or omission of a prior landlord, other than a non-monetary default of a continuing nature that continues past the date of the Transfer, and of which Lender is given written notice prior to the Transfer (a "**Continuing Default**"), (ii) subject to any claims, offsets, counterclaims, or defenses which Tenant may have against any prior landlord (including Landlord), other than those arising from a Continuing Default, (iii) bound by any rent or additional rent which Tenant may have paid in advance to any prior landlord (including Landlord) for a period in excess of one month or by any security deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord (including Landlord), unless such advance rent, deposit or charge has been delivered to Lender, (iv) bound by any amendment to the Lease which reduces the amount of rent or other sums due thereunder, changes the frequency of the payment of rent, shortens the initial term or shortens or eliminates any renewal option, materially increases the obligations of the landlord thereunder, or releases any tenant from any obligation to insure, maintain or repair the Property or from any other material financial obligation of the tenant under such Lease, where such amendment is made without the prior written consent of Lender, or (v) bound by any purchase option or right of first refusal for the purchase of any portion of the Property currently or hereafter granted under the Lease or otherwise held by Tenant, except as otherwise expressly provided herein. With regard to item (v) above, Tenant and Lender hereby agree that if Tenant holds any right of first offer or right of first refusal to acquire the Property, such right shall not be triggered by (and shall not apply in the context of) a Transfer.

5. Non-Disturbance. Upon a Transfer, Lender, and any Successor Landlord, will not disturb the possession of Tenant or its successors and assigns, so long as no default on the part of Tenant has occurred under the Lease which would cause or permit the termination or would entitle the Landlord to dispossess the Tenant from the Premises.

6. No Recourse to Lender. Lender shall not, either by virtue of the Security Instrument or this Agreement, be or become (i) a mortgagee-in-possession or (ii) subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired by foreclosure or otherwise the interest of Landlord in the Premises. Lender's liability or obligation under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises, including Continuing Defaults.

7. Notices. All notices and other communications hereunder shall be in writing and deemed to have been duly given, served or received (i) if mailed, on the third day after deposit in the United States Mail, registered or certified, postage prepaid, return receipt requested, or (ii) if delivered by reputable commercial overnight courier the next business day after delivery to such courier, in each case addressed to the party at its address set forth herein (or at such other address as shall hereafter be designated in writing by the applicable party to the sender).

8. Binding Agreement. This Agreement shall be binding upon the parties and their respective successors and assigns.

9. Miscellaneous. Tenant understands that as between Tenant and Lender, the terms of this Agreement are binding on Tenant even if they grant rights to Lender that Lender would not necessarily otherwise enjoy under the Lease as a successor

landlord in the absence of this Agreement. This Agreement represents the entire agreement of the parties and supersedes any prior or contemporaneous communications, written or oral, relating to the terms hereof. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Parties hereto or their respective successors in interest. The laws of the State where the Property is located shall govern the validity, construction and enforcement of this Agreement, without giving effect to the conflict of laws principles thereof.

10. Counterparts. This Agreement may be executed in separate counterparts all of which shall constitute a single instrument.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated above.

TENANT:

COUNTY OF KINGS, a political subdivision
of the State of California

By: _____
Name: _____
Its: _____

(Signatures must be acknowledged)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2021, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

(2015 Form-California)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated above.

LANDLORD:

L.J. STEINER, LLC, a California limited liability company

By: _____
Louis J. Steiner, Member

By: STEINER DEVELOPMENT, INC., a California corporation,
Member

By: _____
Louis J. Steiner, _____

(Signatures must be acknowledged)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2021, before me, _____, Notary Public, personally appeared LOUIS J. STEINER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

(2015 Form-California)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated above.

LENDER:

SYMETRA LIFE INSURANCE COMPANY, an Iowa corporation

By: _____
Name: _____
Its: _____

(signature must be acknowledged)

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as _____ of Symetra Life Insurance Company, an Iowa corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2021.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
Residing at _____

My appointment expires _____

EXHIBIT A

(Legal Description of Property)



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 14, 2021

SUBMITTED BY: Behavioral Health Department – Lisa Lewis/UnChong Parry

SUBJECT: AGREEMENT AND RESOLUTION FOR THE CALIFORNIA DEPARTMENT
OF HEALTH CARE SERVICES COUNTY PERFORMANCE CONTRACT

SUMMARY:

Overview:

Kings County Behavioral Health seeks approval of the County Performance Block Grant, Contract No. #21-10086 with the California Department of Health Care Services (DHCS) for Fiscal Years 2021-2022 through 2023-2024, and adoption of a resolution authorizing the Director to sign the agreement and any forthcoming amendments.

Recommendation:

- a. Approve the Agreement with the California Department of Health Care Services for mental health block grant program performance requirements, retroactively effective July 1, 2021 to June 30, 2024; and
- b. Adopt a Resolution authorizing the Director of Behavioral Health to sign the Agreement with the California Department of Health Care Services and any amendments for mental health block grant program performance requirements, retroactively effective July 1, 2021 to June 30, 2024.

Fiscal Impact:

There is no impact to the General Fund, as there is no exchange of funds through this performance agreement.

BACKGROUND:

The DHCS administers the Mental Health Services Act, Lanterman-Petris-Short Act, Projects for Assistance in Transition from Homelessness Community Mental Health Services Block Grant, Substance Abuse Treatment
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT AND RESOLUTION FOR THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES COUNTY PERFORMANCE CONTRACT

September 14, 2021

Page 2 of 2

and Prevention Block Grant, and Crisis Counseling Assistance and Training Program programs and oversees the County's provision of community mental health services under the Bronzan-McCorquodale Act. The County must meet certain conditions and requirements to receive funding for these programs and community mental health services.

This agreement, is the County's performance contract, required by Welfare and Institutions Code sections 5650, subdivision (a), 5651, 5897, and California Code of Regulations, Title 9, section 3310, and sets forth conditions County must meet to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan contracts.

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-10086

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Kings

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$0.00 (Zero Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Program Specification (including Special Terms and Conditions)	24
Exhibit A, Attachment I	Request for Waiver	1
Exhibit B	Funds Provision	1
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	
+ - Exhibit D	Information Confidentiality and Security Requirements	7
+ - Exhibit E	Privacy and Information Security Provisions (including Attachment A)	31

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Kings

CONTRACTOR BUSINESS ADDRESS

450 Kings County Dr., Suite 104

CITY

Hanford

STATE

CA

ZIP

93230

PRINTED NAME OF PERSON SIGNING

Lisa Lewis

TITLE

Mental Health Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID: 4260-2110086

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-10086

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W&I Code §14703

Exhibit A
Program Specifications

1. Service Overview

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services.

This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

2. Service Location

The services shall be performed at appropriate sites as described in this contract.

3. Service Hours

The services shall be provided during times required by this contract.

Exhibit A
Program Specifications

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Service	County of Kings
Contract Manager: Ivan Bhardwaj	Lisa Lewis, Mental Health Director
Telephone: (916) 345-7483	Telephone: (559) 852-2382
Fax: (916) 440-7621	Email: Lisa.Lewis@co.kings.ca.us
Email: Ivan.Bhardwaj@dhcs.ca.gov	

B. Direct all inquiries to:

Department of Health Care Services	County of Kings
Behavioral Health – Community Services Division/Federal Grants Section	Attention: Unchong Parry 450 Kings County Dr., Suite 104 Hanford, CA, 93230
Attention: DeAnn Harrison 1501 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413	Email: unchong.parry@co.kings.ca.us
Phone: (916) 345-8700	
Email: DeAnn.Harrison@dhcs.ca.gov	

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. General Requirements for Agreement

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,

Exhibit A**Program Specifications**

- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.
- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

6. Services Authority**A. The Mental Health Services Act Program****1) Program Description**

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through

Exhibit A
Program Specifications

funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by January 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director"), using the DHCS-issued certification form (DHCS Form 1820). Data submitted shall be full and complete. If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (a).)

4) Distribution and Use of Local Mental Health Services Funds:

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each

Exhibit A**Program Specifications**

month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.

- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
- d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)
- e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or

Exhibit A**Program Specifications**

annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)

- 5) Three-Year Program and Expenditure Plan and Annual Updates:
- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:
 - i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)
 - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)
 - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)
 - iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)
 - v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the

Exhibit A**Program Specifications**

Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)

- vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
 - vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
 - viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
 - ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)
- b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old,

Exhibit A**Program Specifications**

including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)

- c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)
- d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.
- e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)

6) Planning Requirements and Stakeholder Involvement:

- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and

Exhibit A**Program Specifications**

update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

- b. County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
- c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

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- d. The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
 - i. Community Collaboration, as defined in California Code of Regulations, Title 9, section 3200.060
 - ii. Cultural Competence, as defined in section 3200.100;
 - iii. Client Driven, as defined in section 3200.050;
 - iv. Family Driven, as defined in section 3200.120;
 - v. Wellness, Recovery and Resilience focused; and
 - vi. Integrated Service Experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

7) County Requirements for Handling MHSA Funds

- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
- b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at http://www.sco.ca.gov/pubs_guides.html, (Gov. Code, § 30200),

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except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

8) Department Compliance Investigations:

- a. DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)

9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:

- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)
- b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
- c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may

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invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:

- i. Withhold part or all State mental health funds from County.
- ii. Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
- iii. Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

B. Bronzan-McCorquodale Act**1) Description**

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.
- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under

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Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive.
(Welf. & Inst. Code, § 5614, subd. (b)(5))

- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

C. Lanterman-Petris-Short Act**1) Description**

The Lanterman-Petris-Short (LPS) Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2) Reporting and Data Submission Requirements

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)
- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

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- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

3) Laura's Law

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.1, inclusive. In addition, a county or group of counties that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

D. Projects For Assistance In Transition From Homelessness Program (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse

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referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

E. Community Mental Health Services Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds, known as Mental Health Block Grant (MHBG). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated

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by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

F. Substance Abuse Prevention And Treatment Block Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for, and DHCS approved its request to receive SABG funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

G. Crisis Counseling Assistance And Training Program (42 U.S.C. § 5183)

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may

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be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
 - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.
 - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
 - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.
- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight

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program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)

- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:
<https://www.samhsa.gov/dtac/ccp-toolkit>.

7. Reporting and Data Submission Requirements

County shall comply with all data and information submission requirements specified in this Agreement.

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), SABG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/behavioral health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
- 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)
 - 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports

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provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.

- 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
 - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
 - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
 - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
 - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
 - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
 - 9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- 1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
 - 2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.
 - 3) Make diligent efforts to minimize errors on the CSI error file.
 - 4) Correct all errors on the CSI error file.
 - 5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

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- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

8. Special Terms and Conditions

A. Audit and Record Retention

(Applicable to agreements in excess of \$10,000)

- 1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this

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Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.

- 2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
 - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
- 5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

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- 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.
- B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, Community Mental Health Services Grant Program, and Substance Abuse Prevention and Treatment Block Grant Program.

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph D, Projects for Assistance in Transition from Homelessness Program, subparagraph E, Community Mental Health Services Grant Program, or subparagraph F, Substance Abuse Prevention and Treatment Block Grant Program, the Contractor must seek resolution using the process outlined below.

- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Operations Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute, and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.
- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

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Department of Health Care Services
Community Services Division/Federal Grants Section
Attention: Waheeda Sabah
1500 Capitol Avenue, MS 2624
P.O. Box Number 997413
Sacramento, CA, 95899-7413

C. Novation

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

D. Welfare and Institutions Code section 5751.7 Waiver

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.
- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.
- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit

Exhibit A

Program Specifications

A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.

- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:

California Department of Health Care Services
Community Services Division/Community Support Branch
Policy, Monitoring, & Finance Section
e-mail: MHSA@dhcs.ca.gov.

- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

E. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

F. Change in County Behavioral Health Director

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed

Exhibit A, Attachment I
Request for Waiver

Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Code

_____ hereby requests a waiver for the following public or private health facilities pursuant to section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. Name, address, and telephone number of the facility
 - Number of the facility's beds designated for involuntary treatment
 - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
 - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.
4. If applicable, the County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5585.55.

To rescind the waiver, either party shall send a letter to the other party on official letterhead signed by their respective Behavioral Health Director or his or her designee indicating that the party no longer grants or requests a waiver. If not otherwise specified by the party in the letter to the respective party, the discontinuance shall be effective the date the letter to the party is postmarked and the facility shall no longer be waived as of this date.

When the Department denies or rescinds a waiver issued to a County, the facility and the County Behavioral Health Director or designee shall receive written notification from the Department, by certified mail or e-mail. The notice shall include the decision, the basis for the decision, and any supporting documentation.

Exhibit B
Funds Provision

1. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

Exhibit D
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
 - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
 - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS

Exhibit D
Information Confidentiality and Security Requirements

without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

A. Safeguards. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, Including at a minimum the following safeguards:

1) Personnel Controls

- a. Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- b. Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. Confidentiality Statement.** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- d. Background Check.** Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2) Technical Security Controls

- a. Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which

Exhibit D
Information Confidentiality and Security Requirements

- is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. *Server Security.*** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.
- d. *Removable media devices.*** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. *Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. *Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- g. *User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- h. *Data Destruction.*** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

Exhibit D
Information Confidentiality and Security Requirements

- i. **System Timeout.** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- j. **Warning Banners.** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- l. **Access Controls.** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission encryption.** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.
- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) Audit Controls

- a. **System Security Review.** All systems processing and/or storing DHCS PSCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

Exhibit D
Information Confidentiality and Security Requirements

4) Business Continuity / Disaster Recovery Controls

- a. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to backup DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5) Paper Document Controls

- a. **Supervision of Data.** DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. **Removal of Data.** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- e. **Faxing.** Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. **Mailing.** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Exhibit D
Information Confidentiality and Security Requirements

- B. Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

Discovery and Notification of Breach. Notice to DHCS:

- (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PSCI in electronic media or in any other media if the PSCI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

- C.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- D. Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

Exhibit D
Information Confidentiality and Security Requirements

- E. Written Report.** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- F. Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.
7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
8. **Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

EXHIBIT E

PRIVACY AND INFORMATION SECURITY PROVISIONS

This Exhibit E is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit E consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA")(PHI); and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.
1. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
2. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

EXHIBIT E-1

HIPAA Business Associate Addendum

1. Recitals.

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".
- C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit E-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit E-2) and this Exhibit E-1 shall apply.

- D. The terms used in this Exhibit E-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

2. Definitions.

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.
- D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.
- E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.
- F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for

the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

- H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.
- I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.
- J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

A. Permitted Uses and Disclosures of Department PHI by Contractor.

Except as otherwise indicated in this Exhibit E-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit E-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

B. Specific Use and Disclosure Provisions. Except as otherwise indicated in this Exhibit E-1, Contractor may:

- 1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

C. Prohibited Uses and Disclosures

- 1) Contractor shall not disclose Department PHI about an individual to

a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

D. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA

Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and

- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
- 5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.
- 6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.
- 7) **Contractor's Agents and Subcontractors.**
 - a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

- b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
 - i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
 - ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) Availability of Information to the Department and Individuals to Provide Access and Information:

- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH

Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

- 9) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.
- 10) **Internal Practices.** To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 11) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- 12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is

reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit E-1; or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

- b. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.
- c. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary

(after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	<p>Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866-0602</p> <p>Email: privacyofficer@dhcs.ca.gov</p> <p>Fax: (916) 440-7680</p>	<p>Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413</p> <p>Email: iso@dhcs.ca.gov</p> <p>Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874</p> <p>Fax: (916)440-5537</p>

- 13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:
- a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or
 - b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.
- 14) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an

Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.
- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at:
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

G. Termination.

- 1) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).
- 2) **Termination for Cause.** In accordance with 45 CFR Section

164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit E-1 by Contractor, the Department shall:

- a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or
- b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

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EXHIBIT E-2

Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
 - 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),
 - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.
 - 3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a

subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

- D. The terms used in this Exhibit E-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions.

- A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.
- B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).
- C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).
- D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.
- E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).
- F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

- H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
- I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

A. Permitted Uses and Disclosures of Department PI and PII by Contractor

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. Responsibilities of Contractor

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
 - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired

by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit E-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

- b.** Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS “Privacy Incident Report” form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select “Privacy” in the left column and then “Business Partner” near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx> .
- c.** Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d. Investigation and Investigation Report.** To immediately investigate such suspected security incident, security

incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

- e. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29 and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are

made. The Department will provide its review and approval expeditiously and without unreasonable delay.

- g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- h. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: privacyofficer@dhcs.ca.gov Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) Designation of Individual Responsible for Security

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit E-2 and for communicating on security matters with the Department.

EXHIBIT E-3

Miscellaneous Terms and Conditions

Applicable to Exhibit E

- 1) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.
- 2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
 - a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or
 - b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- 3) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

- 4) **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- 5) **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- 6) **Interpretation.** The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.
- 7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.
- 8) **Regulatory References.** A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.
- 9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

- 10) **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.
- 12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.
- 13) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 14) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Attachment A
Data Security Requirements

1. Personnel Controls

- A. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- B. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. **Confidentiality Statement.** All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.
- D. **Background Check.** Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

- A. **Workstation/Laptop encryption.** All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as

Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

- B. **Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- 1) Upper case letters (A-Z)

- 2) Lower case letters (a-z)
 - 3) Arabic numerals (0-9)
 - 4) Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.
- I. **System Timeout.** The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via

the Internet must be protected by a comprehensive intrusion detection and revention solution.

3. **Audit Controls**

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. **Business Continuity / Disaster Recovery Controls**

- A. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

5. **Paper Document Controls**

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

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

- B. **Escorting Visitors.** Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. **Removal of Data.** Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractor's locations.
- E. **Faxing.** Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. **Mailing.** Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.

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

IN THE MATTER OF APPROVING AN
AGREEMENT BETWEEN THE COUNTY
OF KINGS AND THE STATE OF CALIFORNIA
FOR THE COUNTY PERFORMANCE BLOCK
GRANT AGREEMENT NO. 21-10086 AND
AUTHORIZE THE DIRECTOR OF KINGS
COUNTY BEHAVIORALHEALTH
TO SIGN SAID AGREEMENT _____/

Resolution No. _____

WHEREAS, the State of California, Department of Health Care Services (“State”) seeks to enter into an agreement, including addendums to that agreement, with the County of Kings (“County”), through its Department of Behavioral Health (“Behavioral Health”), for the County Performance Block Grant Contract, from July 1, 2021, through June 30, 2024, and;

WHEREAS, the proposed agreement between the State and County requires the County’s agreement be evidenced by a resolution and that the County’s Director of Behavioral Health sign said agreement on the County’s behalf.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the County enters into the proposed agreement with the State for the County’s County Performance Block Grant Contract.

2. That the Kings County Board of Supervisors authorizes Lisa Lewis, Ph.D., Director of Kings County Behavioral Health, to sign said agreement and any amendments to the agreement between the County and the State on behalf of the County.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the _____ day of September, 2021, by the following vote:

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

Craig Pedersen, Chairman of the Board of Supervisors
County of Kings, State of California

IN WITNESS WHEREOF, I have set my hand this_____day of September, 2021.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 14, 2021

SUBMITTED BY: Community Development Agency – Chuck Kinney/Alex Hernandez
SUBJECT: REVISE RESOLUTION NO. 20-001 FOR THE 2019 HOME INVESTMENT PARTNERSHIPS PROGRAM APPLICATION

SUMMARY:

Overview:

The purpose of this item is to revise Board Resolution No. 20-001 that authorized the Community Development Director to submit an application for HOME Investment Partnerships Program (HOME) funds from the California Department of Housing and Community Development.

Recommendation:

Adopt a revised Resolution No. 20-001 removing the names “Gregory R. Gatzka” and “Chuck Kinney” and simply authorizing the positions of Community Development Agency Director or Deputy Director – Planning, to execute in the name of the County for all required documents.

Fiscal Impact:

None to the General Fund. County planning staff prepared the Application, and under the existing grant administration agreement with the County, Self-Help Enterprises (SHE) will administer the grant utilizing grant funds.

BACKGROUND:

On January 14, 2020 your Board adopted Resolution No. 20-001 authorizing Community Development Agency Director (Gregory R. Gatzka) or the Deputy Director – Planning (Chuck Kinney) to execute in the name of the County of Kings, the application, all National Environmental Policy Act (NEPA) documents, and any required documents for the 2019 Home Investment Partnerships Program application for an amount not to exceed \$700,000. The grant application is for deferred payment loans to very-low and low-income first-time homebuyers in need of gap financing (down payment and closing cost assistance) and homeowners in need of housing rehabilitation (correcting safety hazards and code violations, pursuant to the County’s First Time

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item**REVISE RESOLUTION NO. 20-001 FOR THE 2019 HOME INVESTMENT PARTNERSHIPS
PROGRAM APPLICATION****September 14, 2021****Page 2 of 2**

Homebuyer Guidelines). Since then, Mr. Gatzka has resigned from his position of Community Development Agency Director. The change will allow the positions to have the authority instead of specific individuals.

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

Attachments:

Resolution No. 20-001

Revised Resolution

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

* * * * *

IN THE MATTER OF AUTHORIZING SUBMITTAL) Resolution No: 20-001
OF AN APPLICATION TO THE DEPARTMENT)
OF HOUSING AND COMMUNITY)
DEVELOPMENT FOR FUNDING FROM THE)
HOME PROGRAM)

WHEREAS, the California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, on October 31, 2019, the Department issued a 2019 Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA"); and

WHEREAS, in response to the 2019 HOME NOFA, the County of Kings, a subdivision of the State of California (the "County"), wishes to apply to the Department for, and receive an allocation of, HOME funds.

NOW, THEREFORE, BE IT RESOLVED, that this Board finds that:

1. The County of Kings in response to the 2019 NOFA, shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Seven Hundred Thousand Dollars (\$700,000) for First-Time Homebuyer activities (with or without Rehabilitation) to assist eligible low-income families within the unincorporated communities of Kings County.

2. If the application for funding is approved, the County of Kings hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The County may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME Program (collectively, the required documents).

3. The Board of Supervisors hereby authorizes the County Community Development Agency Director (Gregory R. Gatzka) or the Deputy Director – Planning (Chuck Kinney) to execute in the name of the County of Kings, the application, all NEPA documents, and the required documents.


The foregoing Resolution was adopted on a motion by Supervisor Neves, seconded by Supervisor Pedersen, at a regular meeting held on this 14th day of January, 2020, by the following vote:

AYES:	Supervisors Neves, Pedersen, Valle, Fagundes, Verboon
NOES:	None
ABSENT:	None
ABSTAIN:	None



Doug Verboon, Chairperson
Kings County Board of Supervisors

WITNESS my hand and seal of said Board of Supervisors this 14th day of January, 2020.



Melanie Curtis
Deputy Clerk of said Board of Supervisors

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

* * * * *

IN THE MATTER OF AMENDING RESOLUTION
20-001 AUTHORIZING SUBMITTAL OF AN
APPLICATION TO THE DEPARTMENT
OF HOUSING AND COMMUNITY DEVELOPMENT
FOR FUNDING FROM THE HOME PROGRAM /

Resolution No: 20-001.1

WHEREAS, by approval of Resolution No. 20-001 on January 14, 2020 the Kings County Board of Supervisors (“Board”) authorized Gregory R. Gatzka as the County’s Community Development Agency Director or Chuck Knney as the County’s Deputy Director to execute in the name of the County an application and all documents necessary to participate the California Department of Housing and Community Development “HOME” program;

WHEREAS, Gregory R. Gatzka is no longer the Director of the County’s Community Development Agency and Chuck Kinney is no longer the Deputy Director of the County’s Community Development Agency; and

WHEREAS, the Board desires to grant the sitting Community Development Agency Director and Deputy Director - Planning, as they do now or will exist, the authority to execute on behalf of the County an application and all documents necessary to participate in the “HOME” program.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. Resolution No: 20-001 Section 3. is amended to read:

The Board of Supervisors hereby authorizes the County Community Development Agency Director or the Deputy Director – Planning to execute in the name of the County of Kings, the application, all NEPA documents, and the required documents.

2. All other provisions adopted by Resolution No. 20-001 shall remain in full force and effect.

The foregoing Resolution was adopted on a motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on this 14th day of September, 2021, by the following vote:

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

Craig Pedersen, Chairperson
Kings County Board of Supervisors

WITNESS my hand and seal of said Board of Supervisors this 14th day of
September, 2021.

Catherine Venturella
Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 14, 2021

SUBMITTED BY: Department of Finance – James P. Erb/Christina Villalobos

SUBJECT: FISCAL YEAR 2021-2022 PROPERTY TAX RATES

SUMMARY:

Overview:

Annually, the Board of Supervisors establishes property tax rates by resolution. The rate of \$1 per \$100 of assessed property valuation, or one percent, is the basic county-wide rate as established by Proposition 13 of 1978. These property tax dollars are allocated to all local agencies, including schools, special districts, cities, and the County based on a State statute. The other local tax rates presented for consideration by the Board of Supervisors are for school and local agency bonds, which are based on established annual principal and interest payments as negotiated by the individual agencies. There is no discretion in setting these rates, as they are required by law.

Recommendation:

Adopt a Resolution establishing property tax rates within Kings County for Fiscal Year 2021-2022.

Fiscal Impact:

The County Budget reflects its share of the \$1 increment of property taxes. The Assessor's Office and Department of Finance will recover an estimated administrative fee of \$927,379 from the current secured property taxes collected in the FY 2020-2021.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

FISCAL YEAR 2021-2022 PROPERTY TAX RATES

September 14, 2021

Page 2 of 2

BACKGROUND:

A comparison of the proposed FY 2021-2022 rates to the adopted FY 2020-2021 rates are as follows:

	2021-2022 Rate	2020-2021 Rate
Local Government Agencies	1.0000	1.0000
Armona Elem 2013 REF (04 GOB)	.022454	.020628
Armona Elem 2004 G.O.B – B	.004728	.004600
Armona Elem 2016 G.O.B. – A	.015139	.014405
Armona Elem 2016 G.O.B. – B	.016365	.015545
Hanford Elem 2010 REF (1998 G.O.B.)	.016477	.016614
Hanford Elem 2016 G.O.B. – A	.009021	.009275
Hanford Elem 2016 G.O.B. – B	.003109	.026207
Hanford Elem 2016 G.O.B. – C	.010798	*
Hanford High 2010 REF.Bd. – (98-A)	.006449	.007221
Hanford High 1998 G.O.B. – B	.010136	.010566
Hanford High 2014 REF Bd (98-C)	.002009	.002144
Hanford High 2016 REF (04 G.O.B. – A)	.023370	.023042
Hanford High 2016 REF (04 G.O.B. – B)	.001366	.001454
Hanford High 2016 G.O.B. – A	.002542	.005545
Hanford High 2016 G.O.B. – B	.000369	.001810
Lemoore Elem 2018 G.O.B – A	.008470	.023164
Lemoore Elem 2018 G.O.B – B	.012545	*
Lemoore High 1997 G.O.B. – A	.041456	.041799
Lemoore High 2016 G.O.B. – A	.010574	.011225
Lemoore High 2016 G.O.B. – B	.003241	.016856
Lemoore High 2016 G.O.B. – C	.008054	*
Pioneer Elem 2015 REF – (2005-A)	.026708	.027950
Pioneer Elem 2016 G.O.B. – A	.010037	.010784
Pioneer Elem 2016 G.O.B. – B	.010085	.011983
Reef-Sunset 2012 G.O.B – A	.044708	.053400
Reef-Sunset 2012 G.O.B. – B	.010038	*
Reef-Sunset 2016 G.O.B. – A	.032606	.002243
Reef-Sunset 2016 G.O.B. – B	.010838	.022965
Corcoran Hospital 19 REF (05 G.O.B. A & B)	.056297	.034384

*Note: Bond payments were not effective in the 2020-21 tax year.

Rates may increase or decrease slightly from year to year due to variations in the fund balance, principal, and interest debt service payment schedules, or changes in assessed valuations.

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
FIXING THE RATE OF
TAXATION FOR
FISCAL YEAR 2021-2022/

RESOLUTION NO. _____

WHEREAS, this Board of Supervisors is required to fix the rate of taxation for State and County purposes for the current fiscal year; and

WHEREAS, the Kings County Director of Finance, pursuant to Government Code Section 29100, presented a statement of the amount to be levied in accordance with California Constitution Article XIII A and Revenue and Taxation Code Sections 93 and 100 which provide: (1) a County shall levy an ad valorem property tax rate equal to one dollar per one hundred dollars of full value; and (2) no other taxes shall be levied other than an amount determined to be necessary to support the annual debt required on indebtedness approved by the voters.

NOW, THEREFORE, BE IT RESOLVED that the rate of taxation of the assessed valuation of taxable property within the County of Kings for Fiscal Year 2021-2022 shall be as follows:

2021-2022 Tax Rates

(1) LOCAL GOVERNMENT AGENCIES: 1.000000

(2) ANNUAL INDEBTEDNESS RATES:

Armona Union Elementary School District	
2013 Ref G.O.B.	.022454
2004 G.O.B. – B	.004728
2016 G.O.B. – A	.015139
2016 G.O.B. – B	.016365
Hanford Elementary School District	
2010 Ref G.O.B. (1998)	.016477
2016 G.O.B. – A	.009021
2016 G.O.B. – B	.003109
2016 G.O.B – C	.010798
Hanford Joint Union High School District	
2010 Ref G.O.B. – A	.006449
1998 G.O.B. – B	.010136
2016 REF (04 G.O.B. – A)	.023370
2016 REF (04 G.O.B. – B)	.001366
2014 Ref G.O.B.	.002009
2016 G.O.B. – A	.002542
2016 G.O.B. – B	.000369
Lemoore Elementary School District	
2018 G.O.B. – A	.008470
2018 G.O.B. – B	.012545

Lemoore Union High School District	
1997 G.O.B. – A	.041456
2016 G.O.B. – A	.010574
2016 G.O.B. – B	.003241
2016 G.O.B. – C	.008054
Pioneer Union School District	
2015 G.O.B. – (2005-A)	.026708
2016 G.O.B. – A	.010037
2016 G.O.B. – B	.010085
Reef-Sunset Unified School District	
2012 G.O.B. – A	.044708
2012 G.O.B. – B	.010038
2016 G.O.B. – A	.032606
2016 G.O.B. – B	.010838
Corcoran Hospital District	
2019 Ref (was 05 G.O.B. A & B)	.056297

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held September 14, 2021, by the following vote:

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

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

WITNESS my hand and seal of said Board of Supervisors this 14th day of September, 2021.

 Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 14, 2021

SUBMITTED BY: Human Services Agency – Sanja Bugay/Monica Connor

SUBJECT: AGREEMENT WITH THE INTELEGY CORPORATION FOR WORKLOAD
MANAGEMENT TOOL SOFTWARE

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval of an agreement with InTelegy Corporation for Workload Management Tool (WMT) software for management and tracking of the In-Home Supportive Services (IHSS) and Public Authority Units of the Social Services Division. HSA has held contractual agreements with InTelegy Corporation over the last five years for service assessments, service redesign, dashboard, consulting, and other service-related enhancements for Benefits, Employment Services, and Social Services.

Recommendation:

Approve the Agreement with the InTelegy Corporation to provide Workload Management Tool software.

Fiscal Impact:

There will be no impact to County General Fund with this agreement. The maximum amount of this agreement for Fiscal Year (FY) 2021-2022 through FY 2025-2026 is \$253,500, at a cost of \$50,700 per year. The maximum amount of the agreement will be offset with federal and state revenues. Sufficient appropriations and revenues for this contract are included in the Department's FY 2020-2021 Adopted Budget in Budget Unit 510000 (Human Services Administration), Account 92037 (Professional Services).

BACKGROUND:

On November 11, 2016, the Board approved a contract (Agreement #16-130) with InTelegy Corporation for Service Delivery Redesign in HSA. The goals of the initial contract included improving state and federal

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

AGREEMENT WITH THE INTELEGY CORPORATION FOR WORKLOAD MANAGEMENT TOOL SOFTWARE

September 14, 2021

Page 2 of 2

outcomes, access utilization of online and phone services, and wait times for all service channels, as well as increasing meaningful and automated reporting so agency decisions could be timelier and data informed. On October 30, 2018, the Board approved a new contract (Agreement #18-104) with InTelegy Corporation for service assessments and dashboard development. Included in the second contract, was a provision for Workload Management Tool (WMT) software, with subscription to the software through September 30, 2021. On May 11, 2021, the Board approved a contract (Agreement #21-042) for consulting services with the InTelegy Corporation. The HSA wishes to continue to subscribe to the InTelegy WMT Software.

The State-supplied software system for IHSS, County Management Information and Payrolling System (CMIPS II), is used to track information about IHSS recipients and providers, and determines eligibility for services. CMIPS II is also used to manage payroll for those providers who deliver authorized services to IHSS recipients through the Public Authority (PA). While CMIPS II does provide a variety of functionalities to the IHSS Social Workers and Adult Program clerical staff, it does not provide an ability to manage and distribute workload, nor the ability to track or report key processes in IHSS and PA.

InTelegy's WMT is an enterprise software application, installed as a standalone environment. It is a web-based, multi-user system, with advanced assignment abilities, business process standardization, real-time view of work, and provides supervisors with the ability to view, transfer, and manage staff workloads.

The IHSS and PA programs at HSA began using WMT in October 2019. The WMT software provides workload management to gain efficiencies in processes and improves opportunities for tracking and reporting. The reports from WMT inform staffing decisions, workload distribution, monthly staff conferences, annual evaluations, and monthly program data dashboards.

HSA is requesting to approve an agreement with the InTelegy Corporation for WMT software, to continue the use of this software in the IHSS and PA programs. This newly requested agreement spans from October 1, 2021 through September 30, 2026, with a total budget of \$253,500 over the course of five years, at a cost of \$50,700 per year.

The InTelegy Corporation has worked with 24 counties in the Central Valley and across the state to assist them in eligibility and social service center design and improvement. HSA requests Board approval to utilize InTelegy services and expertise in Kings County's social services review, redesign, and implementation of service improvements.

The Purchasing Manager has reviewed and approved a Sole Source Justification Request for this contractor.

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

COUNTY OF KINGS PURCHASING DEPARTMENT
SOLE SOURCE JUSTIFICATION

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

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

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

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

Existing Equipment

Manufacturer/Model Number

Age

Current Estimated Value \$

- ☐ b. The requested product or service has a unique design/performance specification or quality requirement, which is essential to my Departments needs and is not available in comparable products/service providers.
- ☒ c. The requested product or service is one with which I (or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.
- ☒ d. Other factors (provide detailed explanation in #2 below).

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

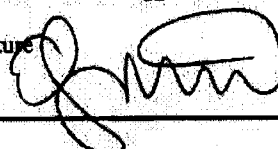
Please see attached memo

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

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

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

Signature



Printed Name and Title

Date

Elizabeth Gazarek, Program Specialist

9/9/2001

Purchasing Manager: Approved as written ☒

Rejected ☐

Signed

Evan Jones, Purchasing Manager



Sanja K. Bugay
Director

Human Services Agency

County of Kings - State of California

*Child Welfare & Adult Services
Benefits & Employment Training Services
Adoption & Foster Home Licensing Services*

DATE: September 9, 2021

TO: Evan Jones, Purchasing Manager

FROM: Sanja K. Bugay, Director of Human Services Agency

**SUBJECT: JUSTIFICATION FOR AN AGREEMENT WITH INTELEGY CORPORATION FOR THE
WORKLOAD MANAGEMENT TOOL SOFTWARE**

This memo provides information and justification for an Agreement with InTelegy Corporation (InTelegy) for Workload Management Tool (WMT) software. The Human Services Agency (HSA) is requesting to enter into an Agreement with InTelegy for WMT software for management and tracking of the In-Home Supportive Services (IHSS) and Public Authority (PA) units of the Social Services Division. The HSA previously contracted with InTelegy (Agreements #16-130, #18-104, #18-104.1, #18-104.2, and #21-042) for consulting services including assessment, design, and implementation of service center, development of dashboards, streamlining service operations, and lobby redesign. Agreement #18-104.1 also included provisions for the WMT software as part of the first amendment.

InTelegy's WMT software is an enterprise software application, installed as a standalone environment. WMT is a web-based multi-user system, with advanced assignment abilities, business process standardization, real-time view of work, and provides supervisors with the ability to easily view, transfer, and manage staff workloads, as well as reporting on key processes, and the ability to request ad hoc reporting. The Statewide IHSS does not track at this level of tasks.

The HSA implemented WMT for IHSS and PA in October 2019. WMT provides workload management to gain efficiencies in processes and improves opportunities for tracking and reporting. The reports from WMT inform staffing decisions, workload distribution, monthly staff conferences, annual evaluations, and monthly program data dashboards. Extensive development of work processes within the units and implemented through the software as well as staff training to the software have occurred to apply the WMT software within the two units over the last two years.

InTelegy's knowledge of the interworking of the various systems and best practices from at least fourteen other counties with which they have successfully worked to help improve outcomes and efficiency combined with private sector best practices were drawn upon to create WMT.

Kings County Human Services Agency is submitting this request to waive the competitive bidding process consistent with Kings County Purchasing Policy, Section V, B. Sole Source Procurement of Good and Personal Services to enter into a new agreement with InTelegy for WMT. This will benefit HSA by allow business continuity. Discontinuance of WMT would impact our ability to track and report on workload assignments.

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into on _____, 2021 by and between the County of Kings, a political subdivision of the State of California ("County") and InTelegy Corporation, a California corporation ("Contractor").

RECITALS

WHEREAS, County requires workload management software services for the Human Service Agency ("HSA"); and

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

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

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

2. RESPONSIBILITIES OF CONTRACTOR

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

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

3. COMPENSATION

Contractor shall not be entitled to, nor receive from County, any additional consideration, compensation, or other remuneration for services rendered under this Agreement except as set forth in **Exhibit C**.

All funds provided under this Agreement must be completely expended by September 30, 2026. The Parties acknowledge and agree that the County's obligation to make payments to Contractor is contingent upon receipt of funds from California Department of Social Services. Both program activities and funding allocations are subject to immediate reduction or termination in the event of the reduction or termination of funding or authorization.

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

Payments will be made on a cost reimbursement basis. Contractor shall bill County for amounts equal to the actual costs incurred for allowable items, within 30 calendar days following the end of the month in which services were delivered. Billing shall be submitted to County in a format specified by County and documented in such reasonable detail as the County's Auditor shall require to establish by documentation that the funds were expended for the intended purposes of this Agreement.

In order to ensure that FY 2021/2022 expenditures are claimed to the 2021/2022 allocation, the billing for the month of June 2022 must be received by County by July 10, 2022.

In order to ensure that FY 2022/2023 expenditures are claimed to the 2022/2023 allocation, the billing for the month of June 2023 must be received by County by July 10, 2023.

In order to ensure that FY 2023/2024 expenditures are claimed to the 2023/2024 allocation, the billing for the month of June 2024 must be received by County by July 10, 2024.

In order to ensure that FY 2024/2025 expenditures are claimed to the 2024/2025 allocation, the billing for the month of June 2025 must be received by County by July 10, 2025.

In order to ensure that FY 2025/2026 expenditures are claimed to the 2025/2026 allocation, the billing for the month of June 2026 must be received by County by July 10, 2026.

Upon receipt and approval of the monthly invoice, County shall remit to Contractor the amount of allowable reimbursement costs incurred in the performance of this

Agreement. Such remittance shall be made to Contractor within 30 calendar days after timely receipt of the expenditure and statistical reports for each preceding calendar month.

Final payment will be made upon receipt of the reconciled expenditure and statistical reports for the period ending September 30, 2026. **Final billing for all costs of the agreement must be submitted before October 16, 2026.** Final payment may be held until any necessary termination audit is completed.

Contractor is responsible for the repayment of all audit exceptions resulting from audits performed by County; state of federal agencies related to this Agreement.

Invoices and audits shall be submitted electronically to:

HSA.Contracts@co.kings.ca.us

All Contractor costs shall be supported by properly executed payrolls, time records, attendance records, invoices, contracts, detailed general ledgers, vouchers, orders or any other documents pertaining in whole or in part to this Agreement.

4. TERM

This Agreement commences on October 1, 2021, and terminates on September 30, 2026, unless otherwise terminated in accordance with its terms.

5. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. County shall have free access during normal work hours to such records and the right to examine, inspect, copy, or audit them, at no cost to County. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension of this Agreement.

6. AMENDMENTS

This Agreement may be modified only by a written amendment signed by Contractor and County Board of Supervisors or other representative authorized by County Board of Supervisors.

Any proposed increase in a single line item up to 10% of the original line item amount must be approved by the Director of the HSA or her designee. Any such Director approved modification shall not exceed the amount set forth in Section 3.

7. TERMINATION

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

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

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

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

a. In the event the nature of the breach requires more time than allowed in the Notice of Default to cure, the defaulting party may submit a written proposal to the non-defaulting party within that period, in which said party sets forth a specific plan to remedy the default and a date certain for completion. If the non-defaulting party agrees to the proposed plan in writing, the defaulting party shall immediately commence curing the breach. If the defaulting party fails to cure the breach within the time agreed upon by the parties, the non-defaulting party may terminate the Agreement either immediately or on a date provided in the Notice of Default or provide the defaulting party additional time to cure the breach.

b. Alternatively, the County may elect to cure the default and any expense incurred as a result thereof shall be borne by the Contractor.

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

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

D. Forbearance Not to be Construed as Waiver of Breach or Default. In no event shall any act of forbearance by either party of previous acts by the other party that constitute a breach or default of the party's obligations under this Agreement shall not act as a waiver of the parties' right to assert a breach or default of this Agreement has occurred, nor shall such act impair or prejudice any remedy available to the non-breaching party with respect to the breach or default.

8. INSURANCE

A. Requirement to Obtain, Maintain, and Deliver Proof of Insurance Prior to Execution of the Agreement or Commencement of Work. Without limiting the County's right to obtain indemnification from Contractor or any third parties, prior to the commencement of work or execution of this Agreement, Contractor shall purchase and maintain the following types of insurance for the minimum limits indicated below throughout the term of this Agreement. Contractor shall provide an Endorsed Additional Insured page from Contractor's Insurance Carrier to the County's Risk Manager guaranteeing such coverage to the County prior to the execution of this Agreement. Contractor shall deliver proof of insurance and all endorsements in accordance with this Agreement's Notice Section, or as otherwise agreed between the parties. Failure to obtain, maintain, or provide proof of insurance coverage is a material breach of this Agreement and may result in the immediate suspension or termination of this Agreement for cause, in addition to any other remedies the County may have under the law.

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

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

D. Insurance Limits. Contractor shall obtain the required insurance policies for the amounts set forth below, unless otherwise approved by the County's Risk Manager in writing prior to the execution of this Agreement.

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

2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident, and not less than One Hundred Thousand Dollars (\$100,000) for property damages, or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

3. Workers Compensation. Statutory coverage, if and as required according to the California Labor Code. Contractor shall cause the policy to be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors, and omissions.

E. Rating of Insurers. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.

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

9. INDEMNIFICATION

A. When the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, defend, and

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

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

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

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

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer or employee of County. The Parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

11. COMPLIANCE WITH LAW

Contractor shall comply with the provisions set forth in this Agreement and all federal, state and local laws and regulations applicable to its performance including, but limited to, Government Code section 8350 *et seq.* regarding a drug free workplace and all

health and safety standards set forth by the State of California and County. Contractor shall execute and comply with the Assurance and Compliance set forth in **Exhibit D**.

12. CONFIDENTIALITY

Contractor shall not use County confidential information for any purpose other than carrying out Contractor's obligations under this Agreement. Contractor shall prevent unauthorized disclosure of any County confidential information. Contractor shall promptly transmit to County all requests for disclosure of County confidential information.

13. CONFLICT OF INTEREST

Contractor warrants that its employees or their immediate families or Board of Directors or officers have no financial interest, including, but not limited to, other projects or independent contracts, and shall not acquire any financial interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Contractor shall employ or retain no such person while rendering services under this Agreement. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. NONDISCRIMINATION

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

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

15. SUBCONTRACTORS

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

16. ASSIGNMENT

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

17. UNFORESEEN CIRCUMSTANCES

Neither party shall be responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond a party's reasonable control, provided written notice is provided to the other party of the cause of the delay within ten (10) days of the start of the delay. Thereafter, the Parties shall meet and confer as to whether to amend, suspend, or terminate this Agreement.

18. OWNERSHIP OF DOCUMENTS

County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by County or upon completion of the work pursuant to this Agreement. County's reuse of any such materials on any project other than the project for which they were originally intended shall be at County's sole risk. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

19. NOTICE

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

COUNTY:

Sanja K. Bugay, Director
Kings County Human Services Agency
1400 W. Lacey Blvd., Bldg. #12
Hanford, CA 93230
Phone No: (559) 582-3241, Ext. 2200

CONTRACTOR:

Vail Dutto, CEO
InTelegy, Corporation
315 Tuscany Ct.
Danville, CA 94506
Phone No: (925) 736-8501

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) fax, it is effective as of the date of the fax; c) overnight carrier, it is effective as of the date of delivery; d) e-mail, it is effective as of the date it was sent; e) mail, it is

effective as of five (5) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

20. CHOICE OF LAW

The Parties have executed and delivered this Agreement in the County of Kings, State of California. The Parties agree that the laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement and Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Contractor hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

21. SEVERABILITY

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

22. SURVIVAL

The following sections shall survive the termination of this Agreement: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, and Section 12 Confidentiality.

23. NO THIRD PARTY BENEFICIARIES

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

24. ADA COMPLIANCE

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

Contractor shall ensure that all persons receiving programs, services, or activities through this Agreement shall have available a copy of County's ADA grievance procedures

as set forth in County's ADA Self-Evaluation, Appendix E, which is attached to this Agreement as **Exhibit E**.

25. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES; IMAGED AGREEMENT

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

The Parties agree that each party had had an opportunity to review this Agreement and consult with legal counsel and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

An original executed Agreement may be imaged and electronically stored. Such imaged Agreement may be used in the same manner and for the same purposes as the original. Neither party may object to the admissibility of the imaged Agreement on the basis that it was not originated or maintained in documentary form.

26. ELECTRONIC SIGNATURES

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

27. AUTHORITY

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

SIGNATURES ON FOLLOWING PAGE

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

COUNTY OF KINGS

INTELEGY CORPORATION

By: _____
Craig Pedersen, Chair
Kings County Board of Supervisors

By: Vail Dutto
Vail Dutto, CEO

ATTEST

Reviewed and Recommended

By: _____
Catherine Venturella, Clerk of the Board

By: [Signature]
Sanja K. Bugay, Director,
Human Services Agency

Approved as to Endorsements Received

By: _____
Sande Huddleston, Risk Manager

By: _____
Atonya Moore, Program Manager
Human Services Agency

APPROVED AS TO FORM
Lee Burdick, County Counsel

By: [Signature] 06/08/2021
Cindy Crose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Standard Software Maintenance Agreement

Exhibit C: Compensation/Fees

Exhibit D: Assurance of Compliance with County – Non Discrimination

Exhibit E: Kings County ADA Grievance Procedures

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

COUNTY OF KINGS

INTELEGY, CORPORATION

By: _____
Craig Pedersen, Chairman
Kings County Board of Supervisors

By: _____
Vail Dutto, CEO

ATTEST:

Reviewed and Recommended

By: _____
Catherine Venturella, Clerk to the Board

By: _____
Sanja K. Bugay, Director
Human Services Agency

Approved and Endorsements Received

By: _____
Sande Huddleston, Risk Manager

By: _____
Atonya Moore, Program Manager
Human Services Agency

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: _____

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Standard Software Maintenance Agreement

Exhibit C: Fees

Exhibit D: Assurance of Compliance with County – Non Discrimination

Exhibit E: Kings County ADA Grievance Procedures

EXHIBIT A
Scope of Work

Scope of Work for Workload Management Tool Licensing Agreement

InTelegy Workload Management Tool (WMT)

Subscription Based Pricing

The InTelegy Workload Management Tool, Basic Edition, has been implemented in Kings County IHSS and PA teams for use in workload distribution and tracking. This is an annual payment extended for three years from this scope of work with an option for two additional years of licenses. This scope of work includes:

WMT Per User License				
Plan Type	# of users	Per User Per Month	Monthly	Annual Commitment
Licensing Fees (assumes an annual commitment and onetime payment annually in October)	45	\$65	\$2,925	\$35,100
Additional licenses (if requested, not to exceed)	15	\$65	\$1,300	\$15,600

Including in Subscription Pricing:

- 1) Access to the latest version, improvements, and enhancements;
- 2) Documentation supporting the latest version;
- 3) Phone and Email support included no additional maintenance contract fee;
 - a) 24-hour turn-around time;
 - b) Break-fix support (bug fixes);
- 4) One remote Admin training session (up to three hours); and
- 5) Annual commitment to be paid in one payment for annual contract.

License Grant. The Licensed Software is licensed and not sold. Contractor will grant a non-exclusive, worldwide, perpetual and non-transferable right and license,

without right of sublicense, to copy, use, run, modify (for the purpose of fixing identified errors) display and test the Licensed Software for the County's own internal administrative purposes. No license will be granted to sublicense or distribute the Licensed Software to third parties who are not affiliated with Contractor.

- 6) Except as otherwise expressly authorized the signed Software License Agreement, County shall not:
 - a) sell, redistribute, sublicense, or otherwise transfer the Licensed Software to any third party.
 - b) decompile, disassemble, or reverse engineer the Licensed Software; or
 - a) Use the Licensed Software except as expressly permitted in this Agreement.
- 7) Implementation and Customization Services. County may engage Contractor to provide customization services, implementation services or other services related to the use of the Licensed Software (collectively, "Services"). Such Services shall be described in one or more agreed Statements of Work ("SOW") that will be effective only when signed by both Parties. Charges for the Services and scheduled milestone completion and payments dates will be included in the applicable SOW. Except with respect to license and ownership rights of the Licensed Software, the specific language of an SOW shall take precedence over contradictory language in the general terms and conditions of the Parties' engagement.
- 8) County acknowledges that Contractor shall not be responsible under any warranty for, and expressly disclaims any warranties covering bugs or errors in any modifications, optimizations or enhancements that are not made by or under the direct supervision of Contractor or for the effects of such bugs or errors on the operations of the Licensed Software.
- 9) Support and Maintenance Services. Contractor offers Support and Maintenance Services including periodic Software Updates, reasonable telephone, and e-mail support to explain functionality and troubleshoot errors, and otherwise as described in **Exhibit B**. This service is included in the Standard Software Maintenance Agreement document.

EXHIBIT B

Standard Software Maintenance Agreement

1. Scope Of Support.

During the term of this Agreement as set forth in Section 4, Contractor agrees to provide Customer standard maintenance and incident response services for Workload Management Tool ("Software").

2. Term

- a. *Effective Date:* October 1, 2021
- b. *Termination Date:* September 30, 2026

3. Standard Maintenance Services

- a. *Scope of Services.* During the term of this Agreement, Contractor will provide Customer the following Services for the Software:
 - i. Corrections of substantial defects in the Software so that the Software will operate as described in the user manuals.
 - ii. Periodic updates of the Software that may incorporate (A) corrections of any substantial defects, (B) fixes of any minor bugs, and (C) at the sole discretion of Contractor, enhancements to the Software.
 - iii. Telephone support, including remote-access support, between the hours of 9:00 a.m. and 5:00 p.m., Pacific Time, Monday through Friday, excluding federal holidays, to perform corrective tasks to the Software. Response time 5 hours (business hours).

support@intelegy.com
888-488-6152

- b. *Services Not Included.* Standard Maintenance Services do not include:
 - i. Software upgrades that are offered, at Contractor's sole discretion, to Customers upon payment of a license fee.
 - ii. Custom Programming Services.
 - iii. On-site support.
 - iv. Corrective support required due to changes in dependent applications systems or services.

v. Training.

4. Software

a. Computer Programs:

WMT Web Application (including web-services / User interface and databases).

WMT Studio Desktop application.

WMT Data Trans. – Data Transformation application.

WMT Document Service – Document integration application.

5. Software Upgrades

From time to time, at Contractor's sole discretion, Contractor will make available to Customer new versions (Upgrades) to the Software that Customer may license from Contractor upon payment of the license fee established by Contractor. Ongoing support for software upgrades will be covered under the currently existing software maintenance agreement.

6. Custom Programming Services

Contractor may provide Custom Programming Services to Customer, covered by a separate statement of work signed by both parties that specifies the Custom Programming Services to be provided by Contractor and the fee for the services. Custom Programming Services shall include, but will not be limited to, development of custom computer programs and installation, training, and maintenance with respect to such computer programs.

7. On-Site Support

Contractor, upon receipt of a written request from Customer, will provide Customer On-Site Support at a mutually agreed time. Customer agrees to pay Contractor all costs associated with the provision of on-site support, including charges for (i) Contractor's personnel, (ii) charges for travel, lodging and miscellaneous expenses, and (iii) taxes pursuant to Section 9 below.

8. Training

Upon receipt of a written request from Customer, Contractor will provide Training at a mutually agreed time at the offices of Contractor, unless Contractor agrees to conduct the Training elsewhere. Customer agrees to pay Contractor all costs associated with this Training, including (i) charges for Contractor's personnel, which may include a surcharge for training conducted at Customer's location, (ii) charges for travel, lodging and miscellaneous expenses, and (iii) taxes pursuant to Section 9 below.

././

9. Maintenance Fee

- a. *Amount of Fee.* Customers agrees that the fees for Maintenance are included in the Licensing fees.
- b. *Discontinuance.* Customer understands that if Customer discontinues and then resumes purchase of Standard Maintenance Services, Customer will be required to pay Contractor the entire Maintenance Fees for the period of discontinuance, plus the Maintenance Fee for the term of Standard Maintenance Services then commencing.
- c. *Other Charges.* Customer agrees to pay Contractor for Charged-for-Enhancements, Custom Programming Services, On-Site Support, and Training in the amount and pursuant to the terms set forth in the invoice for such services.

10. Obligations Of Customer

- a. *Customer Contact.* Customer shall notify Contractor of Customers designated Customer Contact. To the maximum extent practicable, Customer's communications with Contractor will be through the Customer Contact.
- b. *Installation.* Customer agrees to install all corrections of substantial defects, minor bug fixes and updates, including any enhancements, for the Software in accordance with the instructions and in order of receipt from Contractor.
- c. *Facility and Personnel Access.* Customer agrees to grant Contractor access to Customer's facilities and personnel concerned with the operation of the Software to enable Contractor to provide services.
- d. *No Modification of Software.* Customer agrees not to modify, enhance or otherwise alter the Software, unless and only to the extent specifically authorized in the user manuals identified in Exhibit A or the prior written consent of Contractor is obtained.
- e. *Error Documentation.* Upon detection of any error in the Software, Customer, as requested by Contractor, agrees to provide Contractor a listing of output and any other data, including databases and backup systems, that Contractor reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

EXHIBIT C

Operating Budget/Compensation

Licensing Period	Details	Budget
October 2021-September 2022	Not to exceed 60 licenses	\$50,700
October 2022- September 2023	Not to exceed 60 licenses	\$50,700
October 2023-September 2024	Not to exceed 60 licenses	\$50,700
October 2024- September 2025	Not to exceed 60 licenses	\$50,700
October 2025- September 2026	Not to exceed 60 licenses	\$50,700
NOT TO EXCEED		\$253,500

Exhibit D

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

ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS

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

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

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

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


Vail Dutto, CEO, InTelegy Corporation

Exhibit E

County of Kings

2016 ADA Self-Evaluation

Appendix E.

Kings County ADA Grievance Procedure

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

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

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

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

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

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

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

My complaint relates to circumstances that occurred:

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

My complaint is as follows:

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



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 14, 2021

SUBMITTED BY: Department of Public Health – Darcy Pickens/Nichole Fisher

SUBJECT: CALIFORNIA HOME VISITING PROGRAM

SUMMARY:

Overview:

The California Home Visiting Program (CHVP) is designed for overburdened families who are at risk for Adverse Childhood Experiences (ACEs), including child maltreatment, domestic violence, substance use disorder, and mental health related issues. Home visiting gives parents the tools and knowledge to independently raise their children. It's a preventative intervention focused on promoting positive parenting and child development.

Recommendation:

- a. Approve an Agreement with the California Department of Public Health for the California Home Visiting Program; and
- b. Authorize the Director or Assistant Director of Public Health to sign all of the prospective payment invoices related to the program; and
- c. Adopt the budget change. (4/5 vote required)

Fiscal Impact:

There is no impact to the County General Fund. The agreement provides \$356,916 annually for fiscal years (FY) 2019-2020 through 2022-2023. Due to COVID-19, the department was unable to start this program in FY 2019-2020. No services were provided during this time. This allocation was not included in the 2021/2022 Final Budget. If approved, the department will allocate the funds to budget unit 419700

BACKGROUND:

The California Home Visiting Program (CHVP) will focus on the Parents as Teachers model to serve families
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

CALIFORNIA HOME VISITING PROGRAM

September 14, 2021

Page 2 of 2

with children (between pregnancy and Kindergarten entry) experiencing one or more stressors in their lives. A Parent Educator will conduct personal visits with parents and their children, as well as monthly group events.

Parents as Teachers promotes the optimal early development, learning, and health of children by supporting and engaging their parents and caregivers. There are four dynamic components to the Parents as Teachers model: personal visits, group connections, resource networks, and child screenings. These components increase parent knowledge of early childhood development, improve parent practices, provide early detection of developmental delays and health issues, prevent child abuse and neglect, and increase school readiness and success. This home visiting program will be an affiliate with the First 5 Parents as Teachers (PAT) Home Visitation Program. The CHVP program eligibility includes low-income requirements only, allowing the department to provide services to families outside of the First 5 PAT program requirements. Being an affiliate, the department will capture and best support more families in need in Kings County.

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

CONTACT	FIRST NAME	LAST NAME	TITLE	AUTHORIZED TO SIGN?			PHONE	EMAIL ADDRESS	PROGRAM
				BUDGETS	INVOICES	IF YES SELECTED, SIGN			
AGENCY EXECUTIVE DIRECTOR	Heather	Silva	Health Assistant Director	Yes	Yes		559-852-4501	Heather.Silva@co.kings.ca.us	CHVP
MCAH DIRECTOR	Nichole	Fisher	Nursing Division Manager	No	No		559-852-2586	Nichole.Fisher@co.kings.ca.us	CHVP
PROJECT COORDINATOR	Maricela	Castellanos	MCAH Coordinator	No	No		559-852-4824	Maricela.Castellanos@co.kings.ca.us	CHVP
FISCAL OFFICER	Crystal	Hommerding	Fiscal Specialist III	No	No		559-559-852-4593	Crystal.Hommerding@co.kings.ca.us	CHVP
FISCAL CONTACT	Desiree	Aragon	Fiscal Specialist III	No	No		559-852-2632	Desiree.Aragon@co.kings.ca.us	CHVP
CLERK OF THE BOARD or	Catherine	Venturella	Clerk of the Board	No	No		559-852-2362	Catherine.Venturella@co.kings.ca.us	CHVP
CHAIR BOARD OF SUPERVISORS	Craig	Pedersen	Chair Board of Supervisors	No	No		559-852-2367	craig.pedersen@co.kings.ca.us	CHVP
OFFICIAL AUTHORIZED TO COMMIT AGENCY	Craig	Pedersen	Chair Board of Supervisors	No	No		559-852-2367	craig.pedersen@co.kings.ca.us	CHVP

All payments from CDPH to the Contractor shall be sent to the following address:

REMITTANCE ADDRESS
Federal ID #: 94-6000814
FISCAL ID #:
Contractor:
Attention: "Cashier"
Address: 330 Campus Drive Hanford Ca 93230
Contract Number: CHVP SGF EXP 19-16
Email: Desiree.Aragon@co.kings.ca.us

Either party may make changes to the information above by giving written notice to the other party.

Said changes shall not require an amendment to this agreement, but will require a new STD204 Payee Data Record or CDPH9083 Government Agency Taxpayer Form.

Board Approvals for Certain Financial Transactions

Board action is required to approve certain transfer of funds requests as follows:

- Appropriation of Revenues
- Appropriation of Fund Balance
- Transfer of Appropriations between Departments (same fund)
- Transfers from outside the department budget, including funds from contingencies.
- New appropriations not approved in the Final Budget Hearings, such as new fixed assets, new programs/grants or building projects.

Following the Board meeting, the document is signed by the Clerk of the Board and forwarded to the Auditor.

Transfers Between Budget Units Within Same Department:

Such transfers may require Board authorization as well. These requests must be submitted to Administration who will determine the required approvals.

Transfers Approved by Administration:

Transfers from primary category to primary category, but still within the department budget require approval by Administration. Example: Transfers from salaries to services and supplies or to fixed assets as approved by Board in final hearings.

Transfers Approved by the Department of Finance:

Transfers between line-item detail accounts within primary categories may be approved by the Department of Finance. Example: Transfers from social security to retirement; from telephone to utilities; from one approved fixed asset to another to cover small shortages.

Budget Appropriation and Transfer Form:

The attached form is to be used to effect all appropriations and transfers. On any action requiring Board of Supervisors approval the form **must accompany** the agenda item and must be signed by the Department head or designee prior to submission to the Board of Supervisors. Agenda items requesting budget appropriations or fund transfers will not be placed on the agenda if the form is not included.

Special Instructions:

Copies of this form are on the intranet and on the G:/drive and can be saved to your file directory in the department for forms. The attached form is a word table and is not a "protected document", consequently you may add or delete rows as needed. It is acceptable to have a multi-page document provided the signature approval portion of the report is retained on the form.

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

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

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
GENERAL	HEALTH DEPT MCAH	SPECIAL DEPARTMENTAL	100000	419700/413400	92063	13,063.00
GENERAL	HEALTH DEPT MCAH	CONTRACTUAL SERVICES	100000	419700/413400	92047	343,853.00
					TOTAL	356,916.00

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
GENERAL	HEALTH DEPT MCAH	ST AID – Home Visit Coordination	100000	419700/413400	85160	356,916.00
					TOTAL	356,916.00

(B) Budget Transfer:

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

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

Explanation: The Budget Transfer requested is necessary to ensure grant funds are fully expensed in a manner consistent with the intended goals and objectives of the project.

Dept. of Finance Approval _____ Department Head _____

Administration Approval _____ Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 14, 2021

SUBMITTED BY: Health Department – Darcy Pickens/Heather Silva
SUBJECT: TUBERCULOSIS CONTROL PROGRAM REAL-TIME ALLOTMENT FUNDING

SUMMARY:

Overview:

The California Department of Public Health Tuberculosis Control Branch is awarding the Kings County Department of Public Health initial Real-Time Allotment funding for fiscal year (FY) 2021/2022 to support Tuberculosis (TB) prevention and control activities. The initial installment is comprised of \$3,047 state and \$3,446 federal funds. The award is based on the number of TB cases case characteristics reported by Kings County Department of Public Health between January 1 and May 31, 2021.

Recommendation:

Authorize the Assistant Director of Public Health to sign the Acceptance of Award for the Real-Time Allotment of Tuberculosis Control Program, the required certifications and all subsequent documentation thereunder to support Tuberculosis prevention and control activities.

Fiscal Impact:

There is no cost to the County General Fund associated with the recommended action. The initial real-time allotment of \$6,493 is included in the FY 2021/2022 Adopted Budget under budget unit 415000.

BACKGROUND:

The Tuberculosis (TB) Control Program is a State mandated activity in which the responsibility for TB reporting, treatment, and management is assigned to the local health jurisdiction (LHJ). Kings County started receiving Real-Time Allotment award funding in 2012. Real-Time Allotments are local assistance contracts awarded to LHJs to augment local support for TB prevention, control and elimination activities. An application is not required for receipt of the award. All LHJs reporting an average of less than six TB cases annually receive an initial notice

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

TUBERCULOSIS CONTROL PROGRAM REAL-TIME ALLOTMENT FUNDING

September 14, 2021

Page 2 of 2

of Real-Time Allotment in June based on verified TB cases reported between January 1 and May 31 of the preceding year. A revised notice of Real-Time Allotment will be issued in December 2021 based off cases reported between June and October 2021. A final notice of allotment will be issued in March 2022 based on TB cases reported between November 1 and December 31, 2021.

Due to the nature of the disease and the patient population served, the Health Department faces the ongoing challenges to maintain treatment adherence among patients secondary to socio-economic hardships such as poverty, homelessness and unstable housing, and transportation barriers that impede access to resources. Real-Time Allotment funds are intended to be used for expenses associated with food, shelter, incentives and enablers for TB patients, with the goal of improving treatment adherence, reducing or eliminating further transmission, and supporting the use of the least restrictive treatment alternatives that decrease or obviate the need for detention.

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



TOMÁS J. ARAGÓN, M.D., Dr.PH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

ACCEPTANCE OF AWARD

Kings County Public Health Department

Real-time Allotment Number: 2116R-TA00

Data Universal Numbering System (DUNS) Number: 074675075

Funding Period: July 1, 2021 through June 30, 2022

Funding: \$6,493

Real-time Allotment Summary for FY 2021-2022 Kings County Public Health Department			
Real-time Allotment Awarded	State Funds	Federal Funds	Total
Initial installment - June	\$3,047	\$3,446	\$6,493
Total Real-time Allotment	\$3,047	\$3,446	\$6,493

I hereby accept this award. By accepting this award, I agree to the requirements as described in the FY 2021-2022 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual and any other conditions stipulated by the California Department of Public Health Tuberculosis Control Branch.

Authorized Signature

Date

Print Name

Title

Federal funds fiscal information: Project Grants and Cooperative Agreements for Tuberculosis Control Programs; CFDA number: 93.116; FAIN number: NU52PS910219



Contractor Certification Clauses

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one** of the **following** three paragraphs and complete the certification below:

1. _____
Initials We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____
Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

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Special Terms and Conditions

(For Subvention/Local Assistance Agreements)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

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- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this

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Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:
- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment

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and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less

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than one (1) year.

- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.

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- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

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- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right,

Exhibit D
Special Terms and Conditions

title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

Exhibit D
Special Terms and Conditions

- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

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Special Terms and Conditions

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

Exhibit D
Special Terms and Conditions

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

Exhibit D
Special Terms and Conditions

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
 - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.

Exhibit D
Special Terms and Conditions

- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.
- (a) **Example No. 1:**
If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.
- (b) **Example No. 2:**
If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).
- (c) **Example No. 3:**
If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

Exhibit D
Special Terms and Conditions

- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement

Exhibit E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and

Exhibit E
Additional Provisions

servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F Federal Terms and Conditions

(For Federally Funded Subvention/Local Assistance Agreement)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirements
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

Exhibit F Federal Terms and Conditions

1. Federal Contract Funds

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal

Exhibit F Federal Terms and Conditions

Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

Exhibit F Federal Terms and Conditions

- (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

Exhibit F Federal Terms and Conditions

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C.

Exhibit F Federal Terms and Conditions

1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor further agrees that it will insert this certification into any subawards (~~subcontracts or subgrants~~) entered into that provide for children's services as described in the Act.

10. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

Exhibit F Federal Terms and Conditions

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **\$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than \$25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

Exhibit F Federal Terms and Conditions

- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

13. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

Exhibit F
Federal Terms and Conditions

- (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
 - f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
 - g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

Exhibit F
Federal Terms and Conditions

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

Exhibit F Federal Terms and Conditions

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, If known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

Exhibit F Federal Terms and Conditions

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subaward ee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards undergrants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

NU52PS910219-02-00
Reporting Requirements for Subrecipients

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS):

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC Office of Grants Services

Terrian J. Dixon, Grants Management Officer

Centers for Disease Control and Prevention

Infectious Disease Services Branch

2939 Flowers Road, MS TV-2

Atlanta, GA 30341

Email: Tdixon@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services

Office of the Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator

330 Independence Avenue, SW

Cohen Building, Room 5527

Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryRecipientDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.



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 14, 2021

SUBMITTED BY: Public Works Department-Dominic Tyburski/Mike Hawkins

SUBJECT: DEFERRED IMPROVEMENT AGREEMENT

SUMMARY:

Overview:

Humberto Raya Cabrera and Maria Angelica Perez Cisneros, have proposed to construct an accessory dwelling at 11891 1st Place south of Garden Drive. This type of development is required to provide infrastructure improvements as a condition of approval of the development per the Kings County Improvement Standards, Resolution 85-090, adopted by your Board on May 6, 2003, but the construction of these improvements may be deferred.

Recommendation:

Approve the Deferred Improvement Agreement for Humberto Raya Cabrera and Maria Angelica Perez Cisneros.

Fiscal Impact:

There is no impact to the general fund by this action.

BACKGROUND:

The owners of this parcel, APN 016-182-036, Humberto Raya Cabrera and Maria Angelica Perez Cisneros, are required to install curb, gutter, sidewalk, concrete drive approaches, and transition paving as a condition of approval of their Site Plan Review. The agreement has been reviewed and approved as to form by County Counsel.

BOARD ACTION :

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Recorded at the request of:
Board of Supervisors
County of Kings

When recorded return to:
Clerk to the Board
1400 W. Lacey Blvd.
Hanford, CA 93230

Kings County Surveyor's Office

AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST
TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS

Project Identification:

This is an Agreement between the COUNTY OF KINGS, hereinafter referred to as "County," and **Humberto Raya Cabrera and Maria Angelica Perez Cisneros**, referred to as "Owner(s)."

WHEREAS, Owner(s) desires to develop the property described in Exhibit "A" and assessed as A.P.N.(s) 016-182-036 and wish to defer construction of permanent improvements, and whereas the County agrees to such deferment, provided Owner(s) agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This Agreement is an instrument affecting the title or possession of the real property described in Exhibit "A." All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of Owner(s). Upon the sale or division of the property described in Exhibit "A" the terms of this Agreement shall apply separately to each parcel and the Owner(s) of each parcel shall succeed to the obligations imposed on Owner(s) by this Agreement. Upon annexation to any city, Owner(s) agrees to fulfill all the terms of this Agreement upon demand by such city as though Owner(s) had contracted with such city originally. Any annexing city shall succeed to all rights granted to County herein and may enforce such rights as though the city was the original contracting party.

II. IMPROVEMENTS

A. Owner(s) agrees to provide or construct the improvements described in Exhibit "B"; which improvements are deemed necessary as a result of the development of the property described in Exhibit "A."

- B. The County and Owner(s) agree that the improvements set forth in Exhibit "B" may be deferred until such time a storm sewer outfall becomes available.
- C. When the Public Works Director determines that the reasons for the deferment of the improvements as set forth in Section II B. no longer exist, he shall notify Owner(s) in writing to commence their installation and construction. The notice shall be mailed to the current owners or owner of land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by Owner(s), the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each Owner(s) shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner(s) is obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payment must be made.

III. PERFORMANCE OF THE WORK

Owner(s) agrees to perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors. Owner(s) shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County Standards in effect at the time improvement plans are submitted for approval. Owner(s) agrees to commence and complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start of work. In the event Owner(s) fails to construct any improvements required under this Agreement, County may, at its option, do the work and collect all the costs from the Owner(s). If Owner(s) fails to pay for work done by the County under terms of this contract, the County may place a lien on the property in the amount of the work done. Permission to enter onto the property of Owner(s) is granted to County or its contractor as may be necessary to construct such improvements.

IV. JOINT COOPERATIVE PLAN

Owner(s) agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvements special assessment district, if this method is feasible to secure the installation and construction of the improvements.

V. REVIEW OF REQUIREMENTS

If Owner(s) disagrees with the requirements set forth in any notice to commence installation of improvements he shall, within 30 days of the date the notice was mailed, request a review of the requirements by the Board of Supervisors of County. The decision of this Board shall be binding upon both County and Owner(s).

VI. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and completed in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by Resolution of the Board of Supervisors.

Owner(s) agrees to provide any necessary temporary drainage facilities, access road or other requirements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

VII. BONDS

Prior to approval of improvement plans by the County, Owner(s) may be required to execute and deliver to the County a faithful Performance Bond and a Labor and Materials Bond in an amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

VIII. INSURANCE

Owner(s) shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called for herein, a separate policy of insurance in a form and amount acceptable to the County.

IX. INDEMNITY

The Owner(s) shall assume the defense and indemnify and save harmless the County, the past and present members of the Board of Supervisors, County, its officers, agents and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Owner(s), Owners employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this Agreement, on any part of the premises, including those matters arising out of the deferment of permanent facilities or the adequacy, safety, use or nonuse of temporary facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the owner to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

IN WITNESS WHEREOF, County has executed this Agreement as of the _____ day of _____.

COUNTY OF KINGS

Craig Pedersen, Chairman
Kings County Board of Supervisors

STATE OF CALIFORNIA)
)ss
COUNTY OF KINGS)

On this _____ day of _____, before me, Catherine Venturella, Clerk of the Board of Supervisors, personally appeared Joe Neves, known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such political subdivision executed the same.

Catherine Venturella
Clerk of the Board of Supervisors

By _____
DEPUTY

IN WITNESS WHEREOF, Owner has executed this Agreement as of the ____ day of _____.

(Sign Names Exactly as They Appear on Deed of Title and Notarize)

Humberto Raya Cabrera

Maria Angelica Perez Cisneros

by:_____

by:_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

State of California }
County of Sacramento

On _____, before me, _____, Notary Public,
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE_____

PLACE NOTARY SEAL ABOVE

EXHIBIT "A" Description of Property

LOT 9 IN BLOCK "B" OF HOME GARDEN TRACT NO. 2, IN THE UNINCORPORATED AREA OF THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF FILED FOR RECORD JULY 12, 1948 IN BOOK 4 OF LICENSED SURVEYORS PLATS, PAGE 36, KINGS COUNTY RECORDS.

EXCEPTING THEREFROM ALL MINERAL RIGHTS AS RESERVED IN DEED FROM JOHN M. ARSENIO, ET AL RECORDED AUGUST 14, 1957 AS INSTRUMENT NO. 7719 IN BOOK 687 OF OFFICIAL RECORDS PAGE 587.

EXHIBIT "B" Type of Improvement(s) Required

The construction of curb, gutter, sidewalk, concrete drive approach and transition paving.



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 14, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mike Hawkins

SUBJECT: IN-LIEU PARCEL MAP 19-10 DEDICATION

SUMMARY:

Overview:

This dedication is required by the Kings County Improvement Standards, Resolution 03-67, adopted by your Board on May 6, 2003.

Recommendation:

Accept the dedication for In-Lieu Parcel Map 19-10 (Venoma Kautz and Dean E. Kautz) into the County Maintained Mileage.

Fiscal Impact:

There is no impact to the General Fund by this action. Any future maintenance costs will be borne by the Road Fund.

BACKGROUND:

The owner of the parcel to be subdivided, (Venoma Kautz and Dean E. Kautz) was required to dedicate additional right-of-way along the frontage of Chico Avenue as a condition of approval of this land division, to minimum 30 foot half-width required by the Improvement Standards. This land division, located on Chico Avenue east of 6th Avenue.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

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 14, 2021

SUBMITTED BY: Public Works Department – Dominic Tyburski/Mike Hawkins

SUBJECT: TRACT 756 PHASE 5

SUMMARY:

Overview:

The Subdivision Map Act requires the Board of Supervisors to accept all Final Maps prior to being recorded. Final maps are, in general, subdivisions of five lots or more.

Recommendation:

- a. Accept the Final Map for Tract 756 Phase 5; and
- b. Authorize the Clerk of the Board to sign the map.

Fiscal Impact:

There is no impact to the General Fund by this action. Any future maintenance costs will be borne by the Road Fund.

BACKGROUND:

This final map is Tract 756 Armona North Phase 5. This tract map subdivides property north of Front Street and west of 13th Avenue in Armona.

Pursuant to the conditions of approval for this land division, the right of way will be accepted by the County on behalf of the public, but the streets will not be accepted for maintenance. A zone of benefit has been formed to provide for the maintenance of these streets.

This map has been reviewed and meets all conditions of the Advisory Agency, the Subdivision Map Act and the Kings County Development Code.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

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 14, 2021

SUBMITTED BY: Administration – Edward Hill/Larry Spikes

SUBJECT: APPROPRIATION FOR MOJAVE WATER TRANSFER AGREEMENT

SUMMARY:

Overview:

In July 2021, Kings County staff worked in conjunction with Tulare Lake Basin Water Storage District (TLBWSD) staff to facilitate a water transfer agreement on behalf of Westlake Farms, whereby they would acquire 5,000 acre feet of state water project (SWP) water from the Mojave Water Agency. As the final step to complete this transaction, your Board is requested to authorize a budget appropriation totaling \$5,150,000.

Recommendation:

- a. Approve an Agreement with Mojave Water Agency to transfer 5,000 acre feet from Mojave Water Agency to Westlake Farms; and
- b. Adopt the Budget Change. (4/5 vote required)

Fiscal Impact:

There is no cost to the County for this transaction. Westlake Farms has paid the County \$5,150,000 for the 5,000 acre feet from Mojave and the final transaction is for your Board to approve the appropriation to effectively pass these funds through to Mojave.

BACKGROUND:

As your Board is aware, since Kings County is a state water contractor, the County can help facilitate water transfers within its boundaries to entities that can utilize the water, but may not be direct water contractors themselves. Such is the case with this transaction among the County, Mojave Water Agency and Westlake Farms.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

APPROPRIATION FOR MOJAVE WATER TRANSFER AGREEMENT

September 14, 2021

Page 2 of 2

This is particularly helpful during drought conditions that result in miniscule allocations of SWP water, such as the 5% allocation in 2021. As with most of these transactions, TLBWSD staff helped to facilitate the transfer as their staff is very knowledgeable in this area and they already administer and pay all costs associated with the County's SWP allocation for their use pursuant to an existing agreement.



Mojave Water Agency
13846 Conference Center Dr.
Apple Valley, CA 92307
Phone: (760) 946-7000
Fax (760) 946-2642

INVOICE

Billed To:
COUNTY OF KINGS
1400 W LACEY BLVD
HANFORD, CA 93230

DATE: 8/5/2021
INVOICE #: INV02673
DUE DATE: 9/6/2021
TOTAL DUE: 5,150,000.00

CUSTOMER ACCOUNT # : 00077

ITEM DESCRIPTION	UNITS	PRICE	AMOUNT
Water Transfer Agreement Kings County and Mojave Water Agency	5,000.00	1,000.00	5,000,000.00
Commission for every AF of water made available by MWA	5,000.00	30.00	150,000.00
TOTAL THIS INVOICE			5,150,000.00

For questions, contact Carolyn Snay at (760) 946-7051 or csnay@mojavewater.org

REMIT TO:

Mojave Water Agency
13846 Conference Center Drive
Apple Valley, CA 92307

A copy of this invoice should accompany your check. Thank you!



JOE NEVES - DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE - DISTRICT 2
AVENAL, CORCORAN, HOME GARDEN
& KETTLEMAN CITY

DOUG VERBOON - DISTRICT 3
NORTH HANFORD, ISLAND DISTRICT
& NORTH LEMOORE

CRAIG PEDERSEN - DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES - DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

MAILING ADDRESS: KINGS COUNTY GOVERNMENT CENTER, HANFORD, CA 93230
OFFICES AT: 1400 W. LACEY BLVD., ADMINISTRATION BUILDING # 1, HANFORD
(559) 852-2362, FAX: (559) 585-8047
Web Site: <http://www.countyofkings.com>

July 27, 2021

Ms. Kathy Cortner
General Manager
Mojave Water Agency
13846 Conference Center Drive
Apple Valley, CA 92307-4377

Subject: Mojave Water Agency/Kings County Water Transfer Agreement

Dear Ms. Cortner,

This letter agreement ("Agreement") documents and confirms the agreement that has been reached between the Kings County ("Kings" or "County") and Mojave Water Agency ("MWA") for a transfer of water from the State Water Project. Kings and MWA are sometimes hereinafter called "State Water Project Contractors."

BACKGROUND AND PURPOSE

Kings County and MWA are State Water Project Contractors that receive imported water deliveries from the State Water Project (SWP). Kings' SWP allocation for 2021 of 5% is not sufficient to satisfy its need for imported water in 2021 to maintain water supply reliability. On January 1, 2021, MWA had 41,348 AF of Article 56 Carryover Water in storage. Kings and MWA have agreed that 5,000 AF of MWA's Article 56 Carryover Water will be made available for transfer to Kings for delivery in 2021.

TERMS AND CONDITIONS

Condition Precedent

DWR's written approval of this Agreement, including the terms and conditions herein, is a condition precedent to the effectiveness of this Agreement. DWR's approval shall be provided in the form of the Change in Point of Delivery Agreement among DWR, Kings, and MWA.

Water Transfer

MWA shall make available 5,000 AF of MWA's Article 56 Carryover Water for transfer to Kings for delivery in 2021. Transfer of MWA's Article 56 Carryover Water to Kings will occur as soon as the Change in Point of Delivery Agreement between Kings, MWA, and DWR is executed; the point of transfer is San Luis Reservoir, and the transfer will occur by means of a recalculation of MWA's and Kings's respective Article 56 Carryover Water storage balances in San Luis Reservoir. MWA is not responsible for water made available for transfer under this Agreement that is not delivered to Kings.

MWA will assist Kings with the request to DWR for approval of the transfer and a Notice of Exemption for California Environmental Quality Act (CEQA) compliance, as described below.

Places of Use

The water transferred to Kings in 2021 pursuant to this Agreement will be delivered through existing facilities and will be used entirely within Kings' service area.

Compliance with Article 57(g) of the Water Supply Contracts

By execution of this Agreement, MWA and Kings confirm compliance with Article 57(g) of their respective Water Supply Contracts related to this transfer, namely:

- (1) MWA and Kings have complied with all applicable laws;
- (2) MWA and Kings have provided any required notices to public agencies and the public;
- (3) MWA and Kings have provided the relevant terms to all contractors and to the Water Transfers Committee of the State Water Contractors Association;
- (4) MWA and Kings are informed and believe that the transfer or exchange will not harm other contractors;
- (5) MWA and Kings are informed and believe that the transfer or exchange will not adversely impact State Water Project operations;
- (6) MWA and Kings are informed and believe that the transfer or exchange will not affect their abilities to make all payments, including payments when due under their Contracts for their share of the financing costs of the State's Central Valley Project Revenue Bonds; and
- (7) MWA and Kings have considered the potential impacts of the transfer or exchange within their service areas.

Notice of Exemption

Because all of the water delivered to Kings and to MWA pursuant to this Agreement will be delivered through existing facilities, without the construction of additional facilities to affect such deliveries, Kings and MWA agree that the transfer of water described herein constitutes a project that is exempt from CEQA pursuant to Section 15301(b) of the State CEQA Guidelines. Kings and MWA therefore each filed a Notice of Exemption for the project described herein with the County Clerk/Recorder of the relevant counties.

Transaction Costs

County shall pay MWA a rate of \$1,000 per AF plus a \$30.00 per AF commission for every AF of water made available by MWA to the County for delivery to Westlake Farms; payment would be made within 30 days of the invoice date. The County's obligation to pay is conditioned upon County receiving full payment from Westlake Farms in advance prior to any transfer of water pursuant to this agreement. Mojave Water Agency will require proof of funds from Westlake Farms prior to any transfer of water pursuant to this agreement. County shall be responsible for the SWP delivery costs for the water delivered to the County.

Mojave will pay 100 percent (100%) of the commission charged by Capitol Core Group, Inc. for this transaction. The commission will be \$30.00 per AF based upon the pricing set forth in Section 2(b) (not to include the County's commission, which is subject to a separate agreement between Kings County and Westlake Farms not enumerated in this agreement and paid separately from this agreement). Mojave agrees to pass-through the commission payments to the Capitol Core Group Inc. out of the sales proceeds that Mojave receives from the County related to the transfer of the Transfer Water, which will include the associated commission expense charged by Capitol Core Group, Inc. MWA and Kings shall each be responsible for its own legal and consulting costs incurred in the preparation, review and implementation of this Agreement. Kings and MWA acknowledge that it will also be necessary for them to execute the Change in Point of Delivery Agreement along with DWR. Kings and MWA each agree to cooperate with DWR and with each other in the preparation, review and execution of that agreement with DWR, and with the processing of such other approvals as may be necessary to affect the water transfer described herein.

Costs of Defense

In the event of any legal action by a third party to challenge this Agreement and/or the water transfer described herein, Kings and MWA agree to cooperate in the defense thereof and to share equally in the costs of such defense, utilizing counsel mutually acceptable to the parties.

Force Majeure

In the event that an unavoidable event renders the performance of this Agreement impossible or infeasible, the parties hereto shall be excused from the performance thereof, with a corresponding refund or adjustment of the payments required herein as may be necessary to achieve financial equity as between the parties for that portion of the Agreement that cannot be performed; provided, however, that Kings and MWA shall first coordinate with DWR to determine whether alternate performance may be possible pursuant to an alternate schedule for completion of performance.

Authority

The undersigned representatives of Kings and MWA hereby represent that they are authorized to execute the Agreement for the party on whose behalf this Agreement is executed.

Notice

Written notice may be provided by either party to the other by first-class mail, postage prepaid, to the following addresses:

Mojave Water Agency
13846 Conference Center Drive
Apple Valley, CA 92307
Attn: Ms. Kathy Cortner, General Manager

Kings County
1400 W. Lacey Boulevard
Hanford, CA 93230
Attn: Rebecca Campbell, County Administrative Officer

Sincerely,



Craig Pedersen
Chairman, Kings County

Executed on the dates set forth below.

Mojave Water Agency

By: Kathy Cortner
Kathy Cortner, General Manager

Date: July 28, 2021

Kings County

By: Craig Pedersen
Craig Pedersen, Chairman

Date: July 27, 2021

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



8/4/2021

Ms. Kathryn A. Cortner
General Manager
Mojave Water Agency
13846 Conference Center Drive
Apple Valley, California 92307-4377

Ms. Rebecca Campbell
County Administrative Officer
County of Kings, Government Center
1400 West Lacey Boulevard
Hanford, California 93230-5962

This Letter Agreement, SWPAO #21025 (Agreement), is in response to Mojave Water Agency's (MWA) email request dated July 12, 2021 to the Department of Water Resources of the State of California (DWR) for approval to transfer 5,000 acre-feet of MWA's State Water Project (SWP) Article 56 Carryover Water stored in San Luis Reservoir (MWA's Article 56 Carryover Water) to County of Kings for later delivery by December 31, 2021 to County of Kings' service area. DWR has confirmed that the requested transfer amount does not exceed the maximum amount of MWA's Article 56 Carryover Water available for transfers or exchanges during 2021. As of January 1, 2021, MWA has 20,674 acre-feet of Article 56 Carryover Water available to transfer to and/or exchange with other SWP Contractors.

MWA has determined that the transfer of water to County of Kings under this Agreement is categorically exempt from the California Environmental Quality Act (CEQA) and will file a Notice of Exemption (NOE) with the State Clearinghouse (SCH). DWR, as the responsible agency, has determined that this activity is exempt from CEQA and will file a NOE based on the CEQA Guidelines Section 15301 (existing facilities) with SCH upon execution of this Agreement.

County of Kings has confirmed in writing to DWR its need for the transferred water in 2021 and County of Kings will take delivery of the water in 2021, in compliance with Article 56(c)(4)(iv) of County of Kings' Water Supply Contract. In addition, MWA and County of Kings confirm that the transfer satisfies the criteria in Article 57(d) and Article 57(g) of MWA's and County of Kings' respective Water Supply Contract and have provided supporting documentation to DWR demonstrating compliance, which DWR has considered in approving the transfer request.

MWA and County of Kings agree that execution of this agreement will result in transferring 5,000 acre-feet of MWA's Article 56 Carryover Water stored in San Luis

Ms. Kathryn A. Cortner, et. al.

8/4/2021

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Reservoir to County of Kings for later delivery by December 31, 2021 to County of Kings' service area, under the following terms and conditions:

TERM

1. This Agreement shall become effective upon execution by all Parties and shall terminate on December 31, 2021 or upon final payments to DWR of all costs attributable to this Agreement, whichever occurs later. However, the liability, hold harmless and indemnification obligations in this Agreement shall remain in effect until the expiration of the applicable statute of limitations, or until any claim or litigation concerning this Agreement asserted to DWR, MWA, or County of Kings within the applicable statute of limitations is finally resolved, whichever occurs later.

UNIQUENESS OF AGREEMENT

2. DWR's approval to transfer and deliver MWA's Article 56 Carryover Water to County of Kings under this Agreement is unique and shall not be considered a precedent for future agreements or DWR activities.

APPROVALS

3. The transfer and delivery of water under this Agreement shall be contingent upon, and subject to, any necessary approvals and shall be governed by the terms and conditions of such approvals and any other applicable legal requirements. MWA and County of Kings shall be responsible for complying with all applicable legal requirements and for securing any required consent, approvals, permits, or orders. MWA and County of Kings shall furnish to DWR copies of all approvals and agreements required for the transfer and delivery of water under this Agreement.

TRANSFER OF MWA'S ARTICLE 56 CARRYOVER WATER TO COUNTY OF KINGS

4. Upon execution of this Agreement, DWR will transfer 5,000 acre-feet of Article 56 Carryover Water from MWA's storage balance in San Luis Reservoir to County of Kings' storage balance for later delivery to County of Kings in 2021. The transfer will occur by means of a recalculation of MWA's and County of Kings' respective Article 56 Carryover Water storage balances in San Luis Reservoir and will become effective upon execution of this Agreement. DWR's recalculation will show a 5,000 acre-foot increase to County of Kings' total Article 56 Carryover Water storage balance and a 5,000 acre-foot decrease to MWA's total Article 56 Carryover Water storage balance.

Ms. Kathryn A. Cortner, et. al.

8/4/2021

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5. The transfer of MWA's Article 56 Carryover Water under this Agreement, plus transfers and exchanges of MWA's Article 56 Carryover Water under any other agreements during 2021, shall not exceed the maximum amount of Article 56 Carryover Water available for MWA to transfer and/or exchange during the 2021 calendar year, as determined by DWR under Article 56(c)(4) of MWA's Water Supply Contract.

DELIVERY OF MWA'S ARTICLE 56 CARRYOVER WATER TO COUNTY OF KINGS

6. DWR will deliver 5,000 acre-feet of Article 56 Carryover Water acquired by County of Kings from MWA under this Agreement from San Luis Reservoir to County of Kings' turnout(s) located in Reaches 6 through 8D of the California Aqueduct by December 31, 2021, and County of Kings shall take delivery of this Article 56 Carryover Water for use in County of Kings' service area.
7. County of Kings recognizes that, in the event San Luis Reservoir becomes full, County of Kings' Article 56 Carryover Water in San Luis Reservoir, including the water acquired under this Agreement and not yet delivered to County of Kings' service area, will be displaced in accordance with Article 56(c)(3) of County of Kings' Water Supply Contract.
8. MWA and County of Kings agree that any water not delivered to County of Kings' service area under this Agreement by December 31, 2021 will be forfeited and will convert to SWP Project Water owned by DWR on Jan 1, 2022, unless an exception is approved by DWR pursuant to Article 56(c)(4)(v) of MWA's and County of Kings' Water Supply Contracts.
9. The delivery of water to County of Kings under this Agreement shall be in accordance with schedules reviewed and approved by DWR. DWR's approval for this delivery is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations, facilities, or other SWP contractors.
10. The sum of deliveries scheduled to County of Kings under this Agreement, plus scheduled County of Kings SWP water deliveries, plus deliveries to County of Kings under any other agreements, shall not exceed the quantities on which the Proportionate Use-of-Facilities factors are based under County of Kings' Water Supply Contract with DWR unless DWR determines that deliveries will not adversely impact SWP operations, facilities, or other SWP contractors.

WATER DELIVERY SCHEDULES

11. All water delivery schedules and revisions shall be in accordance with Article 12 of County of Kings' Water Supply Contract with DWR.

Ms. Kathryn Cortner, et al

8/4/2021

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12. County of Kings shall submit monthly water delivery schedules and revised monthly schedules, if any, for approval to the Project Water Management (PWM) Office, Water Deliveries Section, indicating timing and point of delivery requested under this Agreement with reference to SWPAO #21025. Monthly schedules shall be sent by electronic mail to: SWP-SWDS@water.ca.gov.
13. County of Kings shall send weekly water schedules, indicating timing and point of delivery requested with reference to SWPAO #21025, by electronic mail by 10:00 am, Wednesday, for the following week, Monday through Sunday, to the following:
 - a. State Water Project Operations Control Office
Water Management Branch
Water_deliv_sched@water.ca.gov
Attention: Manager, Water Management Branch
 - b. State Water Project Operations Control Office
Power Management and Optimization Branch
POCOptimization@water.ca.gov
Attention: Manager, Power Management and Optimization Branch
 - c. State Water Project Operations Control Office
Pre-Scheduling Section
Presched@water.ca.gov
Attention: Manager, Pre-Scheduling Section
 - d. State Water Project Operations Control Office
Regulatory Compliance and Reporting Branch
OCO_car_reprt@water.ca.gov
PHONE (916) 574-2677
Attention: Manager, Reports Section
 - e. San Joaquin Field Division
Water Operation Section
SJFDwaterschedule@water.ca.gov
Attention: Manager, Water Operation Section

Ms. Kathryn A. Cortner, et. al.

8/4/2021

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WATER DELIVERY RECORDS

14. DWR will maintain monthly records documenting delivery of MWA's Article 56 Carryover Water acquired by County of Kings under this Agreement to County of Kings' service area.

CHARGES

15. County of Kings shall pay to DWR the charges associated with the delivery of water under this Agreement from the Delta to the point of delivery at County of Kings' turnout(s) in Reaches 6 through 8D of the California Aqueduct. County of Kings shall pay all the Variable Operation, Maintenance, Power, and Replacement components of the Transportation Charge and the Off-Aqueduct Power Facilities costs for each acre-foot of water delivered to County of Kings' turnout(s).
16. In addition to the charges identified above, County of Kings agrees to pay to DWR any identified demonstrable increase in costs that would otherwise be borne by the SWP contractors not signatory to this Agreement or by DWR, as a result of activities under this Agreement.
17. Payment terms shall be in accordance with County of Kings' Water Supply Contract with DWR.
18. All payments under this Agreement not covered under County of Kings' Water Supply Contract with DWR shall be due 30 days after the date of DWR's billing. DWR shall charge interest if payments are delinquent by more than 30 days. County of Kings shall pay to DWR accrued interest on these overdue payments at the rate of one percent per month from the due date to the date of payment.

NO IMPACT

19. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP operations or facilities. This Agreement shall not impact the financial integrity of the SWP and shall not harm other contractors not participating in this Agreement. MWA and County of Kings shall be responsible, jointly and severally, as determined by DWR, for any adverse impacts that may result from the transfer and delivery of water under this Agreement.

Ms. Kathryn A. Cortner, et. al.

8/4/2021

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LIABILITY

20. DWR is not responsible for the use, effects, or disposal of water under this Agreement once the water is delivered to the designated turnout(s). Responsibility shall be governed by Article 13 of County of Kings' Water Supply Contract, as applicable, with responsibilities under the terms of that article shifting from DWR to County of Kings when the water is delivered to the designated turnout(s).
21. MWA and County of Kings agree to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuits, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees and agents incur as a result of DWR approving this Agreement or providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.
22. If uncontrollable forces preclude DWR from transferring or delivering water under this Agreement, either partially or completely, then DWR is relieved from the obligation to transfer or deliver the water to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to, earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. County of Kings shall not be entitled to recover any administrative costs or other costs associated with transfer or delivery of water under this Agreement if uncontrollable forces preclude DWR from transferring or delivering the water.

EXECUTION

23. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. This Agreement shall take effect as soon as all Parties have signed.
24. All Parties will receive an executed copy of the Agreement via DocuSign after all Parties have signed.
25. If MWA or County of Kings requires a Board of Director's approval of this Agreement, that Party shall send an electronic copy of the board approval to the other Parties.

Ms. Kathryn A. Cortner, et. al.

8/4/2021

Page 7

If the terms and conditions in the Agreement are acceptable, please sign and date using DocuSign.

Sincerely,

John Leahigh

John Leahigh
Water Operations Executive Manager
Operations and Maintenance

ACCEPTED:

MOJAVE WATER AGENCY

Kathryn Cortner

Name

General Manager

Title

8/5/2021

Date

COUNTY OF KINGS

Kyria Martinez

Name

Assistant County Administrative Officer

Title

8/5/2021

Date

Certificate Of Completion

Envelope Id: D29204A8D12A4BE895DA652FD37C71AC

Status: Completed

Subject: Please DocuSign: SWPAO No. 21-025

Source Envelope:

Document Pages: 7

Signatures: 3

Certificate Pages: 5

Initials: 0

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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

DWR SWPAO Executive Secretary

1416 9th Street

Sacramento, CA 95814

SWPAOExecSecr@water.ca.gov

IP Address: 136.200.53.23

Record Tracking

Status: Original

8/4/2021 3:16:49 PM

Holder: DWR SWPAO Executive Secretary

SWPAOExecSecr@water.ca.gov

Location: DocuSign

Security Appliance Status: Connected

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Storage Appliance Status: Connected

Pool: Department of Water Resources

Location: DocuSign

Signer Events

Signature

Timestamp

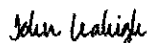
John Leahigh

John.Leahigh@water.ca.gov

Water Operations Manager

Department of Water Resources

Security Level: Email, Account Authentication
(None)



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Electronic Record and Signature Disclosure:
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Kathryn Cortner

kcortner@mojavewater.org

General Manager

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
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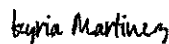
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Kyria Martinez

Kyria.Martinez@co.kings.ca.us

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events**Status****Timestamp**

James Edwards
James.Edwards@water.ca.gov
Department of Water Resources
Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:
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Carbon Copy Events**Status****Timestamp**

Ethan Warren
ewarren@tibwsd.com
Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

DWR SWPAO Executive Secretary
swpaoexecsecr@water.ca.gov
Department of Water Resources
Security Level: Email, Account Authentication
(None)

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Sent: 8/5/2021 8:26:39 AM

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

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8/5/2021 12:06:17 PM

Payment Events**Status****Timestamps**

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Water Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Water Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (916) 653-5791

To contact us by paper mail, please send correspondence to:

Department of Water Resources

P.O. Box 942836

Sacramento, CA 95236-0001

To advise Department of Water Resources of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Department of Water Resources

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to don.davis@water.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Department of Water Resources

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

**** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.**

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.

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

Auditor Use Only	
Date	
J/E No.	
Page	of

(A) New Appropriation

Expenditures:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Recreation	State Water Purchase	100000	712000	92070	5,150,000
					TOTAL	

Funding Sources:						
FUND NAME	DEPT. NAME	ACCOUNT NAME	FUND NO.	DEPT. NO.	ACCOUNT NO.	APPROPRIATION AMOUNT
General Fund	Recreation	St-Aid Water	100000	712000	85102	5,150,000
					TOTAL	

(B) Budget Transfer:

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

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

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

Dept. of Finance Approval _____ Department Head _____

Administration Approval _____ Board Approval _____

BOS meeting date: _____



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 14, 2021

SUBMITTED BY: Administration – Edward Hill/Matthew Boyett

SUBJECT: ASSEMBLY BILL 571: CONTRIBUTION LIMITS ON CAMPAIGN FINANCES

SUMMARY:

Overview:

The Political Reform Act of 1974 (the “Act”) currently limits campaign contributions exceeding \$3,000 per election to a candidate for an elected State offices. The Act also authorizes, but does not require, counties, cities, and districts to limit campaign contributions in local elections. Commencing January 1, 2021, Assembly Bill No. 571 will extend the State’s \$3,000 limit on campaign contributions per election to County and municipal elections, and will prohibit a candidate for such an office from accepting a larger contribution, unless the local jurisdiction enacts its own, different campaign contribution limit(s). A study session was held with the Board on October 27, 2020 and on November 3, 2020 the Board gave direction on campaign limits for staff to bring back in a resolution. A resolution was adopted on December 15, 2020 establishing campaign contribution limits applicable to the following elected County officials: Board of Supervisors, Sheriff/Coroner, District Attorney, and Tax Assessor. It is being recommended to amend the resolution for the addition of Superintendent of Schools to the list of County officials covered under campaign contribution limits.

Recommendation:

Adopt an amendment to Resolution number 20-079.1 setting a County-wide limit on campaign contributions for elected County offices.

Fiscal Impact:

None.

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

ASSEMBLY BILL 571: CONTRIBUTION LIMITS ON CAMPAIGN FINANCES

September 14, 2021

Page 2 of 3

BACKGROUND:

The Political Reform Act of 1974 (“Act”) limits individual donor campaign contributions in State elections – other than for statewide elections – to \$3,000 per candidate per election, with the primary and the general considered as separate elections. For statewide elections other than Governor, that limit is \$5,000 per individual per election and, for the Governor’s race, the limit is \$20,000 per individual per election. The Fair Political Practices Commission (“FPPC”) is allowed to adjust that amount in January of every odd-numbered year. Currently, the Act authorizes a county, city, or district to set its own limits on campaign contributions in local elections.

In considering AB 571, the Legislature found that most counties and cities in this State have not independently imposed limitations on contributions to candidates for elective offices. Consequently, in those counties and cities, candidates for elective offices often receive contributions that would exceed the limitations for a State Senate campaign, even though most counties and cities contain far fewer people than the average State Senate district. In some cases, where counties and cities have not established such limitations, candidates for elective offices in those jurisdictions sometimes raise 40 percent (40%) or more of their total campaign funds from a single contributor. The Legislature then concluded that a system allowing unlimited contributions to a candidate for elective county or city office creates the risk and the perception that elected officials in those jurisdictions are beholden to their contributors and will act in the best interest of those contributors at the expense of the people.

Assembly Bill 571 (“AB 571”), which became effective on January 1, 2021, extends the State limitation of \$3,000 (or \$4,700 as adjusted by the FPPC over time) per election to local jurisdictional elections unless the local jurisdiction has adopted its own campaign contribution limits. Further, AB 571 made a violation of the contribution limitation punishable as a misdemeanor and subject to other specified penalties.

At its October 27, 2020 meeting, the Board convened a study session to consider whether the County should adopt its own campaign contribution limits for County offices, or whether to allow the State campaign contribution limitation to be extended to the County’s elections beginning January 1, 2021. Following the study session, the Board directed that the matter be brought back at the November 3rd meeting to allow for further discussion of whether the County should impose its own campaign contribution limitations for local elections as allowed under AB 571 and to set such limits, if the Board chooses. The Board further requested that information regarding what other regional counties have adopted be provided at that meeting.

At the November 3rd meeting, the Board adopted campaign contribution limits to be implemented, first, by resolution with later consideration as to whether to memorialize them, along with any approved enforcement measures, at a later time. The limits the Board approved were \$25,000 caps on individual contributions, as defined, per election cycle, to include each primary, general, run-off, recall and recall-replacement election. The Board also directed that these limits be reviewed every two years on the odd-number years, beginning in 2023.

A resolution was adopted on December 15, 2020 establishing campaign contribution limits applicable to the Board of Supervisors, Sheriff/Coroner, District Attorney, and Tax Assessor. It was later discovered that the resolution should have included the Superintendent of Schools, as this is an elected County official. An

Agenda Item

ASSEMBLY BILL 571: CONTRIBUTION LIMITS ON CAMPAIGN FINANCES

September 14, 2021

Page 3 of 3

amendment is being brought forward to include the Superintendent of Schools in the County's resolution to limit campaign contributions.

The amended 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 AMENDING
RESOLUTION NO. 20-079
ADOPTING COUNTY CAMPAIGN
FINANCE CONTRIBUTION LIMITS /

RESOLUTION NO. 20-079.1

WHEREAS, by approval of Resolution No. 20-079 on December 15, 2020 the Kings County Board of Supervisors ("Board") established campaign contribution limits applicable to candidates for the following County elective offices: Board of Supervisors, Sheriff/Coroner, District Attorney, and Tax Assessor;

WHEREAS, Pursuant to Government Code Section 24000(k), the County Superintendent of Schools is a County office and in Kings County is an elected position;

WHEREAS, the Board desires to make applicable the County's campaign contribution limits to all County elective offices including the Superintendent of Schools; and

WHEREAS, effective January 1, 2021, the Board has the power and authority under Government Code Section 85702.5 to establish within the County campaign contribution limits that are different from those established by the State.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The definition of "County Elective Office" as adopted in Resolution No. 20-079 Section 2.B. is hereby amended to read as follows:

B. "County Elected Office" shall mean seats on the Board of Supervisors, Sheriff/Coroner, District Attorney, Tax Assessor and County Superintendent of Schools.

2. All other provisions provisions adopted by Resolution No. 20-079 shall remain in full force and effect.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the _____ day of _____, 2021, by the following vote:

AYES: Supervisors
NOES: Supervisors

ABSENT: Supervisors
ABSTAIN: Supervisors

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

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2021.

Clerk of said Board of Supervisors

[393038]



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 14, 2021

SUBMITTED BY: Administration – Edward Hill/Larry Spikes
California Public Finance Authority – Caitlin Lanctot

SUBJECT: APPROVING THE ISSUANCE OF TAX-EXEMPT BONDS UP TO \$33,000,000
FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION
AND CONSTRUCTION OF CITRUS CROSSING APARTMENTS

SUMMARY:

Overview:

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

Recommendation:

Adopt a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for 900 E Broadway, LP for the Citrus Crossing Apartments.

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The approval of the tax-exempt financing for the project will not place any financial obligations upon the County.

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPROVING THE ISSUANCE OF TAX-EXEMPT BONDS UP TO \$33,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF CITRUS CROSSING APARTMENTS

September 14, 2021

Page 2 of 2

Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure, and improve the overall quality of life in local communities.

900 E Broadway, L.P. (the “Borrower”) has requested that CalPFA issue tax-exempt bonds in an amount not to exceed \$33,000,000 to finance or refinance the acquisition, construction, improvement and equipping of a senior multifamily rental housing project located at 900 East Broadway in Glendale, California (the “Project”).

A public hearing was held for this project on September 14, 2021. The Board has been asked to approve the issuance of the bonds as the host governmental unit.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Borrower. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$33,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF CITRUS CROSSING APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO /

RESOLUTION NO. _____

WHEREAS, 900 E Broadway, L.P. or a partnership or limited liability company of which Meta Housing Corporation (the "Developer") or a related person to the Developer is the general partner, has requested that the California Public Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$33,000,000 in outstanding aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a senior multifamily rental housing project located at 900 East Broadway, Glendale, California (the "Project"); and

WHEREAS, the Project is located within the City of Glendale; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the "County") and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS
HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ____ day of _____, 2021, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2021.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 14, 2021

SUBMITTED BY: Administration – Edward Hill/Larry Spikes
California Public Finance Authority – Caitlin Lanctot

SUBJECT: APPROVING THE ISSUANCE OF TAX-EXEMPT BONDS UP TO \$34,000,000
FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION
AND CONSTRUCTION OF MANGINI PLACE APARTMENTS

SUMMARY:

Overview:

Section 147 (f)(2) of the Internal Revenue Code of 1986 requires that, in order for the interest on such obligations to be excluded from gross income to investors for federal income tax purposes, the applicable elected representatives of the host governmental unit must approve the issuance of debt. This hearing and approval process is referred to as a “TEFRA” hearing, after the Tax Equity and Fiscal Responsibility Act of 1983, the regulations for which were promulgated under the Tax Code changes of 1986.

Recommendation:

Adopt a Resolution approving the financing and the issuance of the bonds by the California Public Finance Authority for Mangini Place Affordable, LP for Mangini Place Apartments.

Fiscal Impact:

None. The County’s participation bears with it no cost or financial obligation, but serves as a public acknowledgement of the facilities to be financed by the host jurisdiction. The approval of the tax-exempt financing for the project will not place any financial obligations upon the County.

BACKGROUND:

The California Public Finance Authority (“CalPFA”) is a political subdivision of the State of California established under the Joint Exercise of Powers Act for the purpose of issuing tax-exempt conduit bonds for public and private entities throughout California. CalPFA was created by Kings County and the Housing

(Cont’d)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

APPROVING THE ISSUANCE OF TAX-EXEMPT BONDS UP TO \$34,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF MANGINI PLACE APARTMENTS

September 14, 2021

Page 2 of 2

Authority of Kings County, California. CalPFA is empowered to promote economic, cultural, and community development opportunities that create temporary and permanent jobs, affordable housing, community infrastructure, and improve the overall quality of life in local communities.

Mangini Place Affordable, LP (the “Borrower”) has requested that CalPFA issue tax-exempt bonds in an amount not to exceed \$34,000,000 to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at the northwest corner of Mangini Parkway and Placerville Road in Folsom, California (the “Project”).

A public hearing was held for this project on September 14, 2021. The Board has been asked to approve the issuance of the bonds as the host governmental unit.

The obligations would be repaid solely from amounts received pursuant to the terms and provisions of the financing agreements to be executed by the Borrower. The County would not be a party to the financing agreements. The obligations would not be secured by any form of taxation or any obligation of either the County or CalPFA. Neither would the obligations represent or constitute a general obligation of the County or CalPFA. The borrower must indemnify CalPFA, including the County. All legal documents will contain clear disclaimers that the obligations are not obligations of the County or the CalPFA but are paid only from funds provided by the borrower.

As announced in the published notice, this hearing is an opportunity for all interested persons to speak or to submit written comments concerning the proposal to issue the obligations and the nature of the facilities to be financed.

Participation by the County will not impact the County's appropriations limits and will not constitute any type of indebtedness by the County. Once the County holds the required public hearing and adopts the required resolution following the public hearing, no other participation of the County in the actions of the CalPFA or in the financing will be required.

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

* * * * *

IN THE MATTER OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS APPROVING A FINANCING TO BE UNDERTAKEN BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$34,000,000, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND CONSTRUCTION OF MANGINI PLACE APARTMENTS AND CERTAIN OTHER MATTERS RELATING THERETO / RESOLUTION NO. _____

WHEREAS, Mangini Place Affordable, LP or a partnership or limited liability company of which St. Anton Communities, LLC (the "Developer") or a related person to the Developer is the general partner, has requested that the California Public Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$34,000,000 in outstanding aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of a multifamily rental housing project located at the Northwest corner of Mangini Parkway and Placerville Road, Folsom, California (the "Project"); and

WHEREAS, the Project is located within the City of Folsom; and

WHEREAS, the Authority is a joint powers authority created by the County of Kings (the "County") and the Housing Authority of Kings County and located in the County; and

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the County; and

WHEREAS, the Board of Supervisors of the County (the "Board of Supervisors") is the elected legislative body of the County and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board of Supervisors has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the Board of Supervisors understands that its actions in holding this public hearing and in approving this Resolution do not obligate the County in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said Board of Supervisors expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS
HEREBY RESOLVES THAT:

Section 1. The Board of Supervisors hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the Board of Supervisors that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Authority is located.

Section 2. The officers of the Board of Supervisors are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 3. The Board of Supervisors expressly conditions its approval of this Resolution on its understanding that the County shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

Section 4. This Resolution shall take effect from and after its passage and approval.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____ at a regular meeting held on the ____ day of _____, 2021, by the following vote:

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

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

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2021.

Clerk of said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 14, 2021

SUBMITTED BY: County Counsel – Diane Freeman
Administration – Edward Hill / Matthew Boyett

SUBJECT: REDISTRICTING PUBLIC OUTREACH OPTIONS

SUMMARY:

Overview:

During the last redistricting public hearing on August 31, 2021, the department was asked to bring forward options for additional redistricting public outreach geared towards community education, participation, and engagement. Staff now presents for your consideration four options regarding redistricting public outreach.

Recommendation:

Direct staff to pursue one of four options regarding redistricting public outreach.

Fiscal Impact:

Depending on the option chosen, there may or may not be additional impacts to General Fund. Particular costs related to the options are outlined below.

BACKGROUND:

On May 29, 2021, the Board was presented the County's redistricting public outreach plan and given the opportunity to direct additional outreach. The plan provided for three (3) public hearings to take place during the Board's regular meetings and one (1) public hearing to take place in the evening. The County subsequently added one (1) public hearing for a total of five (5) redistricting public hearings. The County has proceeded according to that plan. At the County's third redistricting public hearing on August 31, 2021, a member of the Board asked to be presented options for additional public hearings and/or outreach in remote locations throughout the county.

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

REDISTRICTING PUBLIC OUTREACH OPTIONS

September 14, 2021

Page 2 of 3

After discussions with the County's consultants, Tripepi Smith ("TS") and National Demographic Corporation ("NDC"), staff presents for your consideration the following public outreach options:

Option #1 – Make no changes to the scope of public outreach

To date, the County has conducted three public hearings on July 20, July 27, and August 31, 2021, all of which were conducted during regular Board meetings on Tuesdays at 10:00 a.m. There is currently a public hearing scheduled after hours on Wednesday, November 3, 2021 at 6:30 p.m. that will allow those unable to attend during the daytime the opportunity to engage in the process. The fifth and final public hearing will be held on December 7, 2021 at 10:00 a.m. All public hearings have been and will continue to be held both in-person with an option to participate virtually from any location, or listen to the hearing from any location. Translation services have been and will continue to be made available for those in person as well as those listening and participating virtually. The County's current public outreach plan complies with the County's obligation to hold at least four public hearings that enable community members to provide input, with at least one hearing occurring before the County draws its draft maps, at least two hearings occurring after the drawing of draft maps and one hearing on a weekend or after 6:00 p.m. on a weekday to allow those who work or live in rural communities the opportunity to participate in the process. The information presented at each hearing is published on the County's redistricting website and is available to anyone interested in participating in or learning more about the redistricting process.

Option #2 – Hold additional Board of Supervisor public hearings in remote locations with NDC

The County's ability to hold additional public hearings or is limited by time, the availability of consultants and cost. Given the time frame, and the September 20, 2021 anticipated release by California of the official prison population-adjusted Census data, there is little time for additional education directed public hearings prior to a shift in focus to the map drawing process, and adding additional hearings at this late date could create confusion about the County's process. The only date NDC has available to conduct public workshops or duplicate in remote locations the hearings already presented is September 25, 2021. In addition, the County would be required to coordinate venue and interpreting services and satisfy all noticing requirements. For public hearing, noticing in the newspaper requires 10 days and the newspaper requires four days prior to publication for processing. The contracted cost for NDC's participation at each additional public hearing is \$2,750 and the cost of providing public notice is budgeted at \$800 per hearing. Additional costs may be incurred for recording the hearing, providing interpreter services and if the hearing is also conducted by teleconference. It is possible to conduct two workshops in two locations in one day. Given all of the variables, viability of this option is questionable.

Option #3 – Hold workshops (in-person, virtual, or hybrid) in remote locations with TS and NDC

The County's ability to hold public workshops in remote location is similarly limited by time, the availability of consultants, cost, and the same considerations stated above apply. The only differences are the time-period for proper noticing of the workshops, the format of the meeting, and the involvement

Agenda Item

REDISTRICTING PUBLIC OUTREACH OPTIONS

September 14, 2021

Page 3 of 3

of TS to facilitate discussion. The only date NDC and TS have collectively available for public workshops is September 25, 2021. The additional cost for NDC's services are \$2,750 per workshop and the additional cost for TS services, including all planning, attendance and recording, are \$7,745 for the first workshop and \$6,400 for each workshop thereafter. It is possible to conduct two workshops in two locations on one day. Given all of the variables, viability of this option is questionable.

Option #4 – Have County staff present educational materials at city council meetings throughout the County

Under this option, County staff would provide informational presentations about the redistricting process to the public at agenized city council meetings. These would be informational presentations only, with staff directing individuals who desire to make public comment to do so through the County's website and other established channels for public comment. The County could rely on existing recording processes at each city location and obtain recorded copies of the presentations for its record keeping purposes. Upon request, the County would be required to coordinate Spanish language interpreting services at a cost of \$600 per meeting. Under this option, the County may also have increased employee costs depending on participating staff.



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 14, 2021

SUBMITTED BY: Fire Department – William Lynch

SUBJECT: AVENAL FIRE SERVICES AGREEMENT

SUMMARY:

Overview:

For many years, the Kings County Fire Department has provided fire services to the City of Avenal on a contractual basis. On June 30, 2021, the most recent agreement for fire services with the City expired. The term of the new agreement is one year, commencing on July 1, 2021. If approved, this new agreement will expire on June 30, 2022, unless terminated by either party.

Recommendation:

Approve an Agreement with the City of Avenal for fire services, retroactively effective July 1, 2021 to June 30, 2022.

Fiscal Impact:

The City will pay the Fire Department \$400,000 in fiscal year (FY) 2021-2022. The City will pay the annual sum due in equal quarterly payments on September 30, December 31, March 31, and June 30 of the fiscal year, which will be deposited into Fund 300120, Budget Unit 241000, Account 80004: Cities-City of Avenal. Revenue under this agreement is included in the FY 2021-2022 Adopted Budget.

BACKGROUND:

The Fire Department provides fire services to the City under an established agreement that formalizes each agency's responsibility. Over the past several years, the agreement for fire services between the County and City has been as follows:

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

AVENAL FIRE SERVICES AGREEMENT

September 14, 2021

Page 2 of 2

Fiscal Year	Agreement Amount	Difference
FY 12/13	\$280,000	
FY 13/14	\$280,000	\$0
FY 14/15	\$290,000	\$10,000
FY 15/16	\$270,000	(\$20,000)
FY 16/17	\$270,000	\$0
FY 17/18	\$290,000	\$20,000
FY 18/19	\$340,000	\$50,000
FY 19/20	\$365,000	\$25,000
FY 20/21	\$365,000	\$0
FY 21/22	\$400,000	\$35,000

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

AGREEMENT FOR
COUNTY FIRE SERVICES
WITHIN THE CITY OF AVENAL

THIS AGREEMENT is made and entered into and effective this ____ day of _____, 2021, by and between the County of Kings (hereinafter "County") and the City of Avenal (hereinafter "City"), upon the following terms and conditions.

RECITALS:

1. The County and the City have for many years enjoyed a relationship whereby the County provides fire service within the incorporated areas of the City of Avenal.
2. Any prior agreement relating to fire services provided by the County to the City is mutually terminated as of the effective date of this Agreement.
3. The County and the City desire to amend the character of this relationship whereby the City provides additional compensation in order to reimburse County for the costs of providing these services.
4. In order to confirm the details of the continued relationship between and amended duties of the City and County for the provision of fire services by the County within the incorporated areas of the City of Avenal, the City and County enter into this Agreement as follows:

1. Powers and Duties of County.

A. Enforcement Responsibilities. The Fire Chief of the County of Kings shall enforce State statutes and ordinances of the City relating to fire prevention and protection, emergency medical response, rescues, hazardous materials responses, and fire investigation functions within the City's boundaries, but only to the extent that the Fire Chief performs the same or substantially similar services in the County. The Fire Chief shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Fire Chief under County customs, ordinances and the statutes of the State of California.

B. Resources. Except in regards to stationery supplies and forms which must be issued in the name of the City, the County shall furnish all labor, supervision, equipment, facilities, and supplies necessary to maintain a level of services meeting the minimum requirements agreed to between City and County. The County shall not reduce said level of resources and services below that which was provided during the 2020-2021 fiscal year. In all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense. The County and the City shall retain title to the property each may

acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.

C. Municipal Agency. For the sole purpose of performing services and functions pursuant to this Agreement, and only for the purpose of giving official status to the performance thereof, the Fire Chief of the Kings County Fire Department, and the officers, employees and volunteers of the County Fire Department, shall exercise within the City all of the powers and duties conferred upon a city fire chief and city fire department personnel, and, *subject to the limitations set forth in paragraph 1.E below*, every County officer, employee and volunteer engaged in performing any such service and function shall be deemed to be an officer, employee or volunteer of the City while performing services and functions for the City to the extent that such services and functions are within the scope of this Agreement and are municipal functions.

D. Control of Services. The rendition of such services, the standards of performance, the discipline of officers, employees and volunteers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in the County; provided, however, that, if in the judgment of the City Manager or City Council any Fire Department officer, employee or volunteer assigned to duty under this Agreement is not satisfactory to the City, the City Manager may so notify the Fire Chief in writing and within thirty (30) days of receipt of such a written notification, the Fire Chief shall respond in writing thereto.

E. Personnel. All persons employed in the performance of such services and functions as are contemplated by this Agreement for the City shall be County employees or volunteers, and no person employed hereunder shall have any City benefit, pension, civil service, status, or right of employment.

(1) City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation, including worker's compensation, to any County personnel performing services hereunder for the City; County shall be solely responsible for the payment of any salaries, wages and compensation, including worker's compensation, of, or indemnity for, injury or sickness arising out of said employment or volunteer relationship.

(2) City shall not be liable for compensation, including worker's compensation, of or indemnity to any County officer, employee or volunteer for injury or sickness arising out of such employment.

F. Citizen Complaints. All citizen complaints from City residents regarding services provided pursuant to this Agreement shall be investigated and resolved by the County through its normal review procedures.

G. Service Reports. The City Manager shall have access to reports and other documents pertaining to the fire suppression and prevention services provided by the

County within the City. Further, the Fire Chief or the Fire Chief's designated representative upon request shall attend regular City Council meetings, and shall be prepared to respond to questions by the City Council regarding the services provided pursuant to this Agreement.

2. Consideration — City's Annual Obligation.

A. The City shall pay the amount of \$400,000 for the 2021-2022 fiscal year.

B. The City shall pay the annual sum due in equal quarterly payments on September 30, December 31, March 31, and June 30 of each Fiscal Year.

3. Term of the Agreement.

The term of County's duty to provide fire services to City under this Agreement shall be one (1) year, commencing on July 1, 2021, unless terminated by either party. For no cause, either party may terminate this Agreement upon no less than six (6) months written notice. If the termination is for cause, it shall be effective immediately upon written notice. Written notice of termination of this Agreement must be given to the other party by personal delivery or registered mail as set forth below.

4. Liability.

A. Indemnification. The County shall indemnify, defend and hold the City, its officers, agents and employees, harmless from loss, damage or injury to any person or property, or for reason of anything done, permitted to be done, or omitted to be done by Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City or caused by the gross negligence or intentional misconduct of Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City.

5. Miscellaneous Provisions.

A. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California. It was mutually agreed and shall not be construed against the drafter. The provisions of this Agreement are severable and if any part of it is found to be unenforceable the other paragraphs shall remain in full force and effect. This Agreement contains the entire agreement between the parties hereto. The terms of this Agreement are contractual and not a mere recital. The recitals are an integral part of this Agreement and are incorporated herein.

B. Good Faith Negotiation and Attorney's Fees. The parties will use their best efforts in good faith to cooperate in fulfilling the terms of this Agreement. Should a dispute arise between the parties regarding administration of this Agreement or the services to be provided hereunder, the Administrative Officer of the County and City

Manager of City, shall meet in an attempt to resolve the issue. If, however, any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall (in addition to any other relief to which the party may obtain) be entitled to reasonable attorney's fees, as set by the Court in the same or any separate action.

C. Waiver. The waiver by any party of a breach of any provision of this contract shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

D. No Third Party Beneficiary. No person or organization shall be a third party beneficiary of this Agreement.

E. No Assignment. Neither party to this Agreement may assign its rights, privileges, benefits or responsibilities hereunder to any other party without the express prior written authorization of the other party to this Agreement.

F. Notice. Any and all inquiries and notices with respect to this Agreement may be given personally, or by registered mail addressed to County or City at the following address:

City of Avenal
919 Skyline Blvd
Avenal, CA 93204

Kings County Administration
1400 W. Lacey Blvd.
Hanford, CA 93230

Either party may change the address to which the notices shall be sent by advising the other party in writing of the change. Nothing herein shall preclude the giving of any notice by personal service to the other party.

G. Alterations and Modifications of Agreement. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by written mutual consent, signed by both parties, agree to modification hereof or addition hereto, which are not forbidden by law.

H. Waiver of Term. No waiver of any term, condition, or covenant of this Agreement by either party shall be deemed as a waiver of any other term, condition or covenant herein contained to the strict and proper performance thereof.

I. Captions. The caption of each article of this Agreement is inserted as a matter of convenience and reference only and in no way defines, limits, or describes the scope of the Agreement or in any way affects it.

J. Copies of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.

6. Authority.

A. Legal Authority. Government Code Section 36501 provides that the government of a general law city shall be vested in the officers therein named and includes the designation of fire chief. Government Code Section 38611 provides that the legislative body of a general law city shall establish a fire department for the city, and that said fire department shall be under the charge of a chief who shall have had previous training and experience as a firefighter, and that the other members of said fire department shall consist of paid firefighters or such companies of call firefighters (hereinafter "volunteers") as the legislative body may determine. Government Code Section 51301 authorizes the Board of Supervisors to contract with a city within the county and authorizes the city legislative body to contract with the county for the performance of city functions by appropriate county officers and employees. Government Code Section 51303 provides in part that: "The county officers and employees named in the contract shall exercise within the city all of the powers and duties conferred upon the city officers or employees named in the contract".

B. Fire Chief. The City and County desire that the functions of the Chief of the Fire Department of City shall be performed by the Chief of the Fire Department of County acting as the Fire Chief of City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above-written.

"County"

Craig Pedersen, Chairman
Kings County Board of Supervisors

ATTEST:

Catherine Venturella, Clerk
Kings County Board of Supervisors

Approved as to Legal Form

Carrie R. Woolley
Carrie R. Woolley,
Interim County Counsel

"City"

Alvaro Preciado
Alvaro Preciado, Mayor
City of Avenal

ATTEST:

Maria Ortiz
Maria Ortiz, Clerk
City of Avenal

Approved as to Legal Form

Moses Diaz 8/12/2021
Moses Diaz, City Attorney



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 14, 2021

SUBMITTED BY: Human Resources – Henie Ring

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE
GENERAL SUPERVISORS UNITS

SUMMARY:

Overview:

The County's agreements with the General and Supervisor Units for the 2017-2020 Memorandum of Understanding (MOU) allowed for either party to reopen the agreement to discuss economic changes prior to the June 30, 2022 expiration. Negotiations have been conducted in good faith with California League of City Employees Associations (C.L.O.C.E.A.) as the designated representative of both units, and successor agreements have been reached between the parties for a term ending June 30, 2025. The agreements have been ratified by the membership of each of the Units and staff recommends approval by the Board.

Recommendation:

Authorize the Human Resources Director and designated staff to sign the successor Agreements with the General and Supervisor Units with a term ending June 30, 2025.

Fiscal Impact:

The General and Supervisor Unit Agreements provide for salary increases of 4 ranges (approximately 4%) effective September 6, 2021 (Pay Period 19-2021) for classifications not identified for a minimum wage increase on January 1, 2022. Classifications identified to receive a minimum wage increase on January 1, 2022, will receive the salary range increase of 7 ranges (approximately 7%) effective September 6, 2021 (Pay Period 19-21) instead of January 1, 2022. Additionally, all employees in the classifications covered by this agreement shall receive a lump sum of \$500 effective September 6, 2021 (Pay Period 19-2021). In the second year of this agreement, salary increases of 3 ranges (approximately

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.

Agenda Item

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE GENERAL SUPERVISORS UNITS

September 14, 2021

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(Cont'd)

3%) effective (FY 2022-2023) July 1, 2022 (Pay Period 15-2022) for classifications who did not receive minimum wage increases on January 1, 2021. In the third year of the agreement (FY 23-24), all employees in the classifications covered by this agreement shall receive a salary range increase of 1 range (approximately 1%) effective July 10, 2023 (Pay Period 15-2023). In the fourth year of the agreement (FY 2024-2025), all employees in the classifications covered by this agreement shall receive a salary range increase of 1 range (approximately 1%) effective July 6, 2024 (Pay Period 15-2024).

BACKGROUND:

The proposed agreements provide for a salary increase of 4 ranges (approximately 4%) effective September 6, 2021 (Pay Period 19-2021), with the exception of the classifications identified in the chart below. The classifications identified in the chart below shall receive a salary increase of 7 ranges (approximately 7%) effective September 6, 2021 (Pay Period 19-2021). Additionally, all employees in the classifications covered by this agreement shall receive a lump sum of \$500 effective September 6, 2021 (Pay Period 19-2021). The second year of this agreement provides for a salary increase of 3 ranges (approximately 3%) effective July 1, 2022 (Pay Period 15-2022) for all classifications, except those identified in the chart below. In the third year of this agreement, all employees in the classifications covered by this agreement shall receive a salary range increase of 1 range (approximately 1%) effective July 10, 2023 (Pay Period 15-2023). In the fourth year of this agreement, all employees in the classifications covered by this agreement shall receive a salary range increase of 1 range (approximately 1%) effective July 6, 2024 (Pay Period 15-2024).

Account Clerk I
Account Clerk II
Account Clerk III
Community Health Aide I
Community Health Aide II
Community Health Aide III
Department Specialist I
Department Specialist II
Department Specialist III
Library Assistant I
Library Assistant II
Library Assistant III
Medical Assistant I
Medical Assistant II
Office Assistant I
Office Assistant II
Office Assistant III
Peer Support Specialist
WIC Nutrition Assistant I

Agenda Item

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE GENERAL SUPERVISORS UNITS

September 14, 2021

Page 3 of 3

WIC Nutrition Assistant II
WIC Nutrition Assistant III

In addition to the salary increases described above, this agreement proposes that during the term of the agreement any increases in the health insurance premium will be split 50/50 between the employer and employee. This agreement also proposes continuation of the holiday closure for 2021, 2022, 2023, and 2024. Also Article 26 - Uniform Allowance provides an increase for the Juvenile Corrections Officer series from \$400 to \$450. The Memorandum of Understandings (MOUs) have been updated to incorporate all modifications previously agreed to, as well as minor wording updates, in addition to the elements described above. The MOU's for the General and Supervisor Units are attached with all additions highlighted in red and underlined, and any deletions marked with a strikethrough.

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO
THE KINGS COUNTY BOARD OF SUPERVISORS

AND

GENERAL MEMBERSHIP OF
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS
C.L.O.C.E.A

~~July 5, 2017 — July 5, 2020~~

July 1, 2021 through June 30, 2025

BY AND BETWEEN

AUTHORIZED REPRESENTATIVES OF KINGS COUNTY
(hereinafter "County")

AND

AUTHORIZED REPRESENTATIVES OF C.L.O.C.E.A,
(hereinafter "Union")

MEMORANDUM OF UNDERSTANDING -- GENERAL UNIT EMPLOYEES

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ARTICLE 1 PREAMBLE

Representatives of the County of Kings and representatives of the California League of City Employees Associations, C.L.O.C.E.A, have met and conferred in good faith and have mutually agreed as a result of that process to recommend to the Kings County Board of Supervisors and the General Membership of California League of City Employees Associations, C.L.O.C.E.A, adoption of this Memorandum of Understanding and implementation of its terms and conditions of employment.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the County's Employer-Employee Relations Policy and Chapter 10, Division 4 of the California Government Code (Section 3500 et seq.) the County has recognized California League of City Employees Associations, C.L.O.C.E.A, hereinafter shown as union, as the exclusive representative of all permanent County Employees in the General employees' bargaining unit (see Appendix A).

ARTICLE 3 PAYROLL DEDUCTION

It is understood and agreed by the parties that, pursuant to Article III, Section 14, of the Employer-Employee Relations Policy, the Union has the right to payroll deduction of membership dues and insurance premiums upon written authorization by the affected employee. Such deductions shall be made bi-weekly and forwarded to the Union.

ARTICLE 4 MAINTENANCE OF MEMBERSHIP

1. Beginning the effective date of this Agreement, all regular full time unit employees who are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall have Union dues deducted from their paychecks during the term of this Agreement, subject however, to the right to resign from Union membership during a thirty (30) calendar day window period commencing ninety (90)calendar days prior to the termination date of the agreement, and discontinue further Union dues deductions. Exceptions to this requirement are permissible only upon written release authorized by the Union.
2. The Union shall furnish any information needed by the County to fulfill its obligations under the provisions of this Article.
3. The Union shall indemnify and hold harmless the County and its Board individually and collectively from any legal costs and/or damages arising from claims, demands or liability by reason of litigation arising from this Article. The

Union agrees to pay to the County all legal fees and legal costs incurred in defending the County or its' Board against any court action and/or administrative action challenging the legality or constitutionality of the provisions of this Article or its implementation.

ARTICLE 5 FULL UNDERSTANDING

The Union and the County agree that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this present document represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

ARTICLE 6 CURRENT CHANGES IN TERMS AND CONDITIONS

It is understood and the parties agree that the only changes in terms and conditions of employment intended at this time are those specifically provided herein.

ARTICLE 7 MAINTENANCE OF BENEFITS

It is understood and the parties agree that for the term of this Agreement changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "meet and confer" process and by mutual consent of the parties.

Changes in other terms and conditions of employment, not specifically referenced herein, may only be accomplished pursuant to applicable law.

ARTICLE 8 WAIVER OF APPEAL

It is understood and agreed that the waiver of appeal of any breach of any term or condition of employment, by either party, shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 9 SAVINGS

If any article or section of this Agreement, or any addition thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby, and the parties shall immediately begin the meet

and confer process for the purpose of arriving at a mutually satisfactory replacement for such invalid or restrained article or section.

ARTICLE 10 ACCESS RULE

It is agreed that in the event a County Department Head formally objects to Union Representatives visiting a work location, the Representatives must provide notice to the County Human Resources Department one hour in advance of visits to such work location. Further, it is understood that regardless of objection or lack thereof, Union Representatives are not to disrupt the work of County employees in any fashion, or solicit Union membership on County time. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. Union Representatives may not utilize employee only entrances and may be required to be escorted into various areas of work space at the discretion of the Department Head.

ARTICLE 11 UNION INFORMATION FOR NEW EMPLOYEES

It is understood that the County will not solicit members for the Union, but it is agreed that the County will inform all eligible new employees about the Recognized Employee Organization by providing membership materials supplied by the Union.

ARTICLE 12 STEWARDS RELEASE TIME

It is understood by the County and the Union that good organization, competent leadership, and well-informed representatives for both Management and Labor improve the employer-employee relationship and the communication process. Further, it is understood and agreed that morale and job performance may be directly related to a healthy, balanced, and mutually respectful employer-employee relationship. Consistent with the foregoing, it is therefore agreed that the Union may designate up to twelve (12) Shop Stewards who will be granted four (4) hours per month of release time to attend meetings of the Union Board of Stewards. All employees shall be released on the same day as designated by the Union, and the stewards' meetings shall be held at a site other than on County premises. Such release time may not be accumulated from month to month; employees who are sick or otherwise absent from work waive their right to release time

The Union may designate up to seven representatives who shall be authorized to attend all negotiation meetings between the Union and County. Three representatives shall be authorized to attend meetings of both the Health Insurance and Labor/Management committees.

ARTICLE 13 NO STRIKE -- NO LOCKOUT

During the term of this Memorandum of Understanding, C.L.O.C.E.A, its staff, elected officials, agents and members agree that they shall neither encourage nor engage in any strike, work stoppage, slowdown, sick-out, or other concerted refusal to work for or against Kings County.

In the event of a violation of this agreement, C.L.O.C.E.A agrees to contact the offending party, notify them that they are in violation of the agreement, and that their actions are not supported by the Union. C.L.O.C.E.A agrees to use whatever authority it may possess at the time to halt any such violation.

Union members who violate this policy shall be subject to discharge or other discipline by the County without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited activity.

Any violation of this agreement by any person not an employee of the County but acting as an agent or representative of C.L.O.C.E.A shall be grounds for Kings County to withdraw the Union's payroll deduction privilege.

The County shall not lockout employees.

ARTICLE 14 COUNTY RIGHTS

Except as otherwise specifically provided in this Agreement, the County has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- a) To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- b) To manage all facilities and operations of the County, including the methods, means and personnel by which County operations are to be conducted.
- c) To schedule working hours and assign work.
- d) To establish, modify or change work schedules or standards.
- e) To direct the working forces, including the right to hire, assign, promote, demote or transfer any employee.
- f) To determine the location of all plants and facilities.
- g) To determine the layout and the machinery, equipment or materials to be used.

- h) To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- i) To determine the size and composition of the workforce.
- j) To determine policy and procedures affecting the selection or training of employees.
- k) To establish, assess and implement employee performance standards including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- l) To control and determine the use and location of County property, material, machinery and/or equipment.
- m) To schedule the operation of and to determine the number and duration of shifts.
- n) To determine safety, health and property protection measures.
- o) To transfer work from one job to another or from one plant or unit to another.
- p) To introduce new, improved or different methods of operation or to change existing methods.
- q) To lay off employees from duty for lack of work, lack of funds or any other reason.
- r) To reprimand, suspend, discharge or otherwise discipline employees.
- s) To establish, modify, determine, or eliminate job classifications.
- t) To promulgate, modify and enforce work and safety rules and regulations.
- u) To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- v) To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.

ARTICLE 15 GRIEVANCE PROCEDURE (See Appendix B)

ARTICLE 16 SICK LEAVE

1. Accrual

- a. All regular full-time and regular part-time employees hired prior to January 1, 1999, shall be entitled to point zero-four-six-one-five-four (.046154) hours of sick leave with pay for each hour of the actual hours of regular employment.
- b. All regular full-time and regular part-time employees hired after January 1, 1999 will accrue sick leave as follows:

<u>Service Hours</u>	<u>Hours Earned</u>	<u>Sick leave earned at the rate of (based on hours worked)</u>
0 - 10,400	80 (10 days)	.038462
10,401 - 20,800	88 (11 days)	.042308
20,801 +	96 (12 days)	.046154

2. Absence Due to Death in Family (Section 7012.2 of Personnel Rules listed for reference purposes only).

Whenever any regular full-time or regular part-time employee is compelled to be absent from duty by death in the employee's immediate family, accumulated sick leave with pay, up to forty (40) regular working hours (Fire Unit - 72 hours) may be granted upon the recommendation of the department head and approval of the Director.

Immediate family, for the purposes of this section, is defined as follows:

Children (Legal Wards)
Parents
Grandchildren
Grandparents
Brothers
Sisters
Spouse or Registered Domestic Partner

Whether by blood or marriage or adoption.

ARTICLE 17 USE OF EMPLOYEE BENEFITS

No employee shall be discriminated against or disciplined for the legitimate use of any right, privilege or benefit.

ARTICLE 18 VACATION

1. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (2080 hours of actual service as defined in the County Personnel rules equals one year) as follows:

- a) Employees hired prior to January 1, 1999:

Service Hours	Hours (days) Earned (based on hrs)	Rate (based on hours)
0 - 10,400	96 (12 days)	.046154
10,401 - 20,800	120 (15 days)	.057693
20,801 - 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

- b) Employees hired January 1, 1999 or later:

Service Hours	Hours (days) Earned (based on hrs)	Rate (based on hours)
0 - 4,160	80 (10 days)	.038462
4,161 - 10,400	96 (12 days)	.046154
10,401 - 20,800	120 (15 days)	.057693
20,801 - 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

2. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (as set forth in 1a and 1b above) until the employee reaches one of the following accrued hours of vacation limits:

Hours (days) <u>Earned (based on hrs)</u>	Maximum Vacation <u>Accumulation Limits</u>
80 (10 days)	160 hours
96 (12 days)	192 hours
120 (15 days)	240 hours
140 (17.5 days)	280 hours
160 (20 days)	320 hours

Once the appropriate accumulation limit has been reached, the employee shall cease to earn additional vacation until the employee's accumulated vacation balance falls below the limits listed above.

ARTICLE 19 HOLIDAYS

The following provisions of this Article are the entire policies and procedures affecting holidays provided Miscellaneous Employees:

1. The days established as holidays are:
 - January 1, New Year's Day
 - Third Monday in January, Martin Luther King Day
 - Third Monday in February, Presidents Day
 - Last Monday in May, Memorial Day
 - July 4, Independence Day
 - First Monday in September, Labor Day
 - November 11, Veterans Day
 - The day designated as Thanksgiving Day
 - The day following Thanksgiving Day
 - Half-day (4 hours) the working day before the day observed as Christmas Day. ~~County offices close at noon.~~
 - Half-day (4 hours) the working day before the day observed as New Year's Day. ~~County offices close at noon.~~
 - Such other days as the Board of Supervisors may determine by resolution.

Paid Closure

In ~~2017, 2018 and 2019~~ 2021, 2022, 2023, and 2024 County offices (where possible) will be closed to the public the week after Christmas providing three and one-half days of holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off in their department due to 24-hour shift requirements, these employees shall be paid straight-time holiday in-lieu pay, up to the actual amount of time worked, not to exceed 28 hours for 2021, 2022, 2023, and 2024, during that week.

Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.

The specific dates for these additional ~~28~~ hours of holiday time is as follows:

~~2017~~

~~Tuesday, December 26, 2017—8 hours~~

~~Wednesday, December 27, 2017—8 hours~~

~~Thursday, December 28, 2017—8 hours~~

~~Friday, December 29, 2017—4 Hours~~

~~2018~~

~~Wednesday, December 26, 2018—8 hours~~

~~Thursday, December 27, 2018—8 hours~~

~~Friday, December 28, 2018—8 Hours~~

~~Monday December 31, 2018 – 4 hours~~
~~2019~~

~~Thursday, December 26, 2019 – 8 hours~~

~~Friday, December 27, 2019 – 8 hours~~

~~Monday, December 30, 2019 – 8 hours~~

~~Tuesday, December 31, 2019 – 4 hours~~

2021

Tuesday, December 28, 2021 – 8 hours

Wednesday, December 29, 2021 – 8 hours

Thursday, December 30, 2021 – 8 hours

Friday, December 31, 2021 – 4 hours

2022

Tuesday, December 27, 2022 – 8 hours

Wednesday, December 28, 2022 – 8 hours

Thursday, December 29, 2022 – 8 hours

Friday, December 30, 2022 – 4 hours

2023

Tuesday, December 26, 2023 – 8 hours

Wednesday, December 27, 2023 – 8 hours

Thursday, December 28, 2023 – 8 hours

Friday December 29, 2023 – 4 hours

2024

Thursday, December 26, 2024 – 8 hours

Friday, December 27, 2024 – 8 hours

Monday, December 30, 2024 – 8 hours

Tuesday December 31, 2024 – 4 hours

The parties agree that so long as a current Memorandum of Understanding (MOU) has not expired, CLOCEA shall receive the holiday closure consistent with the Article above (28 hours). When necessary, the parties agree to meet no later than September 1st or as needed to designate the dates for the holiday closure. In the event that an MOU term expires (Article 35), the holiday closure shall not be guaranteed and will be extended by Side Letter Agreement only.

2. Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.
3. Any employee who is required to work, by reason of the nature of the service of the department or by reason of a regularly scheduled other than Monday

through Friday, on a day which is a holiday for employees working a regularly scheduled workweek of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.

4. When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
5. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
6. Only 8 hours of holiday pay is permitted on any one full-day holiday. Only 4 hours of holiday pay is permitted on any half-day holiday. If the regular day exceeds 8 hours and the employee does not work it, vacation or comp time must be used for the difference.
7. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.
8. Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.
9. An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account ~~on or around the first full pay period~~ 15 in July of every year. This time shall not become vested until added to the account. If the accrual of these 8 hours would cause the employee to reach or exceed their accrual cap, the employee shall not lose any of these hours, however, the employee will not accrue any additional vacation until they are below the vacation limit.

ARTICLE 20 OVERTIME COMPENSATION

1. All employees shall receive FLSA overtime consistent with existing law.
2. For non-law enforcement personnel FLSA overtime shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate for authorized hours worked in excess of forty (40) hours per work week. The workweek is defined as seven (7) consecutive calendar days, Monday through Sunday (unless a 9/80 is approved).
3. For law enforcement personnel (i.e. welfare investigator and juvenile correctional officer classifications) FLSA overtime shall be computed at a rate

equal to one and one-half (1 and 1/2) times the employee's regular hourly rate for authorized hours worked in excess of 80 in a 14 day work period.

4. Only hours worked shall be counted as time worked for purposes of computing time and one-half overtime, except that hours paid for pre-approved vacation, comp-time, and holidays shall be counted as hours worked for purposes of computing overtime. Sick leave, and vacation in-lieu and comp-time in-lieu of sick leave shall not count as hours worked.
5. The County will pay an amount equal to time and one-half over and above the current hourly rate of pay for an employee required to work in excess of eight (8) hours per workday or an approved alternate longer regular work-shift. A workday is defined as a 24-hour period.
6. It is specifically understood that overtime does not apply to standby time.
7. All overtime worked shall be either paid on the payday following the pay period in which it was earned, or accumulated to be taken as compensatory time off. Compensatory time shall be accumulated at the same rate as overtime and may be taken off at a time designated by the employee with the approval of the Department Head or his/her designee.

ARTICLE 21 COMPENSATORY TIME OFF

Compensatory time is any time which may be taken off by an employee in lieu of cash payment for hours worked beyond the normal work period. Compensatory time is accrued at the same rate as overtime. All time to be taken as compensatory time is to be formally recorded. Employees with thirty hours or less accrued compensatory time may elect to use vacation or compensatory time. Employees with more than thirty accrued hours compensatory time shall use compensatory time before using vacation time.

ARTICLE 22 MILEAGE REIMBURSEMENT

Employees may be required to use personal vehicles for travel in performance of their duties. In this case, the mileage shall be reimbursed at the rate allowable under I.R.S. regulations as determined and administered by the Director of Finance.

ARTICLE 23 CALL BACK PAY

1. The County will compensate employees for a minimum of two (2) hours at the overtime rate when they are called back for active duty and have previously departed the work site. Call back will begin when the employee arrives at the

regular work site. However, employees who report to a place other than their regular work site will receive call back for any time beyond the employees' normal commute to and from his or her regular work site.

2. Minimum "call-back shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off-duty to handle work over the phone or by computer, the employee shall be compensated for one-half (1/2) hour straight time pay (equals 20 minutes at 1.5 overtime rate) or actual time spent on the call, computer or otherwise performing authorized overtime work which does not require the employee to physically travel to the worksite, whichever is greater.

ARTICLE 24 STANDBY

Employees shall receive two dollars (\$2.00) for each hour of formally assigned standby time. Standby time shall be defined as that time other than the normal duty shift during which an employee is required to remain available for call and ready for duty. Employees shall be assigned standby for no less than twelve (12) hours.

ARTICLE 25 FAMILY ILLNESS LEAVE

In compliance with Labor Code 233, an employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to:

- 1) A child, which for purposes of this article means a biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
- 2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- 3) A spouse;
- 4) A registered domestic partner;
- 5) A grandparent;
- 6) A grandchild; or
- 7) A sibling.

The categories of qualifying family members defined above are defined by law as of the signing of this agreement. The intent of this section is to reflect the requirements of current law and

this section is not intended to contradict, supplement, or diminish these legal requirements. Accordingly, any changes to such applicable laws shall supersede this MOU section.

All conditions and restrictions placed by the County upon the use by an employee of sick leave shall also apply to use by an employee of sick leave to attend to an illness of their family member as defined above. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave.

Employees shall indicate requests for family illness leave on an appropriate County form prior to approval. All time utilized as family illness leave shall be formally recorded.

ARTICLE 26 UNIFORM ALLOWANCE

For the term of this Agreement and subject to the conditions described in Article 26, the following classes shall receive a yearly uniform allowance in the amount indicated:

Animal Control Officer I/II/III	\$400
Emergency Dispatcher I/II	\$275
Emergency Dispatch Training Officer	\$275
Juvenile Corrections Officer I/II-/III	\$400 <u>\$450</u>
Jail Cook/Jail Cook Trainee	\$275
Sheriff Records Clerk I/II/III	\$275
Security Officer	\$400

1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Only the initial uniform allowance paid to employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
2. Eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period.

3. For employees hired on or after January 1, 2013 and designated as “new members” to CalPERS, any uniform allowance will not be subject to PERS pursuant to AB 340/SB197 (Pension Reform Act of 2013).

ARTICLE 27 DISABILITY INSURANCE (S.D.I.)

Since January 1, 1982, the County has contracted for State Disability Insurance for all employees of the General Employees' Bargaining Unit. Premiums for this insurance are employee paid and all employees must participate.

ARTICLE 28 HEALTH/DENTAL/OPTICAL PLAN

Employees who are enrolled in a pretax insurance plan will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying event.

- A) Effective ~~May 22, 2017~~July 1, 2021 (pay period ~~2017-12-14-2021~~) and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan shall be as follows:

Health/Dental/Vision Plan Level	County Monthly Contribution
Single	\$418.92 <u>\$450.78</u>
Two-Party	\$762.68 <u>\$820.66</u>
Family	\$1147.58 <u>\$1,234.80</u>

Dental/Vision Plan Only	County Monthly Contribution
Single	\$28.92 <u>\$31.14</u>
Two-Party	\$54.28 <u>\$58.42</u>
Family	\$85.38 <u>\$91.88</u>

- (1) This benefit tier is for employees who can demonstrate they are covered for health insurance through the military.

- B) Insurance premium increases shall be split 50/50 between the employer and employee through the term of this agreement. At the expiration of this contract, absent a successor agreement, the employee is responsible for paying 100 percent of any premium increases.
- C) The County and C.L.O.C.E.A. agree that meet and confer discussions regarding the structure of medical/dental/optical insurance coverage's shall take place each year through the Joint County/Employee Medical Insurance Committee. The Committee shall consist of one voting representative from each bargaining unit and unrepresented management (except for the General Unit which has three) and the County. If any changes are needed to the structure of the plan, a good faith effort will be made to make such recommendations to the Board of Supervisors by April 15 of that year. The County's contribution toward medical/dental/optical premiums are set in this Article above.

ARTICLE 29 EMPLOYEE ASSISTANCE PROGRAM

The County will contract for an employee assistance program (EAP) which will provide for assessment, diagnosis, short-term consultation and referral to the most appropriate community resources for employees and dependents. Employees may voluntarily utilize the program or, with just cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 28 shall advise the County on plan design and selection of providers.

ARTICLE 30 RETIREMENT

Miscellaneous Non-Safety

1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2% at 62 Miscellaneous Plan pursuant to AB 340/SB197 (Pension Reform Act 2013). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently 6.25% of salary. Such payment shall vest to the employee.
2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 2% at 55 Miscellaneous Plan. These employees pay the entire employee contribution of 7.0% of salary. Such payment shall vest to the employee.
 - a) The 2% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.
 - b) The Miscellaneous Plan has also been modified as follows. Bargaining unit employees shall have, at their option, the ability to: (1) apply to PERS for retirement service credit for their unused sick leave balance, OR (2) the option to implement the applicable provisions of Article 39 below (Retiree Health Insurance).

Safety

1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2.7% at 57 Safety Plan pursuant to AB 340/SB197 (Pension Reform Act of 2013). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently 10.75% of salary. Such payment shall vest to the employee.

2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 3% at 55 Safety Plan, which became effective 4/1/02. These employees pay the entire 9% of salary PERS employee contribution. Such payment shall vest to the employee.
 - a) The 3% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.

ARTICLE 31 BILINGUAL PAY

Bilingual employees assigned to public contact positions shall be entitled to Level I Conversational bilingual compensation in the amount of \$25.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time. Bilingual employees assigned to public contact positions may be entitled to Level II Advanced bilingual compensation in the amount of \$50.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time including the use of advanced bilingual skills at least 25 percent (25%) of their productive time, and the employee has passed the corresponding County selected bilingual proficiency examination.

Employees receiving Level II Advanced bilingual compensation shall not be entitled to receive Level I Conversational bilingual compensation. Employees that translate for more than one language are not eligible to receive additional bilingual compensation for the additional language(s). Bilingual pay requires approval by the Human Resources Director upon request of the Department Head. Where necessary, job audits may be conducted to determine whether the established percentage criteria are being met. For highly specialized or highly technical situations, or where the job knowledge is critical to ensuring that competent and accurate translation is available on an on call or as needed basis and upon request of the Department, the County Administrative Officer may waive the percentage requirements.

Bilingual pay shall be terminated if the Department determines that the percentage or level of bilingual services provided by the employee falls below the established criteria for compensation, or the employee fails to pass a proficiency examination, or the department determines that the employee fails to demonstrate satisfactory performance in providing bilingual services. Bilingual pay shall be terminated and a new request for bilingual compensation may be submitted if employee is demoted, promoted, transferred or reassigned. The decision of the Human Resources Director regarding the granting and termination of bilingual payment shall be final and shall not be subject to appeal or grievance procedures. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. When a part-time employee is assigned bilingual duties the bilingual pay shall be prorated.

ARTICLE 32 LAYOFF PRIVILEGES

Within the employee's current department, at his or her discretion, an employee affected by layoff may displace an employee in the class in which the affected employee previously held permanent status in that department within the previous five years. Employees may only displace other employees with less seniority. Seniority computation for displacement purposes is made on the same basis as for the original layoff.

ARTICLE 33 SALARY

~~The parties agree to implement the salary increases over the course of two years as shown in Appendix F. The salary range increases for "Year 1" will become effective September 11, 2017 (PP2017-20). The salary range increases for "Year 2" will become effective July 2, 2018 (PP2018-15). In the third year of the agreement, either party can reopen the agreement to bargain over wages and compensation. It is understood that the association will focus its discussions on salary inequities and a general wage increases.~~

Except for the classifications listed in the chart below, employees in classifications covered by this Agreement (see Appendix A) shall receive a 4.0 range (approximately 4%) salary increase effective September 6, 2021 (PP19-2021) or upon ratification, whichever is later. All employees listed in the chart below shall receive 7.0 range (approximately 7%) salary increase effective September 6, 2021 (PP-19-2021) or upon ratification, whichever is later. Additionally, all employees in classifications covered by this Agreement shall receive a lump sum of \$500 effective September 6, 2021 (PP19-2021) or upon ratification, whichever is later.

Except for the classifications listed in the chart below, employees in classifications covered by this Agreement, in the second year of the Agreement (FY 22-23) shall receive a 3.0 range (approximately 3%) salary increase effective July 11, 2022 (PP15-2022).

In the third year of this Agreement (FY 23-24), all employees in classifications by this Agreement (see Appendix A) shall receive a 1.0 range (approximately 1%) salary increase effective July 10, 2023 (PP15-2023). In the third year of the Agreement, either party can reopen the Agreement to bargain over wages and compensation.

In the fourth year of this Agreement (FY 24-25), all employees in classifications by this Agreement (see Appendix A) shall receive a 1.0 range (approximately 1%) salary increase effective July 6, 2024 (PP15-2024).

Below is the list of classifications that have received minimum wage increases January 1, 2021, and will not receive a base wage increase in the first and second year of this Agreement.

<u>Account Clerk I</u>

<u>Account Clerk II</u>
<u>Account Clerk III</u>
<u>Community Health Aide I</u>
<u>Community Health Aide II</u>
<u>Community Health Aide III</u>
<u>Department Specialist I</u>
<u>Department Specialist II</u>
<u>Department Specialist III</u>
<u>Library Assistant I</u>
<u>Library Assistant II</u>
<u>Library Assistant III</u>
<u>Medical Assistant I</u>
<u>Medical Assistant II</u>
<u>Office Assistant I</u>
<u>Office Assistant II</u>
<u>Office Assistant III</u>
<u>Peer Support Specialist</u>
<u>WIC Nutrition Assistant I</u>
<u>WIC Nutrition Assistant II</u>
<u>WIC Nutrition Assistant III</u>

ARTICLE 34 POST INCENTIVE PAY – WELFARE FRAUD INVESTIGATORS

Employees in the classifications of Welfare Fraud Investigator I/II/III who possess a valid, current POST Intermediate certification shall be entitled to receive compensation in the amount of \$100 per month (\$46.15 per pay period). Eligible employees must submit appropriate certification to the department head prior to payment authorization.

ARTICLE 35 TERM

Except where otherwise specifically stated herein, this agreement shall be effective the first full pay period following ratification and approval of the Board of Supervisors through ~~July 5, 2020~~ June 30, 2025.

ARTICLE 36 TRAINING NOTICE

Employees shall receive 48 working hours' advance notice of any mandatory training within the County scheduled to take place outside of the regularly scheduled work time and 5 working days' advance notice of any mandatory training outside the County scheduled to take place

outside of the regularly scheduled work time. If an employee receives less than the specified advance notice, the training shall no longer be mandatory. However, the employee may elect to attend and still receive compensation in the same manner as if attendance had been mandatory.

ARTICLE 37 TERM LIFE INSURANCE

The County provides at County expense, a \$10,000 death benefit group term life insurance policy covering each represented employee. The life insurance coverage will terminate upon the employee's date of separation from County employment, whether through voluntary resignation, layoff, termination or retirement.

ARTICLE 38 RETIREE HEALTH BENEFIT:

This Article does not apply for employees who elect the PERS service credit.

- a) Employees hired after January 1, 1999, who have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an "account" to be used toward Kings County health insurance premiums, at a rate not to exceed the family option per month until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever ~~is~~ occurs first. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. The retiree health benefit percentage shall be as follows:

Service Hours	Percent of compensation (based on hours) Retiree Health Benefit
20,801 - 31,200	25%
31,201 - 41,600	35%
41,601 and over	45%

To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's retirement from County service. Retiree health benefit payments may be used toward coverage for the employee's dependents only as long as the dependent(s) is eligible for coverage under the plan, has not reached Medicare eligibility and, in the case of children, only to the age permitted under

the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare eligibility and there is money remaining in the account, the employee's covered dependent(s) may continue to use the account toward Kings County health insurance premiums or Medicare supplemental insurance premiums, if eligible as stated above. Any unused balance in the account remains the property of the County.

- b) Employees hired prior to January 1, 1999, who separate in good standing shall be allowed a one time irrevocable election to decide whether to receive the retiree health benefit option (if eligible) or cash as follows:

Service Hours	Percent of Compensation (based on hrs) <u>Cash</u>	<u>OR</u>	Percent of Compensation (based on hrs) Retiree Health Benefit
10,401 - 41,600	25%		40%
41,601 and over	30%		50%

Taxes will be paid by the employee on full cash distribution, or the portion of the deposit into the account that could have been taken in cash. Additionally, the cash benefit is taxable in the year the cash is received. Any unused balance in the account remains the property of the County.

- 1) Retiree health benefit option:

To qualify for the retiree health benefit (non-cash) employees must have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of separation from Kings County employment. A percentage of the dollar value of accrued sick leave (at time of retirement) will be put into an "account" to be used toward Kings County health insurance premiums. The employee and any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's retirement in good standing from County service. Employees electing to utilize the retiree health benefit option must submit their election in writing to the County Department of Finance not later than 14 days after the effective date retirement. If the employee elects the retiree health benefit option, the County will pay up to the family option per month toward the employee's health insurance premium until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. Retiree health benefit payments may be used toward coverage for the employee's dependents only as long as the dependent(s) is eligible for coverage under the plan; has not reached Medicare eligibility and, in the case of children, only to the age permitted under the plan contract as dependent children. When an employee

and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. If the retiree dies prior to Medicare eligibility and there is money remaining in the account, the employee's dependent(s) may continue to use the account, if eligible as stated above. In the event of death of an eligible employee (while still employed in good standing), the qualifying eligible dependent(s) shall make a determination of either cash or the retiree health benefit option within 30 days of the death of the employee.

2) Cash benefit option:

Employees who fail to elect the retiree health benefit will be cashed out, if eligible. If the employee elects the cash option, the employee will receive the benefit if the employee separates in good standing as a result of resignation, layoff, retirement or death.

ARTICLE 39 DIRECT DEPOSIT OF PAYROLL CHECKS

Effective January 1, 2018, all employees shall be subject to mandatory participation in the direct deposit of their County payroll checks. Prior to the commencement of employment, any such employee shall complete a direct deposit sign-up/authorization form for the direct deposit of the payroll check.

ARTICLE 40 USE OF COUNTY MAIL AND EMAIL SYSTEMS

The Union shall have rights to utilize the County inter-office mail and email systems for the conduct of Association business as long as these communications contain no political endorsements for elected offices. Should this occur, the County reserves the right to revoke this provision.

ARTICLE 41 HUMAN SERVICES AGENCY CALL CENTER

The County anticipates that the HSA Call Center will be open and functioning by October 1, 2013. The Parties acknowledge that operation of the Call Center may have unforeseen impacts to employee's terms and conditions of employment which are not covered by the Parties' MOU. The County acknowledges its duty to meet regarding changes, or impacts, to terms and conditions of employment. The Union acknowledges that the County has specific rights delineated in Article 14 of the Parties' MOU and nothing within this article will abridge those rights.

ARTICLE 42 PUBLIC HEALTH DEPARTMENT PROFESSIONAL LICENSES

The County will pay for the professional license fees for unit members in the following classifications:

County Health Nurse I/II	\$140 every 2 years
Public Health Nurse I/II	\$140 every 2 years
Physical Therapist	\$200 every 2 years
Licensed Vocational Nurse I/II	\$155 every 2 years
Nurse Practitioner I/II	\$140 every 2 years
Physician's Assistant I/II	\$300 every 2 years
Environmental Health Officer I/II/III/IV	\$175 every 2 years
Registered Dietitian	\$50 annually
WIC Breastfeeding Coordinator	\$126 every 3 years
WIC Nutrition Assistant III	\$126 every 3 years

ARTICLE 43 INCORPORATION OF ALL PRIOR SIDE LETTERS (Appendix C)

The Parties mutually agree that all prior side letters are incorporated in to this MOU as listed on Appendix C.

ARTICLE 44 ORGANIZATIONAL SECURITY

No petition for the purposes of decertifying the existing formally recognized employee organization may be submitted during the term of this Agreement.

ARTICLE 45 SOCIAL SERVICES WORKERS – CPS

Upon request, and subject to Social Services Program Manager approval, Social Service – CPS workers who work more than 14 hours in a 24 hour period may utilize vacation or comp time in order to take time off the following day.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

C.L.O.C.E.A
REPRESENTATIVES

COUNTY OF KINGS AUTHORIZED
REPRESENTATIVES

Bill Shawhan, Administrator

Henie Ring, Human Resources Director

Mike Consenza

Carolyn Leist, Principal Personnel Analyst

Dave Eliason, President

Rosie Alvarez

Maria Hernandez

Leticia Navarro

Michelle Tovar

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APPENDIX A
COVERED CLASSIFICATIONS
GENERAL UNIT

Account Clerk I
Account Clerk II
Account Clerk III
Accountant I
Accountant II
Accounting Assistant
Acct Specialist-Treasury Ops
Accounting Technician
Ag & Standards Aide
Ag & Standard Inspector I
Ag & Standard Inspector II
Ag & Standard Inspector III
Ag Computer Systems Coordinator
Ag Research Assistant
Animal Control Officer I
Animal Control Officer II
Animal Control Officer III
Animal Services Outreach Coordinator
Animal Shelter Technician I
Animal Shelter Technician II
Appraisal Aide I
Appraisal Aide II
Appraisal Aide III
Appraiser I
Appraiser II
Appraiser III
Assessment Specialist I
Assessment Specialist II
Assessment Specialist III
Auditor-Appraiser I
Auditor-Appraiser II
Auditor-Appraiser III
Building & Planning Aide I
Building & Planning Aide II
Building Inspector I
Building Inspector II
Building Inspector III
Building Inspector IV
Cadastral GIS Tech I
Cadastral GIS Tech II
Cadastral GIS Tech III
Case Review Officer
CHI Case Manager
Child Health Counselor

Child Support Assistant
Child Support Assistant Trainee
Child Support Specialist I
Child Support Specialist II
Child Support Specialist III
Children's Med Services Worker
Clerk-Recorder Specialist I
Clerk-Recorder Specialist II
Clerk-Recorder Specialist III
Clinical Laboratory Technologist
Code Compliance Specialist I
Code Compliance Specialist II
Code Compliance Specialist III
Collections Assistant
Collector - Tax
Community Health Aide I
Community Health Aide II
Community Health Aide III
Community Outreach Specialist
Computer Forensics Spec I
Computer Forensics Spec II
Computer Support Tech I
Computer Support Tech II
County Health Nurse I
County Health Nurse II
County Surveyor
Crime Data Analyst
Database Administrator
Database Analyst I
Database Analyst III
Database Analyst III
Department Specialist I
Department Specialist II
Department Specialist III
Deputy Public Guardian
Deputy Sheriff Cadet
Dietitian
Elections Specialist I
Elections Specialist II
Elections Specialist III
Electronic Monitoring Tech
Eligibility Worker I
Eligibility Worker II
Eligibility Worker III
Emergency Dispatch Training Officer
Emergency Dispatcher I
Emergency Dispatcher II
Emergency Services Specialist
Employ & Training Technician I

Employ & Training Technician II
Employment & Training Worker I
Employment & Training Worker II
Employment & Training Worker III
Engineer I (Civil)
Engineer II (Civil)
Engineer III (Civil)
Engineering Technician I
Engineering Technician II
Environmental Health Officer I
Environmental Health Officer II
Environmental Health Officer III
Environmental Health Officer IV
Evidence Technician
Family Resource Assistant
Family Resource Coordinator
Finance Specialist
Fingerprint Technician I
Fingerprint Technician II
Fire Equipment Supply Specialist
Fire Equipment Supply Trainee
First 5 Resource Specialist
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fleet Service Attendant
GIS Specialist I
GIS Specialist II
Health Educator
Healthcare Business Applications Specialist
Investigative Assistant
Jail Cook
Jail Cook Trainee
Juvenile Center Support Clerk
Juvenile Corrections Officer I
Juvenile Corrections Officer II
Juvenile Corrections-Officer III
Kennelworker
Laboratory Assistant I
Laboratory Assistant II
Laboratory Assistant III
Law Librarian/Small Claims Advisor
Legal Clerk I
Legal Clerk II
Legal Clerk III
Legal Secretary
Librarian I
Librarian II
Librarian III

Library Aide
Library Assistant I
Library Assistant II
Library Assistant III
Library Technology Specialist I
Library Technology Specialist II
Licensed Clinical Social Worker
Licensed Mental Health Clinician
Licensed Vocational Nurse I
Licensed Vocational Nurse II
Medical Assistant I
Medical Assistant II
Medical Billing Clerk I
Medical Billing Clerk II
Microbiologist
Microbiologist Trainee
Network Analyst I
Network Analyst II
Network Analyst III
Nutrition Educator
Occupational Therapist
Office Assistant I
Office Assistant II
Office Assistant III
Office Systems Analyst I
Office Systems Analyst II
Office Systems Analyst III
Paralegal
Permit Technician I
Permit Technician II
Permit Technician III
Physical Therapist
Planner I
Planner II
Planner III
Prevention Coordinator
Print and Mail Operator I
Print and Mail Operator II
Probation Aide
Process Server
Programmer Analyst I
Programmer Analyst II
Programmer Analyst III
Public Guard/Vet Services Case Worker
Public Guardian Accounting Technician
Public Health Emergency Planner
Public Health Nurse I
Public Health Nurse II
Purchasing Assistant

Radio Communications-Programmer
Records & Micrographics Tech I
Records & Micrographics Tech II
Recovery Support Coordinator I
Recovery Support Coordinator II
Recovery Support Coordinator III
Registered Dietitian
Registered Veterinary Technician
Right of Way Agency
Security Officer
Senior Health Educator
Senior Network Analyst
Senior Office Systems Analyst
Senior Programmer Analyst
Senior Social Service Worker
Senior Veterans Service Representative
Sheriff Records Clerk I
Sheriff Records Clerk II
Sheriff Records Clerk III
Sheriff's Investigative Asst.
Social Service Worker I
Social Service Worker II
Social Service Worker III
Social Service Worker I-CPS
Social Service Worker II-CPS
Social Service Worker III-CPS
Social Svc Practitioner-CPS
Social Services Assistant I
Social Services Assistant II
Staff Nurse
Support Services Specialist
System Support Specialist
Unlicensed Mental Health Clinician
Veterans' Service Representative I
Veterans' Service Representative II
Victim Witness Advocate I
Victim Witness Advocate II
Welfare Fraud Investigator I
Welfare Fraud Investigator II
Welfare Fraud Investigator III
Welfare Fraud Investigator Trainee
WIC Breastfeeding Coordinator
WIC Nutrition Assistant I
WIC Nutrition Assistant II
WIC Nutrition Assistant III
X-Ray Technician I
X-Ray Technician II
X-Ray Technician Trainee

GENERAL UNIT MOU
APPENDIX B
KINGS COUNTY GRIEVANCE PROCEDURE

Grievance Procedure

This section deals with the County's grievance procedures and methods are hereby established to assure systematic consideration of an individual employee's grievance in the interest of obtaining a fair and equitable solution.

Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County of Kings to provide efficient and continuous services to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions.

Explanation of Rules

1. Except where a remedy is otherwise provided for by State Law, the County Ordinance Code or these rules, any employee shall have the right to present a grievance arising from his/her employment in accordance with the provisions of this procedure.
2. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee shall have the assurance that filing of a grievance will not result in reprisal of any nature.
3. The aggrieved employee shall have the right to be represented or accompanied by a person of his/her choice if the complaint is not resolved at the informal level as provided for in step one of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor, as provided in step two of the grievance procedure.
4. The processing of a grievance shall be considered as County business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive, nor shall this privilege be abused.
5. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasions the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

6. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits.
7. Any person responsible for conducting any conference, meeting, or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
8. When two or more employees of the same department experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate supervisor, superior or department head who has the prime responsibility for all of the aggrieved employees. In any event the County retains the right to consider separate grievances together if they concern the same or similar problems.
9. The parties may mutually agree to waive any step of the grievance procedure.

Definitions

These definitions are related to the grievance procedure only and shall be superseded in all other cases by the Definitions Section of these rules.

1. Employee - An individual occupying a position allocated by the Board of Supervisors as part of the regular staffing of the department.
2. Immediate Supervisor - The individual who assigns, reviews or directs the work of an employee.
3. Superior - The individual to whom an immediate supervisor reports.
4. Representative - The person selected by the employee, to appear along with him/her in the presentation of his/her grievance.
5. Department Head - The administrative head of the department involved.
6. Grievance - A complaint of an employee relating to any phase of his/her employment or working conditions except matters that are within the exclusive field of management functions. This shall include, but not be limited to, a disagreement involving the work situation in which an individual employee believes that an injustice has been done because of:
 - a) A deviation from a policy; or,
 - b) The misinterpretation of a policy; or,
 - c) The misinterpretation or misapplication of a Statute, Ordinance or resolution of the Board of Supervisors relating to the employment of the individual.

Procedural Steps

1. Step 1 - When an employee becomes aware that dissatisfaction exists with his/her work or work situation, he/she should discuss the matter informally with the immediate

supervisor. Initial discussion should be sought by the employee not later than five working days after the alleged grievance occurred or after the employee should reasonably have been aware of the incident causing the grievance. The following provisions relating to formal grievance procedure do not restrict the employee and supervisor from seeking advice and counsel from superiors and department heads when:

- a) Mutually consented to by employee and supervisor.
 - b) It appears that settlement can be reached at this informal level.
2. Step 2 - If, within five working days, a mutually acceptable solution has not been reached at the informal level, the employee shall submit the grievance in writing to the immediate supervisor's superior. At this point, the grievance hearing process becomes formal and the employee may choose to be accompanied by a representative of his/her choice. After formal hearing, the supervisor's superior will render a written decision within five working days.
3. Step 3 - If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance be presented to the department head for review. This request must be made within five working days of the receipt of the written decision. The department head will hear the grievance and give a written decision within five working days of the receipt of the formal grievance papers.
4. Step 4 - If the employee is dissatisfied with the decision of the department head, he/she may, within five working days of the receipt of that decision, request that the grievance be presented to the Appeals Board for review. A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

Grievances Confidential

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

GENERAL UNIT MOU
APPENDIX C
INCORPORATION OF ALL PRIOR SIDE LETTER

Dated	Union signed	County signed	Subject
8/1/1989	8/1/1989	8/1/1989	Administrative Personnel Practices
3/22/1991	3/25/1991	3/25/1991	Governing Requirement to Fingerprint Janitorial Staff
3/10/1994	3/14/1994	3/10/1994	Appraiser & Auditor-Appraisers 4/10 schedule
2/2/1999	2/8/1999	2/2/1999	Mileage Reimbursement
8/28/2001	8/29/2001	8/28/2001	9/80 Work Schedule - Health Department
1/11/2002	1/14/2002	1/11/2002	Flex Schedule for MSW education purposes
1/15/2002	1/18/2002	1/15/2002	9/80 Work Schedule - JTO (Job Training Office)
3/20/2002	3/29/2002	3/20/2002	Flex Schedule for Library Services Coordinator
5/13/2002	5/15/2002	5/13/2002	Retiree Health Program Expansion
10/23/2002	10/30/2002	10/23/2002	Alternate Schedules in Sheriff Records and Dispatch
9/15/2003	9/18/2003	9/15/2003	Dress Code (Information Technology Department)
6/8/2004	6/17/2004	6/8/2004	Dress Code (Probation Department)
12/14/2004	12/14/2004		Written Reprimand not appealable
3/16/2005	3/18/2005	3/16/2005	Sick Leave Conversion Language
11/2/2005	11/4/2005	11/2/2005	Weekend Crew Assignments- PW, Roads Division
11/10/2005	11/14/2005	11/10/2005	Holiday Work Schedule for 2005 Only- PW, Roads Division
7/26/2006	7/27/2006	7/26/2006	Work Schedules in Parks Division of Public Works
8/11/2006	8/18/2006	8/11/2008	Work Schedule in Sheriff Dispatch
10/23/2006	10/24/2006	10/23/2006	12 Hour Shift Schedule in Sheriff's Dispatch
10/30/2006	11/2/2006	10/30/2006	Probationary Period Change for Sheriff Records Clerk Class
11/3/2006	11/3/2006	11/3/2006	Social Service Worker II/III, Prac I Minimum Qualifications
3/27/2007	3/28/2007	3/27/2007	9/80 Pilot Work Schedule Program for Social Serv. Division
3/27/2007	3/28/2007	3/27/2007	Revision to Side Letter 11/3/2006, Social Serv. Wker Min Quals
5/22/2007	5/31/2007	5/22/2007	Work Schedules in Parks Division of Public Works
7/11/2007	7/11/2007	7/17/2007	Annual Leave Sign-Up Procedure, Sheriff's Office- 911 Dispatch
8/2/2007	8/2/2007	8/2/2007	Maintenance of Membership (Article 4)
10/15/2007	10/17/2007	10/15/2007	Flex Schedule in First 5 Commission Office
11/19/2007	11/23/2007	11/19/2007	Correction to 9/80 Revision Side Letter - Health Department
11/16/2007	11/16/2007	11/16/2007	Revision to Side Letter - 9/80 Work Schedule, Health Dept.
2/22/2008	2/23/2008	2/22/2008	Work Schedule for Deputy Sheriff Cadet
4/8/2008	4/10/2008	4/8/2008	Holidays (Article 19)
5/5/2008	5/7/2008	5/5/2007	Eight (8) Hour Workday Flex Schedule for Child Support
7/17/2008	7/18/2008	7/17/2008	Parks Division - Change Rest Period Schedule
8/11/2008	8/14/2008	8/11/2008	Proposed Change 9/80 Schedule Agreement - Human Serv.
12/11/2008	12/11/2008	12/11/2008	Dress Code, Ag Commissioner's Office
8/28/2009	8/28/2009	8/28/2009	Reduce EAP benefit from 6 to 3 visits

2/23/2010	2/24/2010	2/23/2010	4/10 Work Schedule Agreement; Process Server- DA's Office
7/6/2010	7/6/2010	7/6/2010	Uniform Allowance for Fire Department positions
8/5/2010	8/5/2010	8/5/2010	Uniform Allowance for Senior Emergency Dispatcher
8/16/2010	8/16/2010	8/16/2010	Discontinuation of Human Services Van Transport to Corcoran
9/17/2010	9/21/2010	9/17/2010	Alternate Schedules in Sheriff Records
10/28/2011	10/28/2011	10/28/2011	4/10 Work Schedule for Building Maintenance Workers in PW
12/5/2011	12/5/2011	12/5/2011	Shift Change for Juvenile Center Support Clerks
12/15/2011	12/15/2011	12/15/2011	Shift Bidding Process Juvenile Center Facilities in Probation

APPENDIX D
SIDE LETTER BETWEEN THE COUNTY OF KINGS (COUNTY) AND
GENERAL MEMBERSHIP OF CLOCEA
April 2015

The County and CLOCEA agree that a 1/10th of an hour rounding rule shall be applied to timekeeping processes for all hourly employees. Therefore the County and CLOCEA agree to abide by the rounding chart provided as follows in creating and applying work rules relative to rounding in the PeopleSoft Time and Labor module:

Chart to convert Minutes to Tenths of an Hour

Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported
1 min.	0.0	21 min.	0.4	41 min.	0.7
2 min.	0.0	22 min.	0.4	42 min.	0.7
3 min.	0.1	23 min.	0.4	43 min.	0.7
4 min.	0.1	24 min.	0.4	44 min.	0.7
5 min.	0.1	25 min.	0.4	45 min.	0.8
6 min.	0.1	26 min.	0.4	46 min.	0.8
7 min.	0.1	27 min.	0.5	47 min.	0.8
8 min.	0.1	28 min.	0.5	48 min.	0.8
9 min.	0.2	29 min.	0.5	49 min.	0.8
10 min.	0.2	30 min.	0.5	50 min.	0.8
11 min.	0.2	31 min.	0.5	51 min.	0.9
12 min.	0.2	32 min.	0.5	52 min.	0.9
13 min.	0.2	33 min.	0.6	53 min.	0.9
14 min.	0.2	34 min.	0.6	54 min.	0.9
15 min.	0.3	35 min.	0.6	55 min.	0.9
16 min.	0.3	36 min.	0.6	56 min.	0.9
17 min.	0.3	37 min.	0.6	57 min.	1.0
18 min.	0.3	38 min.	0.6	58 min.	1.0
19 min.	0.3	39 min.	0.7	59 min.	1.0
20 min.	0.3	40 min.	0.7	60 min.	1.0

GENERAL UNIT MOU
APPENDIX E



COUNTY OF KINGS

DEPARTMENT OF HUMAN RESOURCES

County Government Center
1400 West Lacey Boulevard
Hanford, CA 93230
Phone (559) 852-2510
Fax (559) 585-1036

Leslie McCormick Wilson, Director

EQUAL OPPORTUNITY EMPLOYER

November 28, 2016

Bill Shawhan
C.L.O.C.E.A.
113 N. Irwin Street
Hanford, California 93230

Re: Side Letter Between County of Kings (County) and C.L.O.C.E.A. – General Unit

This is to confirm that C.L.O.C.E.A. – General Unit and the County of Kings hereby agree that ten names will constitute a basic certification for open recruitment employment lists. This type of recruitment is normally conducted to fill vacancies which are either entry level in nature or not a normal progression in a series.

C.L.O.C.E.A. – General Unit and the County have mutually agreed to the following changes to the Kings County Personnel Rules, Chapter 4, "Selection Process", Section 4052 – 4053.3 regarding the changes to eligible list resulting from Open Recruitments as follows:

4052 Number of Eligibles to be Certified to Permanent Positions

4052.1 To a One-Position Vacancy

Five names constitute a basic certification (ten names when there was an Open Recruitment).

An exception to the certification of five eligibles (ten eligibles for Open Recruitments) exists when there is a departmental layoff list, in which case only the eligible highest ranking on the layoff list will be certified.

4052.2 To Multiple Vacancies

Four names in addition to the number of vacancies constitutes a basic certification (nine names in addition to the number of vacancies when there was an Open Recruitment).

4052.3 Incomplete Certification

If there are less than five eligible available (less than ten eligible for Open Recruitments) on an employment list, the Personnel Department will make a certification in response to the department's request. The department may, at its discretion, make an appointment from those certified or request additional eligibles to provide complete certification.

4052.4 Resolving Ties

When the score for the last certifiable name on an eligible list is the same score as one or more eligibles following, all names having that same score shall be certified.

If this revision meets with the Union's approval, please sign, date and return this document to me no later than December 9, 2016. A fully executed copy will be returned to you for your records.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.

GENERAL UNIT:

COUNTY:

Original signatures kept on file

**GENERAL UNIT MOU
APPENDIX F
SALARY SCHEDULE**

<u>Code</u>	<u>Class Title</u>	<u>Yr. 1 Effective 9/11/2017 Range Increase</u>	<u>Yr. 2 Effective 7/2/2018 Range Increase</u>	<u>Salary % Change</u>
C06	Account Clerk I	5.5	5.0	10.98%
C05	Account Clerk II	6.5	6.0	13.26%
C04	Account Clerk III	6.5	6.0	13.28%
B13	Accountant I	2.0	2.0	4.05%
B02	Accountant II	2.0	2.0	4.10%
C85	Accounting Assistant	2.0	2.0	4.05%
E57	Accounting Specialist—Treasury Ops	2.0	2.0	4.05%
E03	Accounting Technician	2.0	2.0	4.07%
N02	Ag & Standards Aide	2.0	2.0	4.10%
N04	Ag & Standards Inspector I	2.0	2.0	4.05%
N03	Ag & Standards Inspector II	2.0	2.0	4.08%
N05	Ag & Standards Inspector III	2.0	2.0	4.07%
N33	Ag Computer Systems Coordinator	2.0	2.0	4.06%
N16	Ag Research Assistant	2.0	2.0	4.06%
N14	Animal Control Officer I	3.0	3.0	6.15%
N13	Animal Control Officer II	3.0	3.0	6.15%
N20	Animal Control Officer III	3.0	3.0	6.18%
N31	Animal Services Outreach Coordinator	3.0	2.5	5.65%
N37	Animal Shelter Technician I	3.0	3.0	6.16%
N36	Animal Shelter Technician II	3.0	3.0	6.15%
C44	Appraisal Aide I	2.0	2.0	4.06%
C45	Appraisal Aide II	2.0	2.0	4.07%
C47	Appraisal Aide III	2.0	2.0	4.05%
B19	Appraiser I	2.0	2.0	4.06%
B18	Appraiser II	2.0	2.0	4.06%
B31	Appraiser III	2.0	2.0	4.07%
E71	Assessment Specialist I	2.0	2.0	4.07%
E72	Assessment Specialist II	2.0	2.0	4.10%
E73	Assessment Specialist III	2.0	2.0	4.08%
B17	Auditor Appraiser I	2.0	2.0	4.05%
B16	Auditor Appraiser II	2.0	2.0	4.07%
B34	Auditor Appraiser III	2.0	2.0	4.08%
E05	Building & Planning Aide I	2.5	2.0	4.58%

**GENERAL UNIT MOU
APPENDIX F (CONT'D)
SALARY SCHEDULE**

<u>Code</u>	<u>Class Title</u>	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Salary %</u>
		<u>Effective 9/11/2017 Range Increase</u>	<u>Effective 7/2/2018 Range Increase</u>	
E06	Building & Planning Aide II	2.5	2.0	4.60%
N07	Building Inspector I	3.0	2.5	5.64%
N17	Building Inspector II	4.5	4.0	8.84%
N08	Building Inspector III	4.5	4.0	8.87%
N09	Building Inspector IV	4.5	4.0	8.83%
E22	Cadastral G.I.S. Technician I	2.0	2.0	4.07%
E28	Cadastral G.I.S. Technician II	2.0	2.0	4.07%
E29	Cadastral G.I.S. Technician III	2.0	2.0	4.04%
P94	Case Review Officer	2.0	2.0	4.06%
H47	CHI Case Manager	4.5	4.0	8.87%
I07	Child Health Counselor	2.0	2.0	4.08%
P47	Child Support Assistant	4.5	4.0	8.90%
P46	Child Support Assistant Trainee	4.5	4.0	8.86%
P45	Child Support Specialist I	4.5	4.0	8.81%
P27	Child Support Specialist II	4.5	4.0	8.81%
P26	Child Support Specialist III	4.5	4.0	8.83%
C48	Children's Medical Services Worker	2.0	2.0	4.08%
C72	Clerk-Recorder Specialist I	10.0	9.5	21.45%
C71	Clerk-Recorder Specialist II	10.0	9.5	21.47%
C70	Clerk-Recorder Specialist III	10.0	9.5	21.36%
H25	Clinical Laboratory Technologist	2.5	2.0	4.58%
E45	Code Compliance Specialist I	4.5	4.0	8.84%
E44	Code Compliance Specialist II	4.5	4.0	8.84%
E41	Code Compliance Specialist III	4.5	4.0	8.87%
C65	Collections Assistant	2.0	2.0	4.05%
C61	Collector-Tax	2.0	2.0	4.07%
I01	Community Health Aide I	8.0	8.0	17.32%
I02	Community Health Aide II	8.5	8.5	18.45%
I04	Community Health Aide III	8.5	8.5	18.49%
E67	Community Outreach Specialist	13.5	13.0	30.19%
B80	Computer Forensics Specialist I	2.0	2.0	4.06%
B79	Computer Forensics Specialist II	2.0	2.0	4.08%
B60	Computer Support Technician I	2.0	2.0	4.05%

**GENERAL UNIT MOU
APPENDIX F (CONT'D)
SALARY SCHEDULE**

<u>Code</u>	<u>Class Title</u>	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Salary %</u>
		<u>Effective</u> <u>9/11/2017</u> <u>Range</u> <u>Increase</u>	<u>Effective</u> <u>7/2/2018</u> <u>Range</u> <u>Increase</u>	
B59	Computer Support Technician II	2.0	2.0	4.08%
H06	County Health Nurse I	2.0	2.0	4.07%
H05	County Health Nurse II	2.0	2.0	4.06%
E13	County Surveyor	6.0	6.0	12.72%
B94	Crime Data Analyst	2.0	2.0	4.07%
B88	Database Administrator	6.0	5.5	12.15%
B93	Database Analyst I	7.0	6.5	14.40%
B92	Database Analyst II	7.0	6.5	14.39%
B91	Database Analyst III	7.0	6.5	14.41%
C83	Department Specialist I	2.5	2.0	4.59%
C82	Department Specialist II	2.5	2.0	4.65%
C81	Department Specialist III	2.5	2.0	4.53%
P40	Deputy Public Guardian	2.0	2.0	4.06%
M26	Deputy Sheriff Cadet	2.0	2.0	4.06%
H28	Dietitian	2.0	2.0	4.05%
C26	Elections Specialist I	11.5	11.5	25.69%
C25	Elections Specialist II	11.5	11.5	25.73%
C24	Elections Specialist III	11.5	11.5	25.70%
E51	Electronic Monitoring Technician	2.0	2.0	4.09%
P16	Eligibility Worker I	5.0	5.0	10.47%
P17	Eligibility Worker II	5.0	5.0	10.44%
P32	Eligibility Worker III	5.0	5.0	10.48%
E14	Emergency Dispatch Training Officer	2.0	2.0	4.07%
E38	Emergency Dispatcher I	2.0	2.0	4.08%
E37	Emergency Dispatcher II	2.0	2.0	4.05%
C99	Emergency Services Specialist	3.0	3.0	6.19%
P65	Employment & Training Technician I	2.0	2.0	4.05%
P22	Employment & Training Technician II	2.0	2.0	4.06%
P07	Employment & Training Worker I	2.0	2.0	4.05%
P08	Employment & Training Worker II	2.0	2.0	4.06%
P09	Employment & Training Worker III	2.0	2.0	4.06%
E08	Engineer I (Civil)	7.0	6.5	14.40%
E09	Engineer II (Civil)	7.0	6.5	14.39%

**GENERAL UNIT MOU
APPENDIX F (CONT'D)
SALARY SCHEDULE**

<u>Code</u>	<u>Class Title</u>	<u>Yr. 1 Effective 9/11/2017 Range Increase</u>	<u>Yr. 2 Effective 7/2/2018 Range Increase</u>	<u>Salary % Change</u>
E10	Engineer III (Civil)	7.0	6.5	14.41%
E17	Engineering Technician I	3.0	2.5	5.64%
E18	Engineering Technician II	2.0	2.0	4.06%
N12	Environmental Health Officer I	2.0	2.0	4.06%
N11	Environmental Health Officer II	2.0	2.0	4.06%
N19	Environmental Health Officer III	2.0	2.0	4.07%
N10	Environmental Health Officer IV	2.0	2.0	4.06%
M24	Evidence Technician	4.0	4.0	8.28%
P56	Family Resource Assistant	2.0	2.0	4.09%
P57	Family Resource Coordinator	2.0	2.0	4.03%
E62	Finance Specialist	2.0	2.0	4.05%
M48	Fingerprint Technician I	4.0	4.0	8.26%
M47	Fingerprint Technician II	4.0	4.0	8.28%
K25	Fire Equipment Supply Specialist	2.0	2.0	4.08%
K26	Fire Equipment Supply Trainee	2.0	2.0	4.06%
E47	First 5 Resource Specialist	2.0	2.0	4.09%
E31	Fiscal Specialist I	2.0	2.0	4.06%
E27	Fiscal Specialist II	2.0	2.0	4.05%
E26	Fiscal Specialist III	2.0	2.0	4.05%
S05	Fleet Service Attendant	3.0	2.5	5.63%
E64	G.I.S. Specialist I	2.0	2.0	4.07%
E63	G.I.S. Specialist II	2.0	2.0	4.04%
H15	Health Educator	2.0	2.0	4.05%
B90	Healthcare Business Applications Specialist	8.0	8.0	17.30%
C53	Investigative Assistant	4.0	4.0	8.28%
K21	Jail Cook	3.5	3.0	6.71%
K20	Jail Cook Trainee	3.5	3.0	6.66%
C86	Juvenile Center Support Clerk	4.0	4.0	8.32%
P35	Juvenile Corrections Officer I	2.0	2.0	4.09%
P36	Juvenile Corrections Officer II	2.0	2.0	4.06%
P39	Juvenile Corrections Officer III	2.0	2.0	4.05%
N00	Kennelworker	3.0	3.0	6.16%
I03	Laboratory Assistant I	7.5	7.5	16.16%

**GENERAL UNIT MOU
APPENDIX F (CONT'D)
SALARY SCHEDULE**

<u>Code</u>	<u>Class Title</u>	<u>Yr. 1 Effective 9/11/2017 Range Increase</u>	<u>Yr. 2 Effective 7/2/2018 Range Increase</u>	<u>Salary % Change</u>
I10	Laboratory Assistant II	7.5	7.5	16.09%
I11	Laboratory Assistant III	7.5	7.5	16.11%
B48	Law Librarian/Small Claims Advisor	3.0	3.0	6.15%
C57	Legal Clerk I	2.5	2.5	5.08%
C58	Legal Clerk II	2.5	2.5	5.10%
C59	Legal Clerk III	2.5	2.5	5.12%
C50	Legal Secretary	2.5	2.5	5.09%
B21	Librarian I	2.0	2.0	4.04%
B20	Librarian II	2.0	2.0	4.06%
B24	Librarian III	2.0	2.0	4.07%
B39	Library Aide	5.5	5.0	11.01%
B36	Library Assistant I	5.0	4.5	9.84%
B37	Library Assistant II	5.5	5.0	11.06%
B38	Library Assistant III	5.5	5.0	10.99%
B65	Library Technology Specialist I	2.0	2.0	4.05%
B61	Library Technology Specialist II	2.0	2.0	4.08%
P79	Licensed Clinical Social Worker	2.0	2.0	4.07%
P93	Licensed Mental Health Clinician	2.0	2.0	4.07%
H49	Licensed Vocational Nurse I	2.0	2.0	4.05%
H48	Licensed Vocational Nurse II	2.0	2.0	4.06%
H36	Medical Assistant I	5.0	4.5	9.94%
H31	Medical Assistant II	5.0	4.5	10.00%
C98	Medical Billing Clerk I	4.5	4.0	8.85%
C97	Medical Billing Clerk II	4.5	4.0	8.87%
H22	Microbiologist	2.0	2.0	4.07%
H19	Microbiologist Trainee	2.0	2.0	4.07%
B53	Network Analyst I	7.0	6.5	14.40%
B54	Network Analyst II	7.0	6.5	14.39%
B52	Network Analyst III	7.0	6.5	14.41%
H42	Nutrition Educator	2.0	2.0	4.06%
H38	Occupational Therapist	2.0	2.0	4.06%
C10	Office Assistant I	4.0	4.0	8.31%
C09	Office Assistant II	4.0	4.0	8.34%

**GENERAL UNIT MOU
APPENDIX F (CONT'D)
SALARY SCHEDULE**

<u>Code</u>	<u>Class Title</u>	<u>Yr. 1 Effective 9/11/2017 Range Increase</u>	<u>Yr. 2 Effective 7/2/2018 Range Increase</u>	<u>Salary % Change</u>
C08	Office Assistant III	4.0	4.0	8.25%
B27	Office Systems Analyst I	7.0	6.5	14.40%
B28	Office Systems Analyst II	7.0	6.5	14.39%
B23	Office Systems Analyst III	7.0	6.5	14.41%
C64	Paralegal	2.0	2.0	4.06%
E39	Permit Technician I	3.0	2.5	5.63%
E40	Permit Technician II	3.0	2.5	5.59%
E46	Permit Technician III	3.0	2.5	5.64%
H40	Physical Therapist	2.0	2.0	4.06%
E04	Planner I	4.5	4.0	9.95%
E16	Planner II	4.5	4.0	8.85%
E21	Planner III	4.5	4.0	8.85%
B55	Prevention Coordinator	2.0	2.0	4.05%
C30	Print and Mail Operator I	2.5	2.0	4.59%
C31	Print and Mail Operator II	2.5	2.0	4.60%
P31	Probation Aide	2.0	2.0	4.07%
P30	Process Server	3.5	3.5	7.17%
B06	Programmer Analyst I	7.0	6.5	14.40%
B05	Programmer Analyst II	7.0	6.5	14.39%
B11	Programmer Analyst III	7.0	6.5	14.41%
E32	Public Guardian Accounting Technician	2.0	2.0	4.07%
C87	Public Guardian/Vet Svcs Case Wkr	4.5	4.0	8.77%
P90	Public Health Emergency Planner	2.0	2.0	4.08%
H02	Public Health Nurse I	2.0	2.0	4.05%
H01	Public Health Nurse II	2.0	2.0	4.06%
E55	Purchasing Assistant	2.0	2.0	4.05%
B95	Radio Communications Programmer	7.5	7.0	15.56%
C74	Records & Micrographics Tech I	4.5	4.0	8.76%
C73	Records & Micrographics Tech II	4.5	4.0	8.82%
P88	Recovery Support Coordinator I	2.0	2.0	4.06%
P87	Recovery Support Coordinator II	2.0	2.0	4.06%
P86	Recovery Support Coordinator III	2.0	2.0	4.06%
H27	Registered Dietitian	2.0	2.0	4.06%

**GENERAL UNIT MOU
APPENDIX F (CONT'D)
SALARY SCHEDULE**

<u>Code</u>	<u>Class Title</u>	<u>Yr. 1 Effective 9/11/2017 Range Increase</u>	<u>Yr. 2 Effective 7/2/2018 Range Increase</u>	<u>Salary % Change</u>
N32	Registered Veterinary Technician	3.0	2.5	5.65%
E52	Right of Way Agent	7.0	7.0	14.99%
M30	Security Officer	3.0	2.5	5.64%
H16	Senior Health Educator	2.0	2.0	4.05%
B51	Senior Network Analyst	7.0	6.5	14.40%
B14	Senior Office Systems Analyst	7.0	6.5	14.40%
B04	Senior Programmer Analyst	7.0	7.5	15.55%
P52	Senior Social Service Worker	2.0	2.0	4.05%
P23	Senior Veterans Service Rep	4.5	4.0	8.84%
C13	Sheriff Records Clerk I	2.0	2.0	4.06%
C14	Sheriff Records Clerk II	2.0	2.0	4.05%
C16	Sheriff Records Clerk III	2.0	2.0	4.06%
M45	Sheriff's Investigative Assistant	4.0	4.0	8.28%
P81	Social Service Practitioner - CPS	2.0	2.0	4.07%
P14	Social Service Worker I	2.0	2.0	4.06%
P84	Social Service Worker I - CPS	2.0	2.0	4.06%
P13	Social Service Worker II	2.0	2.0	4.06%
P83	Social Service Worker II - CPS	2.0	2.0	4.06%
P12	Social Service Worker III	2.0	2.0	4.06%
P82	Social Service Worker III - CPS	2.0	2.0	4.09%
P76	Social Services Assistant I	2.5	2.0	4.58%
P75	Social Services Assistant II	2.5	2.0	4.60%
H55	Staff Nurse	2.0	2.0	4.07%
C07	Support Services Specialist	2.0	2.0	4.05%
B68	System Support Specialist	2.0	2.0	4.05%
P92	Unlicensed Mental Health Clinician	2.0	2.0	4.07%
P24	Veterans' Service Representative I	4.5	4.0	8.85%
P25	Veterans' Service Representative II	4.5	4.0	8.83%
P21	Victim/Witness Advocate I	2.0	2.0	4.05%
P19	Victim/Witness Advocate II	2.0	2.0	4.02%
P38	Welfare Fraud Investigator I	3.5	3.5	7.19%
P37	Welfare Fraud Investigator II	3.5	3.5	7.21%
P33	Welfare Fraud Investigator III	3.5	3.5	7.23%

**GENERAL UNIT MOU
APPENDIX F (CONT'D)
SALARY SCHEDULE**

<u>Code</u>	<u>Class Title</u>	Yr. 1	Yr. 2	Salary %
		Effective 9/11/2017 Range Increase	Effective 7/2/2018 Range Increase	
H52	WIC Breastfeeding Coordinator	2.0	2.0	4.06%
H122	WIC Nutrition Assistant I	6.0	5.5	12.11%
H121	WIC Nutrition Assistant II	6.0	5.5	12.14%
H120	WIC Nutrition Assistant III	6.0	5.5	12.15%
H05	X-Ray Technician I	2.0	2.0	4.07%
H06	X-Ray Technician II	2.0	2.0	4.07%
H09	X-Ray Technician Trainee	2.0	2.0	4.03%

LETTER OF AGREEMENT
BETWEEN
THE COUNTY OF KINGS
AND

CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS
C.L.O.C.E.A

For staff located in Corcoran and Hanford, the impact will be the same. The current practice of having officers of the day that have preset schedules to ensure coverage will continue across all divisions even with the change of hours.

Please note that the lobby and schedule hours in Avenal are still under review.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.

COUNTY:

Original signatures kept on file

Leslie McCormick Wilson
Human Resources Director



COUNTY OF KINGS

DEPARTMENT OF HUMAN RESOURCES

County Government Center
1400 West Lacey Boulevard
Hanford, CA 93230
Phone (559) 582-3211 x 2510
Fax (559) 585-1036
Job Hotline (559) 583-7631

December 7, 2017

Bill Shawhan,
C.L.O.C.E.A.
113 N. Irwin Street
Hanford, California 93230

Re: General Unit Side Letter of Agreement
Shift Rotation Process for Probation Department Juvenile Facilities - Juvenile
Corrections Officer III (JCO III)

Dear Bill:

This is to confirm that the Union and the County of Kings have met and conferred on the shift rotation process for Juvenile Corrections Officer III employees in the Probation Department Juvenile facilities. Bill Shawhan and Marquis Blevins with CLOCEA and Deputy Probation Chief Leonard Bakker met to review a draft proposal and agreed to the conceptual terms on November 28, 2017.

Based on that discussion, attached is the proposed version of the shift rotation procedure. If the attached procedure represents your understanding of our agreement, please sign below and return an original for our files. If you have any questions, please feel free to contact me at 852-2512. Thank you for your attention to this matter.

Sincerely,

Original signatures kept on file

Leslie McCormick Wilson
Human Resources Director

Understood and agreed to:

Original signatures kept on file

Bill Shawhan, C.L.O.C.E.A.

Original signatures kept on file

Date

SHIFT ROTATION PROCEDURE
PROBATION DEPARTMENT JUVENILE FACILITIES
Juvenile Corrections Officer III (JCO III)

Shift rotation in the Probation Department Juvenile Facilities for JCO III employees will be accomplished as follows:

- 1) Shifts will be for a duration of six months and will be effective in the first full pay period of January and July each year. Employees affected are already aware of and expect the intended change to take effect on January 1, 2018. Therefore, the first shift change for 2018 will be effective pay period 2 (January 1, 2018).
- 2) To initiate the JCO III shift rotation, the Department will post and/or distribute the current Department seniority by service hours. Employees will be given a specific time slot to make their shift selection by rank in seniority order. An employee may provide their preferences in writing in advance in lieu of being called at their option, and the department will make every effort to accommodate those selections if the employee can not be reached. However, if the employee fails to respond at their designated time, the department will consider their request at the time received. If no request is received prior to completion of the bidding process, the department will assign the shift.
- 3) Employees on either initial or promotional probation will not be permitted to participate in the bidding process. The department will assign the shift of such employees at the beginning of the process to ensure appropriate supervision is provided during the probationary period.
- 4) The completed schedule will be posted at least 30 days prior to the scheduled implementation date for shift rotation to permit sufficient notice to employees with considerations for child care, school, transportation, etc.
- 5) The County reserves the right to re-assign an employee to a different shift to maintain required staffing. This may result from the requirement to maintain a female on shift, or the need to accommodate other employees' medical or workers' compensation needs, or other operational business necessities.
- 6) Trial Basis. The JCO III shift rotation process is proposed on a six month trial basis. Unless either party sends written notice to cancel the rotation program, it shall become permanent after July 31, 2018.
- 7) Nothing in this policy waives the County's Rights pursuant to Article 14 of the Memorandum of Understanding between the County and C.L.O.C.E.A. (the General Unit).

Proposed Schedule & Rotation (Juvenile Corrections Officer III)

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
<u>0500</u> <u>TO</u> <u>1300</u>	<u>S1</u>	<u>S3</u> <u>S1</u>	<u>S3</u> <u>S1</u>	<u>S3</u> <u>S1</u>	<u>S3</u>	<u>S3</u>	<u>S1</u>
<u>1300</u> <u>TO</u> <u>2100</u>	<u>S4</u>	<u>S2</u> <u>S4</u>	<u>S2</u> <u>S4</u>	<u>S2</u> <u>S4</u>	<u>S2</u>	<u>S2</u>	<u>S4</u>
<u>2100</u> <u>TO</u> <u>0500</u>		<u>S5</u>	<u>S5</u>	<u>S5</u>	<u>S5</u>	<u>S5</u>	

S1 = Tuesday thru Saturday, 0500 to 1300
 S2 = Tuesday thru Saturday, 1300 to 2100
 S3 = Sunday thru Thursday, 0500 to 1300
 S4 = Sunday thru Thursday, 1300 to 2100
 S5 = Tuesday thru Saturday, 2100 to 0500

~~LETTER OF AGREEMENT
BETWEEN
THE COUNTY OF KINGS
AND
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS
C.L.O.C.E.A
October 8, 2018~~

~~This is to confirm that, effective October 8, 2018, C.L.O.C.E.A. — General Unit and the County of Kings hereby agree that for the calendar year 2018 only, an additional half day holiday will be added on the working day before the day observed as Christmas (Christmas Eve, Monday, December 24, 2018). The added language is shown bolded below.~~

~~In addition, while reviewing the language in Article 19 HOLIDAYS, it was discovered that the holiday December 25, Christmas Day had been omitted from Article 19 in error. Therefore, December 25, Christmas Day was added back in to the list of holidays, and is shown bolded below.~~

~~IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.~~

~~GENERAL UNIT:~~ _____

~~COUNTY:~~ _____

~~**Original signature kept on file**~~

~~**Original signature kept on file**~~

~~Bill Shawhan _____ Date _____
Administrator _____~~

~~Leslie McCormick Wilson _____ Date _____
Human Resources Director _____~~

~~ARTICLE 19 — HOLIDAYS~~

~~The following provisions of this Article are the entire policies and procedures affecting holidays provided Miscellaneous Employees:~~

~~1. The days established as holidays are:~~

~~_____ January 1, New Year's Day
_____ Third Monday in January, Martin Luther King Day
_____ Third Monday in February, Presidents Day
_____ Last Monday in May, Memorial Day
_____ July 4, Independence Day
_____ First Monday in September, Labor Day
_____ November 11, Veterans Day~~

~~_____ The day designated as Thanksgiving Day~~
~~_____ The day following Thanksgiving Day~~
~~_____ Half day (4 hours) the working day before the day observed as~~
~~_____ Christmas Day. County offices close at noon.~~
~~_____ **For Calendar Year 2018 only:**~~
~~_____ **Add additional half day (4 hours) holiday on December 24, 2018,**~~
~~_____ **resulting in: Full Day Holiday Monday, December 24, 2018.**~~
~~_____ **December 25, Christmas Day**~~
~~_____ Half day (4 hours) the working day before the day observed as New~~
~~_____ Year's Day. County offices close at noon.~~
~~_____ Such other days as the Board of Supervisors may determine by~~
~~_____ resolution.~~

~~_____ Paid Closure~~

~~In 2017, 2018 and 2019 County offices (where possible) will be closed to the public the week after Christmas providing three and one half days of holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off in their department due to 24 hour shift requirements, these employees shall be paid straight time holiday in lieu pay, up to the actual amount of time worked, not to exceed 28 hours during that week.~~

~~_____ Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.~~

~~_____ The specific dates for these additional 28 hours of holiday time is as follows:~~

~~2017~~

~~Tuesday, December 26, 2017 — 8 hours~~
~~Wednesday, December 27, 2017 — 8 hours~~
~~Thursday, December 28, 2017 — 8 hours~~
~~Friday, December 29, 2017 — 4 Hours~~

~~2018~~

~~Wednesday, December 26, 2018 — 8 hours~~
~~Thursday, December 27, 2018 — 8 hours~~
~~Friday, December 28, 2018 — 8 Hours~~
~~Monday December 31, 2018 — 4 hours~~

~~2019~~

~~Thursday, December 26, 2019 — 8 hours~~
~~Friday, December 27, 2019 — 8 hours~~
~~Monday, December 30, 2019 — 8 hours~~

~~Tuesday, December 31, 2019 — 4 hours~~

- ~~2. Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.~~
- ~~3. Any employee who is required to work, by reason of the nature of the service of the department or by reason of a regularly scheduled other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled workweek of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.~~
- ~~4. When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.~~
- ~~5. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.~~
- ~~6. Only 8 hours of holiday pay is permitted on any one full day holiday. Only 4 hours of holiday pay is permitted on any half-day holiday. If the regular day exceeds 8 hours and the employee does not work it, vacation or comp time must be used for the difference.~~
- ~~7. Part time employees shall be credited with holiday pay in the same ratio that their regular part time service bears to regular full time service.~~
- ~~8. Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.~~
- ~~9. An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account on or around the first full pay period in July of every year. This time shall not become vested until added to the account.~~

LETTER OF AGREEMENT BETWEEN
THE COUNTY OF KINGS
AND
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS (C.L.O.C.E.A.)
February 14, 2019

This is to confirm that effective March 4, 2019, C.L.O.C.E.A. – General Unit and the County of Kings hereby agree to the proposed temporary changes to the Kings County Human Services Agency (HSA) scheduled hours as follows for the Avenal outstation:

8:30 a.m. – 4:00 p.m.	Operational hours to the public; Avenal lobby open to the public. NOTE: EW/OA/ETW assigned will need to arrive at the office by 8:15 a.m. and remain until 4:30 p.m.
9:00 a.m. – 4:30 p.m.	Core hours
7:30 a.m. – 9:00 a.m.	Flex start time (employee arrival time)
4:30 p.m. – 6:00 p.m.	Flex end time (employee departure time)
12:00 p.m. – 1:00 p.m.	Offices closed to allow for lunch breaks.

The hours indicated above will be in place until the permanent Avenal location is built. At which time, the hours will change to 8:00 a.m. to 4:30 p.m. Accordingly, at that time, EW/OA/ETW assigned will need to arrive at the office by 7:45 a.m. and remain until 4:30 p.m.

Staff will directly report to the Avenal outstation in their own vehicle, thus eliminating the use of a County vehicle to transport staff to and from Avenal to start and end their day. A County vehicle will be made available at the Avenal outstation for staff to conduct business in and around Avenal as needed, and for employees whose work activities require travel away from and back to the Avenal office.

The Department will seek out those staff who live locally in or around Avenal to staff the outstation, if none exist volunteers will be sought before having to assign staff. The Avenal outstation assignment will be a one year staffing assignment unless the staff desire to extend. The Department is hoping to build a better location at which time the length of assignment will be revisited to match those of Corcoran and other outstations of 2 years in length.

While in the temporary location, due to limited staff able to work in the current location, staff will provide the standard three (3) day notice for one (1) day appointments requiring their absence. To assist with scheduling and planning, staff will provide three (3) weeks notice for vacation requests of one (1) week or more. More advance notice is always appreciated but not required.

The Department retains the right to ensure that adequate service coverage is provided. Accordingly, the Department has the right to modify the assignments in Avenal to ensure adequate staffing for client services. If the above represents your understanding of our

agreement, please sign, date and return this agreement to me no later than February 22, 2019. A fully executed copy will be returned to you for your records.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.

GENERAL UNIT:

Original signature kept on file

Bill Shawhan Date
CLOCEA Administrator

COUNTY:

Original signature kept on file

Leslie McCormick Wilson Date
Human Resources Director

**Kings County (County) and
Kings County General Unit & Supervisors Unit (C.L.O.C.E.A.)
SIDE LETTER AGREEMENT
RE: REOPENER NEGOTIATIONS**

October 30, 2019

Item #1

ARTICLE 19 — HOLIDAYS

The following provisions of this Article are the entire policies and procedures affecting holidays provided Miscellaneous Employees:

1. The days established as holidays are:
 - _____ January 1, New Year's Day
 - _____ Third Monday in January, Martin Luther King Day
 - _____ Third Monday in February, Presidents Day
 - _____ Last Monday in May, Memorial Day
 - _____ July 4, Independence Day
 - _____ First Monday in September, Labor Day
 - _____ November 11, Veterans Day
 - _____ The day designated as Thanksgiving Day
 - _____ The day following Thanksgiving Day
 - _____ Half day (4 hours) the working day before the day observed as
 - _____ Christmas Day. County offices close at noon.
 - _____ Half day (4 hours) the working day before the day observed as New _____
 - _____ Year's Day. County offices close at noon.
 - _____ Such other days as the Board of Supervisors may determine by _____
 - _____ resolution.

_____ **Paid Closure**

In 2017, 2018 and 2019 County offices (where possible) will be closed to the public the week after Christmas providing three and one half days of holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off in their department due to 24-hour shift requirements, these employees shall be paid straight time holiday in-lieu pay, up to the actual amount of time worked, not to exceed 28 hours for 2017 through 2018, and 40 hours for 2019, during that week.

- _____ Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.

The specific dates for these additional 28 hours of holiday time is as follows:

2017

~~Tuesday, December 26, 2017 — 8 hours~~

~~Wednesday, December 27, 2017 — 8 hours~~

~~Thursday, December 28, 2017 — 8 hours~~

~~Friday, December 29, 2017 — 4 Hours~~

2018

~~Wednesday, December 26, 2018 — 8 hours~~

~~Thursday, December 27, 2018 — 8 hours~~

~~Friday, December 28, 2018 — 8 Hours~~

~~Monday December 31, 2018 — 4 hours~~

2019

~~Thursday, December 26, 2019 — 8 hours~~

~~Friday, December 27, 2019 — 8 hours~~

~~Monday, December 30, 2019 — 8 hours~~

~~Tuesday, December 31, 2019 — 4 hours~~

~~Further, the County will provide the following additional closure days in 2019 only:~~

~~Monday, December 23, 2019 — 8 hours~~

~~Tuesday, December 24, 2019 — 4 hours~~

~~While all closure days sunset at the expiration of the agreement, the County has no intention of including the additional 12 hours in any potential future closures.~~

- ~~2. Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.~~
- ~~3. Any employee who is required to work, by reason of the nature of the service of the department or by reason of a regularly scheduled other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled workweek of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.~~

4. ~~When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.~~
5. ~~When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.~~
6. ~~Only 8 hours of holiday pay is permitted on any one full day holiday. Only 4 hours of holiday pay is permitted on any half day holiday. If the regular day exceeds 8 hours and the employee does not work it, vacation or comp time must be used for the difference.~~
7. ~~Part time employees shall be credited with holiday pay in the same ratio that their regular part time service bears to regular full time service.~~
8. ~~Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.~~
9. ~~An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account on or around the first full pay period 15 in July of every year. This time shall not become vested until added to the account. If the accrual of these 8 hours would cause the employee to reach or exceed their accrual cap, the employee shall not lose any of these hours, however, the employee will not accrue any additional vacation until they are below the vacation limit.~~

Item #2

~~This Side Letter resolves the parties' reopener negotiations for the current Agreement. The parties agree to begin negotiations regarding an extension of the MOU/successor negotiations no later than January 17, 2020.~~

~~If the above represents your understanding of our agreement, please sign below and return an original for our files. If you have any questions please feel free to contact me at 559-852-2510. Thank you for your attention to this matter.~~

~~IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.~~

GENERAL UNIT: _____ COUNTY: _____

Original signature kept on file

Original signature kept on file

Bill Shawhan

Date

Leslie McCormick Wilson

Date

CLOCEA Administrator

Human Resources Director

**Kings County (County) and
Kings County General Unit & Supervisors Unit (C.L.O.C.E.A.)
SIDE LETTER AGREEMENT
RE: Probation Department Pretrial Pilot Program**

March 2, 2020

~~This is to confirm that the Union and the County of Kings have met and conferred on Friday, February 14, 2020 to discuss a change in classification and compensation in the Probation Department (Probation). Specifically, Probation requested a classification study on both the Electronic Monitoring Technician and Probation Aide positions. Based on the study conducted by Human Resources, it is recommended to reclassify the incumbents to Probation Technicians, which will incorporate the duties, responsibilities, and special requirements of both the Electronic Monitoring Program and Probation Aide classifications.~~

~~Probation partnered with the Superior Court of the State of California, in and for the County of Kings to submit a Pretrial Pilot Program Grant application to bring pretrial services to Kings County. As a result of the study which was prompted by the new program, Probation will be requesting to delete 2.0 Electronic Monitoring Technicians positions and delete 3.0 Probation Aide positions and reclassify the incumbents to the proposed Probation Technician classification. They are also requesting to add 4.0 Probation Technicians positions in addition to the reclassified positions. Additionally, Human Resources will be recommending to the Board that the proposed Probation Technician salary be set at the same salary of Electronic Monitoring Technician, which is 2.0 ranges (approximately 2%) above Probation Aide.~~

~~If the above represents your understanding of our agreement, please sign below and return an original for our files. If you have any questions, please feel free to contact me at 559-852-2510. Thank you for your attention to this matter. Following the agreement, the Human Resources will take the above recommendations to the Board of Supervisors.~~

~~IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.~~

~~GENERAL UNIT: _____ COUNTY: _____~~

~~**Original signature kept on file**~~

~~**Original signature kept on file**~~

~~_____
Bill Shawhan _____ Date _____
CLOCEA Administrator~~

~~_____
Henie Ring _____ Date _____
Human Resources Director~~

**Kings County (County) and
Kings County General Unit & Supervisors Unit (C.L.O.C.E.A.)
SIDE LETTER AGREEMENT
RE: COVID-19 PAID ADMIN LEAVE**

March 20, 2020

~~On Tuesday, March 17, 2020, the County Board of Supervisors adopted an emergency declaration to respond to the COVID-19 pandemic. This declaration has provided some flexibility to the County in respects to operational hours, staff schedules, teleworking, and possible temporary assignments. The County's priority is to provide essential services to the public and to maintain employee's income during this crisis to the greatest extent possible. Accordingly, the County has created a new Time Reporting Code (TRC) for employees who are temporarily placed on COVID-19 Paid Admin Leave (COVID-19 Leave) and are classified as "non-essential" by their department. The County will continue to assess the ability to keep employees on COVID-19 Paid Admin leave, who are at home and unable to work. While on COVID-19 Leave employees will not accrue sick leave or vacation, and employees on probation will not accrue service hours toward their probationary period. Additionally, employees who have been identified as vulnerable population (e.g., 65 years and older, pregnant, and/or immune-compromised) have been placed on COVID-19 Leave and are not required to come to work, but may be asked to work from home and remain available for duty via computer and/or phone. County employees are designated as Disaster Service Workers. All County employees who are on COVID-19 Leave must remain available for call back and/or by phone or email. If an employee is on COVID-19 Leave and is asked to remain available for call-back beyond the normal business work hours, the employee will not receive standby or call-back pay while receiving COVID-19 Leave. Any hours worked (outside of normal business hours) will be reduced from the COVID-19 Leave reported on their timecard.~~

~~If an employee is working and is not claiming COVID-19 Leave on their timecard, then all other terms and conditions outlined in the current Memoranda of Understanding remains in effect.~~

~~If you agree to the outlined COVID-19 Leave pay stipulations set forth above, please sign below and return an original to Human Resources for our files. If you have any questions or concerns regarding this information, please feel free to contact me at 559-852-2510.~~

~~IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.~~

~~GENERAL UNIT: _____ COUNTY: _____~~

~~**Original signature kept on file**~~

~~**Original signature kept on file**~~

~~Bill Shawhan _____ Date~~

~~Henie Ring _____ Date~~

~~CLOCEA Administrator~~

~~Human Resources Director~~

SIDE LETTER / MOU EXTENSIONS

TO THE ~~2017-2020 MOUS~~ BETWEEN THE COUNTY OF KINGS AND CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATION

The County of Kings (County) and the California League of City Employees Association (Association) agree to extend and modify the current 2017-2020 Memorandums of Understanding (MOUs) for the General Unit and the Supervisor's Unit via this Side Letter. The Side Letter revises Article 35—Term of Agreement of the General Unit and Article 34—Term of Agreement of the Supervisor's Unit and shall be in effect during the term of the MOU.

I. General Unit

SECTION 35.01 EXTENSION OF CURRENT MOU.

Unless a provision of this MOU had sunset or was set to sunset, all other provisions of the 2018-2020 MOU are extended to September 1, 2020.

SECTION 35.02 ECONOMIC REOPENER.

The parties acknowledge that the COVID-19 pandemic has exasperated the County's fiscal challenges. The County is attempting to resolve these challenges without making changes to the current agreement. However, in the event that the County determines that it needs to make changes to the MOU during its term, the parties shall reopen the agreement prior to September 1, 2020. The parties shall meet within two (2) weeks of a request to meet and confer by the County.

II. Supervisor's Unit

SECTION 34.01 EXTENSION OF CURRENT MOU.

Unless a provision of this MOU had sunset or was set to sunset, all other provisions of the 2018-2020 MOU are extended to September 1, 2020.

SECTION 34.02 ECONOMIC REOPENER.

The parties acknowledge that the COVID-19 pandemic has exasperated the County's fiscal challenges. The County is attempting to resolve these challenges without making changes to the current agreement. However, in the event that the County determines that it needs to make changes to the MOU during its term, the parties shall reopen the agreement prior to September 1, 2020. The parties shall meet within two (2) weeks of a request to meet and confer by the County.

Dated: **Original signature kept on file**

Dated: **Original signature kept on file**

FOR THE ASSOCIATION:

FOR THE COUNTY:

Original signature kept on file

Original signature kept on file

Original signature kept on file

Original signature kept on file

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~~SIDE LETTER / MOU EXTENSIONS~~

~~TO THE 2017-2020 MOUS BETWEEN THE COUNTY OF KINGS AND CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATION~~

~~The County of Kings (County) and the California League of City Employees Association (Association) agree to extend and modify the current 2017-2020 Memorandums of Understanding (MOUs) for the General Unit and the Supervisor's Unit via this Side Letter. The Side Letter revises Article 35—Term of Agreement of the General Unit and Article 34—Term of Agreement of the Supervisor's Unit and shall be in effect during the term of the MOU.~~

~~I. General Unit~~

~~SECTION 35.01 EXTENSION OF CURRENT MOU.~~

~~Unless a provision of this MOU had sunset or was set to sunset, all other provisions of the 2017-2020 MOU are extended to June 1, 2021.~~

~~SECTION 35.02 REOPENER.~~

~~The parties agree that either party may request to reopen this agreement at any time before June 1, 2021. The parties specifically reserve the right to have future discussions regarding Article 19 "CLOSURE" after September 14, 2020 regarding the potential continuation of the closure.~~

~~The parties shall meet within two (2) weeks of a request to meet and confer by either party.~~

~~NEW SECTION~~

~~The parties agree that the County's 2016 salary survey is resolved.~~

~~H. Supervisor's Unit~~

~~SECTION 34.01 EXTENSION OF CURRENT MOU.~~

~~Unless a provision of this MOU had sunset or was set to sunset, all other provisions of the 2017-2020 MOU are extended to June 1, 2021.~~

~~SECTION 34.02 REOPENER.~~

~~The parties agree that either party may request to reopen this agreement at any time before June 1, 2021. The parties specifically reserve the right to have future discussions regarding Article 19 "CLOSURE" after September 14, 2020 regarding the potential continuation of the closure.~~

The parties shall meet within two (2) weeks of a request to meet and confer by either party.

NEW SECTION

The parties agree that the County's 2016 salary survey is resolved.

Dated: Original signature kept on file Dated: Original signature kept on file

FOR THE ASSOCIATION: **FOR THE COUNTY:**

<u>Original signature kept on file</u>	<u>Original signature kept on file</u>
<u>Original signature kept on file</u>	<u>Original signature kept on file</u>
<u>Original signature kept on file</u>	<u>Original signature kept on file</u>
<u>Original signature kept on file</u>	<u>Original signature kept on file</u>
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<u>Original signature kept on file</u>	
<u>Original signature kept on file</u>	
<u>Original signature kept on file</u>	
<u>Original signature kept on file</u>	

~~SIDE LETTER TO THE 2017-2021 MOU BETWEEN~~

~~THE COUNTY OF KINGS~~

~~AND~~

~~CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATION~~

~~This is to confirm that the Union and the County of Kings have met and conferred on Friday, September 11, 2020 to discuss the standby rotation schedule (based on seniority) for the classification and compensation of the Environmental Health Officers in the Public Health Department. Specifically, the rotation of the weekend standby schedule will follow the compensation guidelines as modified by Article 23 below:~~

~~ARTICLE 23 CALL BACK PAY~~

~~1. The County will compensate employees for a minimum of two (2) hours at the overtime rate when they are called back for active duty and have previously departed the work site. Call back will begin when the employee arrives at the regular work site. However, employees who report to a place other than their regular work site will receive call back for any time beyond the employees' normal commute to and from his or her regular work site.~~

~~2. Minimum "call back shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off duty to handle work over the phone or by computer, the employee shall be compensated for one half (1/2) hour straight time pay (equals 20 minutes at 1.5 overtime rate) or actual time spent on the call, computer or otherwise performing authorized overtime work which does not require the employee to physically travel to the worksite, whichever is greater.~~

~~Additionally, the Union and the County of Kings have met and conferred on Friday, September 11, 2020 to discuss the scheduling for the Public Health Department's Nursing Division to assist with the Federal Testing Unit until the end of the 2020 calendar year. These schedules will begin Monday, September 14, 2020 with varying schedules of 8-hour or 10-hour shifts as needed in the defined workweek Monday through Sunday.~~

~~IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.~~

~~Dated: Original signature kept on file~~ _____ ~~Dated: Original signature kept on file~~ _____

~~FOR THE ASSOCIATION:~~ _____ ~~FOR THE COUNTY:~~ _____

~~Original signatures kept on file~~ _____ ~~Original signatures kept on file~~ _____

~~SIDE LETTER / MOU EXTENSION~~

~~TO THE 2019-2020 MOU BETWEEN THE COUNTY OF KINGS AND THE CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS~~

~~November 12, 2020~~

~~The County of Kings (County) and the California League of City Employees Associations (C.L.O.C.E.A.) agree to extend and modify the current 2019-2020 Memorandum of Understanding (MOU) for the General Bargaining Unit via this Side Letter. The Side Letter amends Article 19 Holidays and Article 35 Term and shall be in effect during the extended term of the MOU.~~

~~ARTICLE 19 - HOLIDAYS~~

~~The following provisions of this Article are the entire policies and procedures affecting holidays provided Miscellaneous Employees:~~

~~1. The days established as holidays are:~~

- ~~• January 1, New Year's Day~~
- ~~• Third Monday in January, Martin Luther King Day~~
- ~~• Third Monday in February, Presidents Day~~
- ~~• Last Monday in May, Memorial Day~~
- ~~• July 4, Independence Day~~
- ~~• First Monday in September, Labor Day~~
- ~~• November 11, Veterans Day~~
- ~~• The day designated as Thanksgiving Day~~
- ~~• The day following Thanksgiving Day~~
- ~~• Half day (4 hours) the working day before the day observed as Christmas Day.~~
- ~~• Half day (4 hours) the working day before the day observed as New Year's Day.~~
- ~~• Such other days as the Board of Supervisors may determine by resolution.~~

~~2. Paid Closure. The Parties agree to extend the paid closure for 2020 and 2021. For 2020, County offices (where possible) will be closed to the public the week after Christmas providing four days of holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off in their department due to 24 hour shift requirements, these employees shall be paid straight time holiday in lieu pay, up to the actual amount of time worked, not to exceed 32 hours during that week.~~

~~Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence for the full scheduled~~

~~work day before and after the closure period will participate in the closure; however, employees on unpaid leaves of absence will be excluded.~~

~~The specific dates for these additional 32 hours of holiday time is as follows for 2020 only:~~

2020

~~Thursday, December 24, 2020 — 4 hours (in addition to the 4 holiday hours)~~

~~Monday, December 28, 2020 — 8 hours~~

~~Tuesday, December 29, 2020 — 8 hours~~

~~Wednesday, December 30, 2020 — 8 hours~~

~~Thursday, December 31, 2020 — 4 hours (in addition to the 4 holiday hours)~~

~~The Parties will meet by September 1, 2021 to discuss the dates and amount of paid time for the 2021 Paid Closure. The Parties agree that negotiations regarding the 2021 closure will end by October 1, 2021.~~

- ~~3. Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.~~
- ~~4. Any employee who is required to work, by reason of the nature of the service of the department or by reason of a regularly scheduled other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled workweek of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.~~
- ~~5. When a holiday established by this article falls on a Saturday, the preceeding Friday shall be deemed to be the holiday in lieu of the day observed.~~
- ~~6. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.~~
- ~~7. Only 8 hours of holiday pay is permitted on any one full day holiday. Only 4 hours of holiday pay is permitted on any half day holiday. If the regular day exceeds 8 hours and the employee does not work it, vacation or comp time must be used for the difference.~~
- ~~8. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.~~
- ~~9. Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.~~

10. — An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account on or around the first full pay period in July of every year. This time shall not become vested until added to the account.

SECTION 35.01 EXTENSION OF CURRENT MOU.

~~Unless a provision of this MOU had sunset or is set to sunset, all other provisions of the 2017-2020 MOU are extended to June 30, 2022. This extension of terms includes the 50/50 split on future premium increases (Article 28 B) up to and including fiscal year 2021/2022 and 2022/2023, and the County Paid Closure (Article 19) as written above.~~

SECTION 35.02 ECONOMIC REOPENER.

~~During the term of this agreement, either party shall have the right to reopen the agreement prior to June 30, 2022 to discuss economic changes to the agreement. In the event that either party request to reopen the agreement, the parties shall meet within two (2) weeks of a request to meet and confer by the County.~~

SECTION 35.03 LAYOFF MEET AND DISCUSS.

~~During the term of this agreement, in the event that the County makes the decision to implement layoffs, the parties shall meet within fourteen (14) days prior to the effective date of the layoff to discuss and the County layoff. In the event that the parties are unable to resolve their layoff meeting, the Parties further agree that the County will be able to implement the layoffs under the County's existing personnel rules.~~

Dated: Original kept on file

Dated: Original kept on file

FOR C.L.O.C.E.A.:

FOR THE COUNTY:

Original signatures kept on file

Original signatures kept on file

Original signatures kept on file

Original signatures kept on file

Original signatures kept on file

Original signatures kept on file

Errata Sheet
~~SIDE LETTER / MOU EXTENSION~~

~~TO THE 2019-2020 MOU~~
~~BETWEEN~~

~~THE COUNTY OF KINGS~~

~~AND THE~~
~~CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS~~

~~November 12, 2020~~

~~There was an inadvertent error on Article 19 Holidays, Section 1. Christmas Day was erroneously removed from the list of established holidays. Christmas Day should be included in the established days.~~

~~Accordingly, please see the revised Article 19 Holidays, Section 1.~~

ARTICLE 19 – HOLIDAYS

~~The following provisions of this Article are the entire policies and procedures affecting holidays provided Miscellaneous Employees:~~

~~1. — The days established as holidays are:~~

- ~~• — January 1, New Year's Day~~
- ~~• — Third Monday in January, Martin Luther King Day~~
- ~~• — Third Monday in February, Presidents Day~~
- ~~• — Last Monday in May, Memorial Day~~
- ~~• — July 4, Independence Day~~
- ~~• — First Monday in September, Labor Day~~
- ~~• — November 11, Veterans Day~~
- ~~• — The day designated as Thanksgiving Day~~
- ~~• — The day following Thanksgiving Day~~
- ~~• — Half day (4 hours) the working day before the day observed as Christmas Day.~~
- ~~• — **December 25, Christmas Day**~~
- ~~• — Half day (4 hours) the working day before the day observed as New Year's Day.~~
- ~~• — Such other days as the Board of Supervisors may determine by resolution.~~

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO
THE KINGS COUNTY BOARD OF SUPERVISORS

AND

GENERAL MEMBERSHIP OF
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS
C.L.O.C.E.A

July 1, 2021 through June 30, 2025

BY AND BETWEEN

AUTHORIZED REPRESENTATIVES OF KINGS COUNTY
(hereinafter "County")

AND

AUTHORIZED REPRESENTATIVES OF C.L.O.C.E.A,
(hereinafter "Union")

MEMORANDUM OF UNDERSTANDING -- GENERAL UNIT EMPLOYEES

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ARTICLE 1 PREAMBLE

Representatives of the County of Kings and representatives of the California League of City Employees Associations, C.L.O.C.E.A, have met and conferred in good faith and have mutually agreed as a result of that process to recommend to the Kings County Board of Supervisors and the General Membership of California League of City Employees Associations, C.L.O.C.E.A, adoption of this Memorandum of Understanding and implementation of its terms and conditions of employment.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the County's Employer-Employee Relations Policy and Chapter 10, Division 4 of the California Government Code (Section 3500 et seq.) the County has recognized California League of City Employees Associations, C.L.O.C.E.A, hereinafter shown as union, as the exclusive representative of all permanent County Employees in the General employees' bargaining unit (see Appendix A).

ARTICLE 3 PAYROLL DEDUCTION

It is understood and agreed by the parties that, pursuant to Article III, Section 14, of the Employer-Employee Relations Policy, the Union has the right to payroll deduction of membership dues and insurance premiums upon written authorization by the affected employee. Such deductions shall be made bi-weekly and forwarded to the Union.

ARTICLE 4 MAINTENANCE OF MEMBERSHIP

1. Beginning the effective date of this Agreement, all regular full time unit employees who are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall have Union dues deducted from their paychecks during the term of this Agreement, subject however, to the right to resign from Union membership during a thirty (30) calendar day window period commencing ninety (90)calendar days prior to the termination date of the agreement, and discontinue further Union dues deductions. Exceptions to this requirement are permissible only upon written release authorized by the Union.
2. The Union shall furnish any information needed by the County to fulfill its obligations under the provisions of this Article.
3. The Union shall indemnify and hold harmless the County and its Board individually and collectively from any legal costs and/or damages arising from claims, demands or liability by reason of litigation arising from this Article. The Union agrees to pay to the County all legal fees and legal costs incurred in defending the County or its' Board against any court action and/or

administrative action challenging the legality or constitutionality of the provisions of this Article or its implementation.

ARTICLE 5 FULL UNDERSTANDING

The Union and the County agree that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this present document represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

ARTICLE 6 CURRENT CHANGES IN TERMS AND CONDITIONS

It is understood and the parties agree that the only changes in terms and conditions of employment intended at this time are those specifically provided herein.

ARTICLE 7 MAINTENANCE OF BENEFITS

It is understood and the parties agree that for the term of this Agreement changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "meet and confer" process and by mutual consent of the parties.

Changes in other terms and conditions of employment, not specifically referenced herein, may only be accomplished pursuant to applicable law.

ARTICLE 8 WAIVER OF APPEAL

It is understood and agreed that the waiver of appeal of any breach of any term or condition of employment, by either party, shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 9 SAVINGS

If any article or section of this Agreement, or any addition thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such invalid or restrained article or section.

ARTICLE 10 ACCESS RULE

It is agreed that in the event a County Department Head formally objects to Union Representatives visiting a work location, the Representatives must provide notice to the County Human Resources Department one hour in advance of visits to such work location. Further, it is understood that regardless of objection or lack thereof, Union Representatives are not to disrupt the work of County employees in any fashion, or solicit Union membership on County time. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. Union Representatives may not utilize employee only entrances and may be required to be escorted into various areas of work space at the discretion of the Department Head.

ARTICLE 11 UNION INFORMATION FOR NEW EMPLOYEES

It is understood that the County will not solicit members for the Union, but it is agreed that the County will inform all eligible new employees about the Recognized Employee Organization by providing membership materials supplied by the Union.

ARTICLE 12 STEWARDS RELEASE TIME

It is understood by the County and the Union that good organization, competent leadership, and well-informed representatives for both Management and Labor improve the employer-employee relationship and the communication process. Further, it is understood and agreed that morale and job performance may be directly related to a healthy, balanced, and mutually respectful employer-employee relationship. Consistent with the foregoing, it is therefore agreed that the Union may designate up to twelve (12) Shop Stewards who will be granted four (4) hours per month of release time to attend meetings of the Union Board of Stewards. All employees shall be released on the same day as designated by the Union, and the stewards' meetings shall be held at a site other than on County premises. Such release time may not be accumulated from month to month; employees who are sick or otherwise absent from work waive their right to release time

The Union may designate up to seven representatives who shall be authorized to attend all negotiation meetings between the Union and County. Three representatives shall be authorized to attend meetings of both the Health Insurance and Labor/Management committees.

ARTICLE 13 NO STRIKE -- NO LOCKOUT

During the term of this Memorandum of Understanding, C.L.O.C.E.A, its staff, elected officials, agents and members agree that they shall neither encourage nor engage in any strike, work stoppage, slowdown, sick-out, or other concerted refusal to work for or against Kings County. In the event of a violation of this agreement, C.L.O.C.E.A agrees to contact the offending party, notify them that they are in violation of the agreement, and that their actions are not

supported by the Union. C.L.O.C.E.A agrees to use whatever authority it may possess at the time to halt any such violation.

Union members who violate this policy shall be subject to discharge or other discipline by the County without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited activity.

Any violation of this agreement by any person not an employee of the County but acting as an agent or representative of C.L.O.C.E.A shall be grounds for Kings County to withdraw the Union's payroll deduction privilege.

The County shall not lockout employees.

ARTICLE 14 COUNTY RIGHTS

Except as otherwise specifically provided in this Agreement, the County has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- a) To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- b) To manage all facilities and operations of the County, including the methods, means and personnel by which County operations are to be conducted.
- c) To schedule working hours and assign work.
- d) To establish, modify or change work schedules or standards.
- e) To direct the working forces, including the right to hire, assign, promote, demote or transfer any employee.
- f) To determine the location of all plants and facilities.
- g) To determine the layout and the machinery, equipment or materials to be used.
- h) To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- i) To determine the size and composition of the workforce.
- j) To determine policy and procedures affecting the selection or training of employees.
- k) To establish, assess and implement employee performance standards including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- l) To control and determine the use and location of County property, material, machinery and/or equipment.
- m) To schedule the operation of and to determine the number and duration of shifts.
- n) To determine safety, health and property protection measures.

- o) To transfer work from one job to another or from one plant or unit to another.
- p) To introduce new, improved or different methods of operation or to change existing methods.
- q) To lay off employees from duty for lack of work, lack of funds or any other reason.
- r) To reprimand, suspend, discharge or otherwise discipline employees.
- s) To establish, modify, determine, or eliminate job classifications.
- t) To promulgate, modify and enforce work and safety rules and regulations.
- u) To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- v) To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.

ARTICLE 15 GRIEVANCE PROCEDURE (See Appendix B)

ARTICLE 16 SICK LEAVE

1. Accrual

- a. All regular full-time and regular part-time employees hired prior to January 1, 1999, shall be entitled to point zero-four-six-one-five-four (.046154) hours of sick leave with pay for each hour of the actual hours of regular employment.
- b. All regular full-time and regular part-time employees hired after January 1, 1999 will accrue sick leave as follows:

Service Hours	Hours Earned	Sick leave earned at the rate of (based on hours worked)
0 - 10,400	80 (10 days)	.038462
10,401 - 20,800	88 (11 days)	.042308
20,801 +	96 (12 days)	.046154

2. Absence Due to Death in Family (Section 7012.2 of Personnel Rules listed for reference purposes only).

Whenever any regular full-time or regular part-time employee is compelled to be absent from duty by death in the employee's immediate family, accumulated sick leave with pay, up to forty (40) regular working

hours (Fire Unit - 72 hours) may be granted upon the recommendation of the department head and approval of the Director.

Immediate family, for the purposes of this section, is defined as follows:

- Children (Legal Wards)
- Parents
- Grandchildren
- Grandparents
- Brothers
- Sisters
- Spouse or Registered Domestic Partner

Whether by blood or marriage or adoption.

ARTICLE 17 USE OF EMPLOYEE BENEFITS

No employee shall be discriminated against or disciplined for the legitimate use of any right, privilege or benefit.

ARTICLE 18 VACATION

1. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (2080 hours of actual service as defined in the County Personnel rules equals one year) as follows:

- a) Employees hired prior to January 1, 1999:

Service Hours	Hours (days) Earned (based on hrs)	Rate (based on hours)
0 - 10,400	96 (12 days)	.046154
10,401 - 20,800	120 (15 days)	.057693
20,801 - 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

- b) Employees hired January 1, 1999 or later:

Service Hours	Hours (days) Earned (based on hrs)	Rate (based on hours)
0 - 4,160	80 (10 days)	.038462
4,161 - 10,400	96 (12 days)	.046154
10,401 - 20,800	120 (15 days)	.057693
20,801 - 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

2. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (as set forth in 1a and 1b above) until the employee reaches one of the following accrued hours of vacation limits:

<u>Hours (days)</u> <u>Earned (based on hrs)</u>	<u>Maximum Vacation</u> <u>Accumulation Limits</u>
80 (10 days)	160 hours
96 (12 days)	192 hours
120 (15 days)	240 hours
140 (17.5 days)	280 hours
160 (20 days)	320 hours

Once the appropriate accumulation limit has been reached, the employee shall cease to earn additional vacation until the employee's accumulated vacation balance falls below the limits listed above.

ARTICLE 19 **HOLIDAYS**

The following provisions of this Article are the entire policies and procedures affecting holidays provided Miscellaneous Employees:

1. The days established as holidays are:
 - January 1, New Year's Day
 - Third Monday in January, Martin Luther King Day
 - Third Monday in February, Presidents Day
 - Last Monday in May, Memorial Day
 - July 4, Independence Day
 - First Monday in September, Labor Day
 - November 11, Veterans Day
 - The day designated as Thanksgiving Day
 - The day following Thanksgiving Day
 - Half-day (4 hours) the working day before the day observed as Christmas Day.
 - Half-day (4 hours) the working day before the day observed as New Year's Day
 - Such other days as the Board of Supervisors may determine by resolution.

Paid Closure

In 2021, 2022, 2023, and 2024 County offices (where possible) will be closed to the public the week after Christmas providing three and one-half days of holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off in their department due to 24-hour shift requirements, these employees shall be paid straight-time holiday in-lieu pay, up to the actual amount of time

worked, not to exceed 28 hours for 2021, 2022, 2023, and 2024, during that week.

Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.

The specific dates for these additional hours of holiday time is as follows:

2021

Tuesday, December 28, 2021 – 8 hours

Wednesday, December 29, 2021 – 8 hours

Thursday, December 30, 2021 – 8 hours

Friday, December 31, 2021 – 4 hours

2022

Tuesday, December 27, 2022 – 8 hours

Wednesday, December 28, 2022 – 8 hours

Thursday, December 29, 2022 – 8 hours

Friday, December 30, 2022 – 4 hours

2023

Tuesday, December 26, 2023 – 8 hours

Wednesday, December 27, 2023 – 8 hours

Thursday, December 28, 2023 – 8 hours

Friday, December 29, 2023 – 4 hours

2024

Thursday, December 26, 2024 – 8 hours

Friday, December 27, 2024 – 8 hours

Monday, December 30, 2024 – 8 hours

Tuesday, December 31, 2024 – 4 hours

The parties agree that so long as a current Memorandum of Understanding (MOU) has not expired, CLOCEA shall receive the holiday closure consistent with the Article above (28 hours). When necessary, the parties agree to meet no later than September 1st or as needed to designate the dates for the holiday closure. In the event that an MOU term expires (Article 35), the holiday closure shall not be guaranteed and will be extended by Side Letter Agreement only.

2. Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.
3. Any employee who is required to work, by reason of the nature of the service of the department or by reason of a regularly scheduled other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled workweek of Monday through Friday, shall be compensated for the

holiday at the employee's regular rate of pay for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.

4. When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
5. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
6. Only 8 hours of holiday pay is permitted on any one full-day holiday. Only 4 hours of holiday pay is permitted on any half-day holiday. If the regular day exceeds 8 hours and the employee does not work it, vacation or comp time must be used for the difference.
7. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.
8. Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.
9. An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account Pay Period 15 of every year. This time shall not become vested until added to the account. If the accrual of these 8 hours would cause the employee to reach or exceed their accrual cap, the employee shall not lose any of these hours, however, the employee will not accrue any additional vacation until they are below the vacation limit.

ARTICLE 20 OVERTIME COMPENSATION

1. All employees shall receive FLSA overtime consistent with existing law.
2. For non-law enforcement personnel FLSA overtime shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate for authorized hours worked in excess of forty (40) hours per work week. The workweek is defined as seven (7) consecutive calendar days, Monday through Sunday (unless a 9/80 is approved).
3. For law enforcement personnel (i.e. welfare investigator and juvenile correctional officer classifications) FLSA overtime shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate for authorized hours worked in excess of 80 in a 14 day work period.
4. Only hours worked shall be counted as time worked for purposes of computing time and one-half overtime, except that hours paid for pre-approved vacation, comp-time, and holidays shall be counted as hours worked for purposes of computing overtime. Sick leave, and vacation in-lieu and comp-time in-lieu of sick leave shall not count as hours worked.

5. The County will pay an amount equal to time and one-half over and above the current hourly rate of pay for an employee required to work in excess of eight (8) hours per workday or an approved alternate longer regular work-shift. A workday is defined as a 24-hour period.
6. It is specifically understood that overtime does not apply to standby time.
7. All overtime worked shall be either paid on the payday following the pay period in which it was earned, or accumulated to be taken as compensatory time off. Compensatory time shall be accumulated at the same rate as overtime and may be taken off at a time designated by the employee with the approval of the Department Head or his/her designee.

ARTICLE 21 COMPENSATORY TIME OFF

Compensatory time is any time which may be taken off by an employee in lieu of cash payment for hours worked beyond the normal work period. Compensatory time is accrued at the same rate as overtime. All time to be taken as compensatory time is to be formally recorded. Employees with thirty hours or less accrued compensatory time may elect to use vacation or compensatory time. Employees with more than thirty accrued hours compensatory time shall use compensatory time before using vacation time.

ARTICLE 22 MILEAGE REIMBURSEMENT

Employees may be required to use personal vehicles for travel in performance of their duties. In this case, the mileage shall be reimbursed at the rate allowable under I.R.S. regulations as determined and administered by the Director of Finance.

ARTICLE 23 CALL BACK PAY

1. The County will compensate employees for a minimum of two (2) hours at the overtime rate when they are called back for active duty and have previously departed the work site. Call back will begin when the employee arrives at the regular work site. However, employees who report to a place other than their regular work site will receive call back for any time beyond the employees' normal commute to and from his or her regular work site.
2. Minimum "call-back shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off-duty to handle work over the phone or by computer, the employee shall be compensated for one-half (1/2) hour straight time pay (equals 20 minutes at 1.5 overtime rate) or actual time spent on the call, computer or otherwise

performing authorized overtime work which does not require the employee to physically travel to the worksite, whichever is greater.

ARTICLE 24 STANDBY

Employees shall receive two dollars (\$2.00) for each hour of formally assigned standby time. Standby time shall be defined as that time other than the normal duty shift during which an employee is required to remain available for call and ready for duty. Employees shall be assigned standby for no less than twelve (12) hours.

ARTICLE 25 FAMILY ILLNESS LEAVE

In compliance with Labor Code 233, an employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to:

- 1) A child, which for purposes of this article means a biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
- 2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- 3) A spouse;
- 4) A registered domestic partner;
- 5) A grandparent;
- 6) A grandchild; or
- 7) A sibling.

The categories of qualifying family members defined above are defined by law as of the signing of this agreement. The intent of this section is to reflect the requirements of current law and this section is not intended to contradict, supplement, or diminish these legal requirements. Accordingly, any changes to such applicable laws shall supersede this MOU section.

All conditions and restrictions placed by the County upon the use by an employee of sick leave shall also apply to use by an employee of sick leave to attend to an illness of their family member as defined above. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave.

Employees shall indicate requests for family illness leave on an appropriate County form prior to approval. All time utilized as family illness leave shall be formally recorded.

ARTICLE 26 UNIFORM ALLOWANCE

For the term of this Agreement and subject to the conditions described in Article 26, the following classes shall receive a yearly uniform allowance in the amount indicated:

Animal Control Officer I/II/III	\$400
Emergency Dispatcher I/II	\$275
Emergency Dispatch Training Officer	\$275
Juvenile Corrections Officer I/II/III	\$450
Jail Cook/Jail Cook Trainee	\$275
Sheriff Records Clerk I/II/III	\$275
Security Officer	\$400

1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Only the initial uniform allowance paid to employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
2. Eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period.
3. For employees hired on or after January 1, 2013 and designated as "new members" to CalPERS, any uniform allowance will not be subject to PERS pursuant to AB 340/SB197 (Pension Reform Act of 2013).

ARTICLE 27 DISABILITY INSURANCE (S.D.I.)

Since January 1, 1982, the County has contracted for State Disability Insurance for all employees of the General Employees' Bargaining Unit. Premiums for this insurance are employee paid and all employees must participate.

ARTICLE 28 HEALTH/DENTAL/OPTICAL PLAN

Employees who are enrolled in a pretax insurance plan will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying event.

- A) Effective July 1, 2021 (pay period 14-2021) and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan shall be as follows:

Health/Dental/Vision Plan Level	County Monthly Contribution
Single	\$450.78
Two-Party	\$820.66
Family	\$1,234.80

Dental/Vision Plan Only	County Monthly Contribution
Single	\$31.14
Two-Party	\$58.42
Family	\$91.88

(1) This benefit tier is for employees who can demonstrate they are covered for health insurance through the military.

- B) Insurance premium increases shall be split 50/50 between the employer and employee through the term of this agreement. At the expiration of this contract, absent a successor agreement, the employee is responsible for paying 100 percent of any premium increases.
- C) The County and C.L.O.C.E.A. agree that meet and confer discussions regarding the structure of medical/dental/optical insurance coverage's shall take place each year through the Joint County/Employee Medical Insurance Committee. The Committee shall consist of one voting representative from each bargaining unit and unrepresented management (except for the General Unit which has three) and the County. If any changes are needed to the structure of the plan, a good faith effort will be made to make such recommendations to the Board of Supervisors by April 15 of that year. The County's contribution toward medical/dental/optical premiums are set in this Article above.

ARTICLE 29 EMPLOYEE ASSISTANCE PROGRAM

The County will contract for an employee assistance program (EAP) which will provide for assessment, diagnosis, short-term consultation and referral to the most appropriate community resources for employees and dependents. Employees may voluntarily utilize the program or, with just cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 28 shall advise the County on plan design and selection of providers.

ARTICLE 30 RETIREMENT

Miscellaneous Non-Safety

1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2% at 62 Miscellaneous Plan pursuant to AB 340/SB197 (Pension Reform Act 2013). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently 6.25% of salary. Such payment shall vest to the employee.
2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 2% at 55 Miscellaneous Plan. These employees pay the entire employee contribution of 7.0% of salary. Such payment shall vest to the employee.
 - a) The 2% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.
 - b) The Miscellaneous Plan has also been modified as follows. Bargaining unit employees shall have, at their option, the ability to: (1) apply to PERS for retirement service credit for their unused sick leave balance, OR (2) the option to implement the applicable provisions of Article 39 below (Retiree Health Insurance).

Safety

1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2.7% at 57 Safety Plan pursuant to AB 340/SB197 (Pension Reform Act of 2013). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently 10.75% of salary. Such payment shall vest to the employee.
2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 3% at 55 Safety Plan, which became effective 4/1/02. These employees pay the entire 9% of salary PERS employee contribution. Such payment shall vest to the employee.
 - a) The 3% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.

ARTICLE 31 BILINGUAL PAY

Bilingual employees assigned to public contact positions shall be entitled to Level I Conversational bilingual compensation in the amount of \$25.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time. Bilingual employees assigned to public contact positions may be entitled to Level II Advanced bilingual compensation in the amount of \$50.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time including the use of advanced bilingual skills at least 25 percent (25%) of their productive time, and the employee has passed the corresponding County selected bilingual proficiency examination.

Employees receiving Level II Advanced bilingual compensation shall not be entitled to receive Level I Conversational bilingual compensation. Employees that translate for more than one language are not eligible to receive additional bilingual compensation for the additional language(s). Bilingual pay requires approval by the Human Resources Director upon request of the Department Head. Where necessary, job audits may be conducted to determine whether the established percentage criteria are being met. For highly specialized or highly technical situations, or where the job knowledge is critical to ensuring that competent and accurate translation is available on an on call or as needed basis and upon request of the Department, the County Administrative Officer may waive the percentage requirements.

Bilingual pay shall be terminated if the Department determines that the percentage or level of bilingual services provided by the employee falls below the established criteria for compensation, or the employee fails to pass a proficiency examination, or the department determines that the employee fails to demonstrate satisfactory performance in providing bilingual services. Bilingual pay shall be terminated and a new request for bilingual compensation may be submitted if employee is demoted, promoted, transferred or reassigned. The decision of the Human Resources Director regarding the granting and termination of bilingual payment shall be final and shall not be subject to appeal or grievance procedures. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. When a part-time employee is assigned bilingual duties the bilingual pay shall be prorated.

ARTICLE 32 LAYOFF PRIVILEGES

Within the employee's current department, at his or her discretion, an employee affected by layoff may displace an employee in the class in which the affected employee previously held permanent status in that department within the previous five years. Employees may only displace other employees with less seniority. Seniority computation for displacement purposes is made on the same basis as for the original layoff.

ARTICLE 33 SALARY

Except for the classifications listed in the chart below, employees in classifications covered by this Agreement (see Appendix A) shall receive a 4.0 range (approximately 4%) salary increase

effective September 6, 2021 (PP19-2021) or upon ratification, whichever is later. All employees listed in the chart below shall receive 7.0 range (approximately 7%) salary increase effective September 6, 2021 (PP-19-2021) or upon ratification, whichever is later. Additionally, all employees in classifications covered by this Agreement shall receive a lump sum of \$500 effective September 6, 2021 (PP19-2021) or upon ratification, whichever is later.

Except for the classifications listed in the chart below, employees in classifications covered by this Agreement, in the second year of the Agreement (FY 22-23) shall receive a 3.0 range (approximately 3%) salary increase effective July 11, 2022 (PP15-2022).

In the third year of this Agreement (FY 23-24), all employees in classifications by this Agreement (see Appendix A) shall receive a 1.0 range (approximately 1%) salary increase effective July 10, 2023 (PP15-2023). In the third year of the Agreement, either party can reopen the Agreement to bargain over wages and compensation.

In the fourth year of this Agreement (FY 24-25), all employees in classifications by this Agreement (see Appendix A) shall receive a 1.0 range (approximately 1%) salary increase effective July 6, 2024 (PP15-2024).

Below is the list of classifications that have received minimum wage increases January 1, 2021, and will not receive a base wage increase in the first and second year of this Agreement.

Account Clerk I
Account Clerk II
Account Clerk III
Community Health Aide I
Community Health Aide II
Community Health Aide III
Department Specialist I
Department Specialist II
Department Specialist III
Library Assistant I
Library Assistant II
Library Assistant III
Medical Assistant I
Medical Assistant II
Office Assistant I
Office Assistant II
Office Assistant III
Peer Support Specialist
WIC Nutrition Assistant I
WIC Nutrition Assistant II
WIC Nutrition Assistant III

ARTICLE 34 POST INCENTIVE PAY – WELFARE FRAUD INVESTIGATORS

Employees in the classifications of Welfare Fraud Investigator I/II/III who possess a valid, current POST Intermediate certification shall be entitled to receive compensation in the amount of \$100 per month (\$46.15 per pay period). Eligible employees must submit appropriate certification to the department head prior to payment authorization.

ARTICLE 35 TERM

Except where otherwise specifically stated herein, this agreement shall be effective the first full pay period following ratification and approval of the Board of Supervisors through June 30, 2025.

ARTICLE 36 TRAINING NOTICE

Employees shall receive 48 working hours' advance notice of any mandatory training within the County scheduled to take place outside of the regularly scheduled work time and 5 working days' advance notice of any mandatory training outside the County scheduled to take place outside of the regularly scheduled work time. If an employee receives less than the specified advance notice, the training shall no longer be mandatory. However, the employee may elect to attend and still receive compensation in the same manner as if attendance had been mandatory.

ARTICLE 37 TERM LIFE INSURANCE

The County provides at County expense, a \$10,000 death benefit group term life insurance policy covering each represented employee. The life insurance coverage will terminate upon the employee's date of separation from County employment, whether through voluntary resignation, layoff, termination or retirement.

ARTICLE 38 RETIREE HEALTH BENEFIT:

This Article does not apply for employees who elect the PERS service credit.

- a) Employees hired after January 1, 1999, who have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an "account" to be used toward Kings County health insurance premiums, at a rate not to exceed the family option per month until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever ~~is~~ occurs first. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for

Medicare supplemental premiums until the money runs out. The retiree health benefit percentage shall be as follows:

Service Hours	Percent of compensation (based on hours) Retiree Health Benefit
20,801 - 31,200	25%
31,201 - 41,600	35%
41,601 and over	45%

To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's retirement from County service. Retiree health benefit payments may be used toward coverage for the employee's dependents only as long as the dependent(s) is eligible for coverage under the plan, has not reached Medicare eligibility and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare eligibility and there is money remaining in the account, the employee's covered dependent(s) may continue to use the account toward Kings County health insurance premiums or Medicare supplemental insurance premiums, if eligible as stated above. Any unused balance in the account remains the property of the County.

- b) Employees hired prior to January 1, 1999, who separate in good standing shall be allowed a one time irrevocable election to decide whether to receive the retiree health benefit option (if eligible) or cash as follows:

Service Hours	Percent of Compensation (based on hrs) <u>Cash</u>	OR	Percent of Compensation (based on hrs) Retiree Health Benefit
10,401 - 41,600	25%		40%
41,601 and over	30%		50%

Taxes will be paid by the employee on full cash distribution, or the portion of the deposit into the account that could have been taken in cash. Additionally, the cash benefit is taxable in the year the cash is received. Any unused balance in the account remains the property of the County.

- 1) Retiree health benefit option:

To qualify for the retiree health benefit (non-cash) employees must have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of separation from Kings County employment. A percentage of the dollar value of accrued sick leave (at time of retirement) will be put into an "account" to be used toward Kings County health insurance premiums.

The employee and any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's retirement in good standing from County service. Employees electing to utilize the retiree health benefit option must submit their election in writing to the County Department of Finance not later than 14 days after the effective date retirement. If the employee elects the retiree health benefit option, the County will pay up to the family option per month toward the employee's health insurance premium until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. Retiree health benefit payments may be used toward coverage for the employee's dependents only as long as the dependent(s) is eligible for coverage under the plan; has not reached Medicare eligibility and, in the case of children, only to the age permitted under the plan contract as dependent children. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. If the retiree dies prior to Medicare eligibility and there is money remaining in the account, the employee's dependent(s) may continue to use the account, if eligible as stated above. In the event of death of an eligible employee (while still employed in good standing), the qualifying eligible dependent(s) shall make a determination of either cash or the retiree health benefit option within 30 days of the death of the employee.

- 2) Cash benefit option:
Employees who fail to elect the retiree health benefit will be cashed out, if eligible. If the employee elects the cash option, the employee will receive the benefit if the employee separates in good standing as a result of resignation, layoff, retirement or death.

ARTICLE 39 DIRECT DEPOSIT OF PAYROLL CHECKS

Effective January 1, 2018, all employees shall be subject to mandatory participation in the direct deposit of their County payroll checks. Prior to the commencement of employment, any such employee shall complete a direct deposit sign-up/authorization form for the direct deposit of the payroll check.

ARTICLE 40 USE OF COUNTY MAIL AND EMAIL SYSTEMS

The Union shall have rights to utilize the County inter-office mail and email systems for the conduct of Association business as long as these communications contain no political endorsements for elected offices. Should this occur, the County reserves the right to revoke this provision.

ARTICLE 41 HUMAN SERVICES AGENCY CALL CENTER

The County anticipates that the HSA Call Center will be open and functioning by October 1, 2013. The Parties acknowledge that operation of the Call Center may have unforeseen impacts to employee's terms and conditions of employment which are not covered by the Parties' MOU. The County acknowledges its duty to meet regarding changes, or impacts, to terms and conditions of employment. The Union acknowledges that the County has specific rights delineated in Article 14 of the Parties' MOU and nothing within this article will abridge those rights.

ARTICLE 42 PUBLIC HEALTH DEPARTMENT PROFESSIONAL LICENSES

The County will pay for the professional license fees for unit members in the following classifications:

County Health Nurse I/II	\$140 every 2 years
Public Health Nurse I/II	\$140 every 2 years
Physical Therapist	\$200 every 2 years
Licensed Vocational Nurse I/II	\$155 every 2 years
Nurse Practitioner I/II	\$140 every 2 years
Physician's Assistant I/II	\$300 every 2 years
Environmental Health Officer I/II/III/IV	\$175 every 2 years
Registered Dietitian	\$50 annually
WIC Breastfeeding Coordinator	\$126 every 3 years
WIC Nutrition Assistant III	\$126 every 3 years

ARTICLE 43 INCORPORATION OF ALL PRIOR SIDE LETTERS (Appendix C)

The Parties mutually agree that all prior side letters are incorporated in to this MOU as listed on Appendix C.

ARTICLE 44 ORGANIZATIONAL SECURITY

No petition for the purposes of decertifying the existing formally recognized employee organization may be submitted during the term of this Agreement.

ARTICLE 45 SOCIAL SERVICES WORKERS – CPS

Upon request, and subject to Social Services Program Manager approval, Social Service – CPS workers who work more than 14 hours in a 24 hour period may utilize vacation or comp time in order to take time off the following day.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

C.L.O.C.E.A
REPRESENTATIVES

COUNTY OF KINGS AUTHORIZED
REPRESENTATIVES

Bill Shawhan, Administrator

Henie Ring, Human Resources Director

Mike Consenza

Carolyn Leist, Principal Personnel Analyst

Dave Eliason, President

Rosie Alvarez

Maria Hernandez

Leticia Navarro

Michelle Tovar

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APPENDIX A
COVERED CLASSIFICATIONS
GENERAL UNIT

Account Clerk I
Account Clerk II
Account Clerk III
Accountant I
Accountant II
Accounting Assistant
Acct Specialist-Treasury Ops
Accounting Technician
Ag & Standards Aide
Ag & Standard Inspector I
Ag & Standard Inspector II
Ag & Standard Inspector III
Ag Computer Systems Coordinator
Ag Research Assistant
Animal Control Officer I
Animal Control Officer II
Animal Control Officer III
Animal Services Outreach Coordinator
Animal Shelter Technician I
Animal Shelter Technician II
Appraisal Aide I
Appraisal Aide II
Appraisal Aide III
Appraiser I
Appraiser II
Appraiser III
Assessment Specialist I
Assessment Specialist II
Assessment Specialist III
Auditor-Appraiser I
Auditor-Appraiser II
Auditor-Appraiser III
Building & Planning Aide I
Building & Planning Aide II
Building Inspector I
Building Inspector II
Building Inspector III
Building Inspector IV
Cadastral GIS Tech I
Cadastral GIS Tech II
Cadastral GIS Tech III
Case Review Officer
CHI Case Manager
Child Health Counselor

Child Support Assistant
Child Support Assistant Trainee
Child Support Specialist I
Child Support Specialist II
Child Support Specialist III
Children's Med Services Worker
Clerk-Recorder Specialist I
Clerk-Recorder Specialist II
Clerk-Recorder Specialist III
Clinical Laboratory Technologist
Code Compliance Specialist I
Code Compliance Specialist II
Code Compliance Specialist III
Collections Assistant
Collector - Tax
Community Health Aide I
Community Health Aide II
Community Health Aide III
Community Outreach Specialist
Computer Forensics Spec I
Computer Forensics Spec II
Computer Support Tech I
Computer Support Tech II
County Health Nurse I
County Health Nurse II
County Surveyor
Crime Data Analyst
Database Administrator
Database Analyst I
Database Analyst III
Database Analyst III
Department Specialist I
Department Specialist II
Department Specialist III
Deputy Public Guardian
Deputy Sheriff Cadet
Dietitian
Elections Specialist I
Elections Specialist II
Elections Specialist III
Electronic Monitoring Tech
Eligibility Worker I
Eligibility Worker II
Eligibility Worker III
Emergency Dispatch Training Officer
Emergency Dispatcher I
Emergency Dispatcher II
Emergency Services Specialist
Employ & Training Technician I

Employ & Training Technician II
Employment & Training Worker I
Employment & Training Worker II
Employment & Training Worker III
Engineer I (Civil)
Engineer II (Civil)
Engineer III (Civil)
Engineering Technician I
Engineering Technician II
Environmental Health Officer I
Environmental Health Officer II
Environmental Health Officer III
Environmental Health Officer IV
Evidence Technician
Family Resource Assistant
Family Resource Coordinator
Finance Specialist
Fingerprint Technician I
Fingerprint Technician II
Fire Equipment Supply Specialist
Fire Equipment Supply Trainee
First 5 Resource Specialist
Fiscal Specialist I
Fiscal Specialist II
Fiscal Specialist III
Fleet Service Attendant
GIS Specialist I
GIS Specialist II
Health Educator
Healthcare Business Applications Specialist
Investigative Assistant
Jail Cook
Jail Cook Trainee
Juvenile Center Support Clerk
Juvenile Corrections Officer I
Juvenile Corrections Officer II
Juvenile Corrections-Officer III
Kennelworker
Laboratory Assistant I
Laboratory Assistant II
Laboratory Assistant III
Law Librarian/Small Claims Advisor
Legal Clerk I
Legal Clerk II
Legal Clerk III
Legal Secretary
Librarian I
Librarian II
Librarian III

Library Aide
Library Assistant I
Library Assistant II
Library Assistant III
Library Technology Specialist I
Library Technology Specialist II
Licensed Clinical Social Worker
Licensed Mental Health Clinician
Licensed Vocational Nurse I
Licensed Vocational Nurse II
Medical Assistant I
Medical Assistant II
Medical Billing Clerk I
Medical Billing Clerk II
Microbiologist
Microbiologist Trainee
Network Analyst I
Network Analyst II
Network Analyst III
Nutrition Educator
Occupational Therapist
Office Assistant I
Office Assistant II
Office Assistant III
Office Systems Analyst I
Office Systems Analyst II
Office Systems Analyst III
Paralegal
Permit Technician I
Permit Technician II
Permit Technician III
Physical Therapist
Planner I
Planner II
Planner III
Prevention Coordinator
Print and Mail Operator I
Print and Mail Operator II
Probation Aide
Process Server
Programmer Analyst I
Programmer Analyst II
Programmer Analyst III
Public Guard/Vet Services Case Worker
Public Guardian Accounting Technician
Public Health Emergency Planner
Public Health Nurse I
Public Health Nurse II
Purchasing Assistant

Radio Communications-Programmer
Records & Micrographics Tech I
Records & Micrographics Tech II
Recovery Support Coordinator I
Recovery Support Coordinator II
Recovery Support Coordinator III
Registered Dietitian
Registered Veterinary Technician
Right of Way Agency
Security Officer
Senior Health Educator
Senior Network Analyst
Senior Office Systems Analyst
Senior Programmer Analyst
Senior Social Service Worker
Senior Veterans Service Representative
Sheriff Records Clerk I
Sheriff Records Clerk II
Sheriff Records Clerk III
Sheriff's Investigative Asst.
Social Service Worker I
Social Service Worker II
Social Service Worker III
Social Service Worker I-CPS
Social Service Worker II-CPS
Social Service Worker III-CPS
Social Svc Practitioner-CPS
Social Services Assistant I
Social Services Assistant II
Staff Nurse
Support Services Specialist
System Support Specialist
Unlicensed Mental Health Clinician
Veterans' Service Representative I
Veterans' Service Representative II
Victim Witness Advocate I
Victim Witness Advocate II
Welfare Fraud Investigator I
Welfare Fraud Investigator II
Welfare Fraud Investigator III
Welfare Fraud Investigator Trainee
WIC Breastfeeding Coordinator
WIC Nutrition Assistant I
WIC Nutrition Assistant II
WIC Nutrition Assistant III
X-Ray Technician I
X-Ray Technician II
X-Ray Technician Trainee

GENERAL UNIT MOU
APPENDIX B
KINGS COUNTY GRIEVANCE PROCEDURE

Grievance Procedure

This section deals with the County's grievance procedures and methods are hereby established to assure systematic consideration of an individual employee's grievance in the interest of obtaining a fair and equitable solution.

Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County of Kings to provide efficient and continuous services to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions.

Explanation of Rules

1. Except where a remedy is otherwise provided for by State Law, the County Ordinance Code or these rules, any employee shall have the right to present a grievance arising from his/her employment in accordance with the provisions of this procedure.
2. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee shall have the assurance that filing of a grievance will not result in reprisal of any nature.
3. The aggrieved employee shall have the right to be represented or accompanied by a person of his/her choice if the complaint is not resolved at the informal level as provided for in step one of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor, as provided in step two of the grievance procedure.
4. The processing of a grievance shall be considered as County business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive, nor shall this privilege be abused.
5. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasions the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

6. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits.
7. Any person responsible for conducting any conference, meeting, or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
8. When two or more employees of the same department experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate supervisor, superior or department head who has the prime responsibility for all of the aggrieved employees. In any event the County retains the right to consider separate grievances together if they concern the same or similar problems.
9. The parties may mutually agree to waive any step of the grievance procedure.

Definitions

These definitions are related to the grievance procedure only and shall be superseded in all other cases by the Definitions Section of these rules.

1. Employee - An individual occupying a position allocated by the Board of Supervisors as part of the regular staffing of the department.
2. Immediate Supervisor - The individual who assigns, reviews or directs the work of an employee.
3. Superior - The individual to whom an immediate supervisor reports.
4. Representative - The person selected by the employee, to appear along with him/her in the presentation of his/her grievance.
5. Department Head - The administrative head of the department involved.
6. Grievance - A complaint of an employee relating to any phase of his/her employment or working conditions except matters that are within the exclusive field of management functions. This shall include, but not be limited to, a disagreement involving the work situation in which an individual employee believes that an injustice has been done because of:
 - a) A deviation from a policy; or,
 - b) The misinterpretation of a policy; or,
 - c) The misinterpretation or misapplication of a Statute, Ordinance or resolution of the Board of Supervisors relating to the employment of the individual.

Procedural Steps

1. Step 1 - When an employee becomes aware that dissatisfaction exists with his/her work or work situation, he/she should discuss the matter informally with the immediate

supervisor. Initial discussion should be sought by the employee not later than five working days after the alleged grievance occurred or after the employee should reasonably have been aware of the incident causing the grievance. The following provisions relating to formal grievance procedure do not restrict the employee and supervisor from seeking advice and counsel from superiors and department heads when:

- a) Mutually consented to by employee and supervisor.
 - b) It appears that settlement can be reached at this informal level.
2. Step 2 - If, within five working days, a mutually acceptable solution has not been reached at the informal level, the employee shall submit the grievance in writing to the immediate supervisor's superior. At this point, the grievance hearing process becomes formal and the employee may choose to be accompanied by a representative of his/her choice. After formal hearing, the supervisor's superior will render a written decision within five working days.
3. Step 3 - If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance be presented to the department head for review. This request must be made within five working days of the receipt of the written decision. The department head will hear the grievance and give a written decision within five working days of the receipt of the formal grievance papers.
4. Step 4 - If the employee is dissatisfied with the decision of the department head, he/she may, within five working days of the receipt of that decision, request that the grievance be presented to the Appeals Board for review. A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

Grievances Confidential

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

GENERAL UNIT MOU
APPENDIX C
INCORPORATION OF ALL PRIOR SIDE LETTER

Dated	Union signed	County signed	Subject
8/1/1989	8/1/1989	8/1/1989	Administrative Personnel Practices
3/22/1991	3/25/1991	3/25/1991	Governing Requirement to Fingerprint Janitorial Staff
3/10/1994	3/14/1994	3/10/1994	Appraiser & Auditor-Appraisers 4/10 schedule
2/2/1999	2/8/1999	2/2/1999	Mileage Reimbursement
8/28/2001	8/29/2001	8/28/2001	9/80 Work Schedule - Health Department
1/11/2002	1/14/2002	1/11/2002	Flex Schedule for MSW education purposes
1/15/2002	1/18/2002	1/15/2002	9/80 Work Schedule - JTO (Job Training Office)
3/20/2002	3/29/2002	3/20/2002	Flex Schedule for Library Services Coordinator
5/13/2002	5/15/2002	5/13/2002	Retiree Health Program Expansion
10/23/2002	10/30/2002	10/23/2002	Alternate Schedules in Sheriff Records and Dispatch
9/15/2003	9/18/2003	9/15/2003	Dress Code (Information Technology Department)
6/8/2004	6/17/2004	6/8/2004	Dress Code (Probation Department)
12/14/2004	12/14/2004		Written Reprimand not appealable
3/16/2005	3/18/2005	3/16/2005	Sick Leave Conversion Language
11/2/2005	11/4/2005	11/2/2005	Weekend Crew Assignments- PW, Roads Division
11/10/2005	11/14/2005	11/10/2005	Holiday Work Schedule for 2005 Only- PW, Roads Division
7/26/2006	7/27/2006	7/26/2006	Work Schedules in Parks Division of Public Works
8/11/2006	8/18/2006	8/11/2008	Work Schedule in Sheriff Dispatch
10/23/2006	10/24/2006	10/23/2006	12 Hour Shift Schedule in Sheriff's Dispatch
10/30/2006	11/2/2006	10/30/2006	Probationary Period Change for Sheriff Records Clerk Class
11/3/2006	11/3/2006	11/3/2006	Social Service Worker II/III, Prac I Minimum Qualifications
3/27/2007	3/28/2007	3/27/2007	9/80 Pilot Work Schedule Program for Social Serv. Division
3/27/2007	3/28/2007	3/27/2007	Revision to Side Letter 11/3/2006, Social Serv. Wker Min Quals
5/22/2007	5/31/2007	5/22/2007	Work Schedules in Parks Division of Public Works
7/11/2007	7/11/2007	7/17/2007	Annual Leave Sign-Up Procedure, Sheriff's Office- 911 Dispatch
8/2/2007	8/2/2007	8/2/2007	Maintenance of Membership (Article 4)
10/15/2007	10/17/2007	10/15/2007	Flex Schedule in First 5 Commission Office
11/19/2007	11/23/2007	11/19/2007	Correction to 9/80 Revision Side Letter - Health Department
11/16/2007	11/16/2007	11/16/2007	Revision to Side Letter - 9/80 Work Schedule, Health Dept.
2/22/2008	2/23/2008	2/22/2008	Work Schedule for Deputy Sheriff Cadet
4/8/2008	4/10/2008	4/8/2008	Holidays (Article 19)
5/5/2008	5/7/2008	5/5/2007	Eight (8) Hour Workday Flex Schedule for Child Support
7/17/2008	7/18/2008	7/17/2008	Parks Division - Change Rest Period Schedule
8/11/2008	8/14/2008	8/11/2008	Proposed Change 9/80 Schedule Agreement - Human Serv.
12/11/2008	12/11/2008	12/11/2008	Dress Code, Ag Commissioner's Office
8/28/2009	8/28/2009	8/28/2009	Reduce EAP benefit from 6 to 3 visits

2/23/2010	2/24/2010	2/23/2010	4/10 Work Schedule Agreement; Process Server- DA's Office
7/6/2010	7/6/2010	7/6/2010	Uniform Allowance for Fire Department positions
8/5/2010	8/5/2010	8/5/2010	Uniform Allowance for Senior Emergency Dispatcher
8/16/2010	8/16/2010	8/16/2010	Discontinuation of Human Services Van Transport to Corcoran
9/17/2010	9/21/2010	9/17/2010	Alternate Schedules in Sheriff Records
10/28/2011	10/28/2011	10/28/2011	4/10 Work Schedule for Building Maintenance Workers in PW
12/5/2011	12/5/2011	12/5/2011	Shift Change for Juvenile Center Support Clerks
12/15/2011	12/15/2011	12/15/2011	Shift Bidding Process Juvenile Center Facilities in Probation

APPENDIX D
SIDE LETTER BETWEEN THE COUNTY OF KINGS (COUNTY) AND
GENERAL MEMBERSHIP OF CLOCEA
April 2015

The County and CLOCEA agree that a 1/10th of an hour rounding rule shall be applied to timekeeping processes for all hourly employees. Therefore the County and CLOCEA agree to abide by the rounding chart provided as follows in creating and applying work rules relative to rounding in the PeopleSoft Time and Labor module:

Chart to convert Minutes to Tenths of an Hour

Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported
1 min.	0.0	21 min.	0.4	41 min.	0.7
2 min.	0.0	22 min.	0.4	42 min.	0.7
3 min.	0.1	23 min.	0.4	43 min.	0.7
4 min.	0.1	24 min.	0.4	44 min.	0.7
5 min.	0.1	25 min.	0.4	45 min.	0.8
6 min.	0.1	26 min.	0.4	46 min.	0.8
7 min.	0.1	27 min.	0.5	47 min.	0.8
8 min.	0.1	28 min.	0.5	48 min.	0.8
9 min.	0.2	29 min.	0.5	49 min.	0.8
10 min.	0.2	30 min.	0.5	50 min.	0.8
11 min.	0.2	31 min.	0.5	51 min.	0.9
12 min.	0.2	32 min.	0.5	52 min.	0.9
13 min.	0.2	33 min.	0.6	53 min.	0.9
14 min.	0.2	34 min.	0.6	54 min.	0.9
15 min.	0.3	35 min.	0.6	55 min.	0.9
16 min.	0.3	36 min.	0.6	56 min.	0.9
17 min.	0.3	37 min.	0.6	57 min.	1.0
18 min.	0.3	38 min.	0.6	58 min.	1.0
19 min.	0.3	39 min.	0.7	59 min.	1.0
20 min.	0.3	40 min.	0.7	60 min.	1.0

GENERAL UNIT MOU
APPENDIX E



COUNTY OF KINGS

DEPARTMENT OF HUMAN RESOURCES

County Government Center
1400 West Lacey Boulevard
Hanford, CA 93230
Phone (559) 852-2510
Fax (559) 585-1036

Leslie McCormick Wilson, Director

EQUAL OPPORTUNITY EMPLOYER

November 28, 2016

Bill Shawhan
C.L.O.C.E.A.
113 N. Irwin Street
Hanford, California 93230

Re: Side Letter Between County of Kings (County) and C.L.O.C.E.A. – General Unit

This is to confirm that C.L.O.C.E.A. – General Unit and the County of Kings hereby agree that ten names will constitute a basic certification for open recruitment employment lists. This type of recruitment is normally conducted to fill vacancies which are either entry level in nature or not a normal progression in a series.

C.L.O.C.E.A. – General Unit and the County have mutually agreed to the following changes to the Kings County Personnel Rules, Chapter 4, "Selection Process", Section 4052 – 4053.3 regarding the changes to eligible list resulting from Open Recruitments as follows:

4052 Number of Eligibles to be Certified to Permanent Positions

4052.1 To a One-Position Vacancy

Five names constitute a basic certification (ten names when there was an Open Recruitment).

An exception to the certification of five eligibles (ten eligibles for Open Recruitments) exists when there is a departmental layoff list, in which case only the eligible highest ranking on the layoff list will be certified.

4052.2 To Multiple Vacancies

Four names in addition to the number of vacancies constitutes a basic certification (nine names in addition to the number of vacancies when there was an Open Recruitment).

4052.3 Incomplete Certification

If there are less than five eligible available (less than ten eligible for Open Recruitments) on an employment list, the Personnel Department will make a certification in response to the department's request. The department may, at its discretion, make an appointment from those certified or request additional eligibles to provide complete certification.

4052.4 Resolving Ties

When the score for the last certifiable name on an eligible list is the same score as one or more eligibles following, all names having that same score shall be certified.

If this revision meets with the Union's approval, please sign, date and return this document to me no later than December 9, 2016. A fully executed copy will be returned to you for your records.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.

GENERAL UNIT:

COUNTY:

Original signatures kept on file

**GENERAL UNIT MOU
APPENDIX F**

LETTER OF AGREEMENT
BETWEEN
THE COUNTY OF KINGS
AND
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS
C.L.O.C.E.A
November 20, 2017

This is to confirm that, effective January 1, 2018, C.L.O.C.E.A. – General Unit and the County of Kings hereby agree to the proposed changes to the Kings County Human Services Agency (HSA) scheduled hours as follows:

8:00 a.m. - 4:30 p.m.	Operational hours to the public; lobbies open to the public
9:00 a.m. - 4:30 p.m.	Core hours
7:30 a.m. - 9:00 a.m.	Flex start time (employee arrival time)
4:30 p.m. – 6:00 p.m.	Flex end time (employee departure time)

For staff located in Corcoran and Hanford, the impact will be the same. The current practice of having officers of the day that have preset schedules to ensure coverage will continue across all divisions even with the change of hours.

The department will review the above listed flex schedule after approximately 6-8 months to determine and evaluate the impacts of the schedule and the lobby flow.

Please note that the lobby and schedule hours in Avenal are still under review.

If the above represents your understanding of our agreement, please sign, date and return this agreement to me no later than Wednesday, November 22, 2017. A fully executed copy will be returned to you for your records.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.

GENERAL UNIT:

Original signatures kept on file

Bill Shawhan
Administrator

Date

COUNTY:

Original signatures kept on file

Leslie McCormick Wilson
Human Resources Director

Date

GENERAL UNIT MOU
APPENDIX G



COUNTY OF KINGS

DEPARTMENT OF HUMAN RESOURCES

County Government Center
1400 West Lacey Boulevard
Hanford, CA 93230
Phone (559) 582-3211 x 2510
Fax (559) 585-1036
Job Hotline (559) 583-7631

December 7, 2017

Bill Shawhan,
C.L.O.C.E.A.
113 N. Irwin Street
Hanford, California 93230

Re: General Unit Side Letter of Agreement
Shift Rotation Process for Probation Department Juvenile Facilities - Juvenile
Corrections Officer III (JCO III)

Dear Bill:

This is to confirm that the Union and the County of Kings have met and conferred on the shift rotation process for Juvenile Corrections Officer III employees in the Probation Department Juvenile facilities. Bill Shawhan and Marquis Blevins with CLOCEA and Deputy Probation Chief Leonard Bakker met to review a draft proposal and agreed to the conceptual terms on November 28, 2017.

Based on that discussion, attached is the proposed version of the shift rotation procedure. If the attached procedure represents your understanding of our agreement, please sign below and return an original for our files. If you have any questions, please feel free to contact me at 852-2512. Thank you for your attention to this matter.

Sincerely,

Original signatures kept on file

Leslie McCormick Wilson
Human Resources Director

Understood and agreed to:

Original signatures kept on file

Original signatures kept on file

Bill Shawhan, C.L.O.C.E.A.

H:\mou\loa\gen17-03.doc

Date

SHIFT ROTATION PROCEDURE
PROBATION DEPARTMENT JUVENILE FACILITIES
Juvenile Corrections Officer III (JCO III)

Shift rotation in the Probation Department Juvenile Facilities for JCO III employees will be accomplished as follows:

- 1) Shifts will be for a duration of six months and will be effective in the first full pay period of January and July each year. Employees affected are already aware of and expect the intended change to take effect on January 1, 2018. Therefore, the first shift change for 2018 will be effective pay period 2 (January 1, 2018).
- 2) To initiate the JCO III shift rotation, the Department will post and/or distribute the current Department seniority by service hours. Employees will be given a specific time slot to make their shift selection by rank in seniority order. An employee may provide their preferences in writing in advance in lieu of being called at their option, and the department will make every effort to accommodate those selections if the employee can not be reached. However, if the employee fails to respond at their designated time, the department will consider their request at the time received. If no request is received prior to completion of the bidding process, the department will assign the shift.
- 3) Employees on either initial or promotional probation will not be permitted to participate in the bidding process. The department will assign the shift of such employees at the beginning of the process to ensure appropriate supervision is provided during the probationary period.
- 4) The completed schedule will be posted at least 30 days prior to the scheduled implementation date for shift rotation to permit sufficient notice to employees with considerations for child care, school, transportation, etc.
- 5) The County reserves the right to re-assign an employee to a different shift to maintain required staffing. This may result from the requirement to maintain a female on shift, or the need to accommodate other employees' medical or workers' compensation needs, or other operational business necessities.
- 6) Trial Basis. The JCO III shift rotation process is proposed on a six month trial basis. Unless either party sends written notice to cancel the rotation program, it shall become permanent after July 31, 2018.
- 7) Nothing in this policy waives the County's Rights pursuant to Article 14 of the Memorandum of Understanding between the County and C.L.O.C.E.A. (the General Unit).

Proposed Schedule & Rotation (Juvenile Corrections Officer III)

TIME	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
<u>0500</u> <u>TO</u> <u>1300</u>	<u>S1</u>	<u>S3</u> <u>S1</u>	<u>S3</u> <u>S1</u>	<u>S3</u> <u>S1</u>	<u>S3</u>	<u>S3</u>	<u>S1</u>
<u>1300</u> <u>TO</u> <u>2100</u>	<u>S4</u>	<u>S2</u> <u>S4</u>	<u>S2</u> <u>S4</u>	<u>S2</u> <u>S4</u>	<u>S2</u>	<u>S2</u>	<u>S4</u>
<u>2100</u> <u>TO</u> <u>0500</u>		<u>S5</u>	<u>S5</u>	<u>S5</u>	<u>S5</u>	<u>S5</u>	

S1 = Tuesday thru Saturday, 0500 to 1300
 S2 = Tuesday thru Saturday, 1300 to 2100
 S3 = Sunday thru Thursday, 0500 to 1300
 S4 = Sunday thru Thursday, 1300 to 2100
 S5 = Tuesday thru Saturday, 2100 to 0500

**GENERAL UNIT MOU
APPENDIX H**

LETTER OF AGREEMENT BETWEEN
THE COUNTY OF KINGS
AND
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS (C.L.O.C.E.A.)
February 14, 2019

This is to confirm that effective March 4, 2019, C.L.O.C.E.A. – General Unit and the County of Kings hereby agree to the proposed temporary changes to the Kings County Human Services Agency (HSA) scheduled hours as follows for the Avenal outstation:

8:30 a.m. – 4:00 p.m.	Operational hours to the public; Avenal lobby open to the public. NOTE: EW/OA/ETW assigned will need to arrive at the office by 8:15 a.m. and remain until 4:30 p.m.
9:00 a.m. – 4:30 p.m.	Core hours
7:30 a.m. – 9:00 a.m.	Flex start time (employee arrival time)
4:30 p.m. – 6:00 p.m.	Flex end time (employee departure time)
12:00 p.m. – 1:00 p.m.	Offices closed to allow for lunch breaks.

The hours indicated above will be in place until the permanent Avenal location is built. At which time, the hours will change to 8:00 a.m. to 4:30 p.m. Accordingly, at that time, EW/OA/ETW assigned will need to arrive at the office by 7:45 a.m. and remain until 4:30 p.m.

Staff will directly report to the Avenal outstation in their own vehicle, thus eliminating the use of a County vehicle to transport staff to and from Avenal to start and end their day. A County vehicle will be made available at the Avenal outstation for staff to conduct business in and around Avenal as needed, and for employees whose work activities require travel away from and back to the Avenal office.

The Department will seek out those staff who live locally in or around Avenal to staff the outstation, if none exist volunteers will be sought before having to assign staff. The Avenal outstation assignment will be a one year staffing assignment unless the staff desire to extend. The Department is hoping to build a better location at which time the length of assignment will be revisited to match those of Corcoran and other outstations of 2 years in length.

While in the temporary location, due to limited staff able to work in the current location, staff will provide the standard three (3) day notice for one (1) day appointments requiring their absence. To assist with scheduling and planning, staff will provide three (3) weeks notice for vacation requests of one (1) week or more. More advance notice is always appreciated but not required.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.

Bill Shawhan
CLOCEA Administrator

Original signature kept on file

Leslie McCormick Wilson Date _____
Human Resources Director

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO
THE KINGS COUNTY BOARD OF SUPERVISORS

AND

SUPERVISORS UNIT MEMBERSHIP OF
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS
C.L.O.C.E.A

~~July 5, 2017 – July 5, 2020~~

July 1, 2021 through June 30, 2025

BY AND BETWEEN

AUTHORIZED REPRESENTATIVES OF KINGS COUNTY
(hereinafter "County")

AND

AUTHORIZED REPRESENTATIVES OF C.L.O.C.E.A,
(hereinafter "Union")

MEMORANDUM OF UNDERSTANDING – SUPERVISORS UNIT EMPLOYEES

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MEMORANDUM OF UNDERSTANDING - SUPERVISORS UNIT EMPLOYEES

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MEMORANDUM OF UNDERSTANDING - SUPERVISORS UNIT EMPLOYEES

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ARTICLE 1 PREAMBLE

Representatives of the County of Kings and representatives of the California League of City Employees Associations, C.L.O.C.E.A, have met and conferred in good faith and have mutually agreed as a result of that process to recommend to the Kings County Board of Supervisors and the Supervisors Unit Membership of California League of City Employees Associations, C.L.O.C.E.A, adoption of this Memorandum of Understanding and implementation of its terms and conditions of employment.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the County's Employer-Employee Relations Policy and Chapter 10, Division 4 of the California Government Code (Section 3500 et seq.) the County has recognized California League of City Employees Associations, C.L.O.C.E.A, hereinafter shown as union, as the exclusive representative of all permanent County Employees in the Supervisory employees' bargaining unit (see Appendix A).

ARTICLE 3 PAYROLL DEDUCTION

It is understood and agreed by the parties that, pursuant to Article III, Section 14, of the Employer-Employee Relations Policy, the Union has the right to payroll deduction of membership dues and insurance premiums upon written authorization by the affected employee. Such deductions shall be made bi-weekly and forwarded to the Union.

ARTICLE 4 MAINTENANCE OF MEMBERSHIP

1. Beginning the effective date of this Agreement, all regular full time unit employees who are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall have Union dues deducted from their paychecks during the term of this Agreement, subject however, to the right to resign from Union membership during a thirty (30) calendar day window period commencing ninety (90) calendar days prior to the termination date of the agreement, and discontinue further Union dues deductions. Exceptions to this requirement are permissible only upon written release authorized by the Union.
2. The Union shall furnish any information needed by the County to fulfill its obligations under the provisions of this Article.
3. The Union shall indemnify and hold harmless the County and its Board individually and collectively from any legal costs and/or damages arising from

claims, demands or liability by reason of litigation arising from this Article. The Union agrees to pay to the County all legal fees and legal costs incurred in defending the County or its' Board against any court action and/or administrative action challenging the legality or constitutionality of the provisions of this Article or its implementation.

ARTICLE 5 FULL UNDERSTANDING

The Union and the County agree that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this present document represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

ARTICLE 6 CURRENT CHANGES IN TERMS AND CONDITIONS

It is understood and the parties agree that the only changes in terms and conditions of employment intended at this time are those specifically provided herein.

ARTICLE 7 MAINTENANCE OF BENEFITS

It is understood and the parties agree that for the term of this Agreement changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "meet and confer" process and by mutual consent of the parties.

Changes in other terms and conditions of employment, not specifically referenced herein, may only be accomplished pursuant to applicable law.

ARTICLE 8 WAIVER OF APPEAL

It is understood and agreed that the waiver of appeal of any breach of any term or condition of employment, by either party, shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 9 SAVINGS

If any article or section of this Agreement, or any addition thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of

the Agreement shall not be affected thereby, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such invalid or restrained article or section.

ARTICLE 10 ACCESS RULE

It is agreed that in the event a County Department Head formally objects to Union Representatives visiting a work location, the Representatives must provide notice to the County Human Resources Department one hour in advance of visits to such work location. Further, it is understood that regardless of objection or lack thereof, Union Representatives are not to disrupt the work of County employees in any fashion, or solicit Union membership on County time. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. Union Representatives may not utilize employee only entrances and may be required to be escorted into various areas of work space at the discretion of the Department Head.

ARTICLE 11 UNION INFORMATION FOR NEW EMPLOYEES

It is understood that the County will not solicit members for the Union, but it is agreed that the County will inform all eligible new employees about the Recognized Employee Organization by providing membership materials supplied by the Union.

ARTICLE 12 STEWARDS RELEASE TIME

It is understood by the County and the Union that good organization, competent leadership, and well-informed representatives for both Management and Labor improve the employer-employee relationship and the communication process. Further, it is understood and agreed that morale and job performance may be directly related to a healthy, balanced, and mutually respectful employer-employee relationship. Consistent with the foregoing, it is therefore agreed that the Union may designate up to three (3) Shop Stewards who will be granted four (4) hours per month of release time to attend meetings of the Union Board of Stewards. All employees shall be released on the same day as designated by the Union, and the stewards' meetings shall be held at a site other than on County premises. Such release time may not be accumulated from month to month; employees who are sick or otherwise absent from work waive their right to release time

The Union may designate up to seven representatives who shall be authorized to attend all negotiation meetings between the Union and County. Three representatives shall be authorized to attend meetings of both the Health Insurance and Labor/Management committees.

ARTICLE 13 NO STRIKE -- NO LOCKOUT

During the term of this Memorandum of Understanding, C.L.O.C.E.A, its staff, elected officials, agents and members agree that they shall neither encourage nor engage in any strike, work stoppage, slowdown, sick-out, or other concerted refusal to work for or against Kings County.

In the event of a violation of this agreement, C.L.O.C.E.A agrees to contact the offending party, notify them that they are in violation of the agreement, and that their actions are not supported by the Union. C.L.O.C.E.A agrees to use whatever authority it may possess at the time to halt any such violation.

Union members who violate this policy shall be subject to discharge or other discipline by the County without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited activity.

Any violation of this agreement by any person not an employee of the County but acting as an agent or representative of C.L.O.C.E.A shall be grounds for Kings County to withdraw the Union's payroll deduction privilege.

The County shall not lockout employees.

ARTICLE 14 COUNTY RIGHTS

Except as otherwise specifically provided in this Agreement, the County has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- a) To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- b) To manage all facilities and operations of the County, including the methods, means and personnel by which County operations are to be conducted.
- c) To schedule working hours and assign work.
- d) To establish, modify or change work schedules or standards.
- e) To direct the working forces, including the right to hire, assign, promote, demote or transfer any employee.
- f) To determine the location of all plants and facilities.
- g) To determine the layout and the machinery, equipment or materials to be used.
- h) To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- i) To determine the size and composition of the workforce.

- j) To determine policy and procedures affecting the selection or training of employees.
- k) To establish, assess and implement employee performance standards including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- l) To control and determine the use and location of County property, material, machinery and/or equipment.
- m) To schedule the operation of and to determine the number and duration of shifts.
- n) To determine safety, health and property protection measures.
- o) To transfer work from one job to another or from one plant or unit to another.
- p) To introduce new, improved or different methods of operation or to change existing methods.
- q) To lay off employees from duty for lack of work, lack of funds or any other reason.
- r) To reprimand, suspend, discharge or otherwise discipline employees.
- s) To establish, modify, determine, or eliminate job classifications.
- t) To promulgate, modify and enforce work and safety rules and regulations.
- u) To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- v) To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.

ARTICLE 15 GRIEVANCE PROCEDURE (See Appendix B)

ARTICLE 16 SICK LEAVE

- 1. Accrual
 - a. All regular full-time and regular part-time employees hired prior to January 1, 1999, shall be entitled to point zero-four-six-one-five-four (.046154) hours of sick leave with pay for each hour of the actual hours of regular employment.
 - b. All regular full-time and regular part-time employees hired after January 1, 1999 will accrue sick leave as follows:

<u>Service Hours</u>	<u>Hours Earned</u>	<u>Sick leave earned at the rate of (based on hours worked)</u>
0 - 10,400	80 (10 days)	.038462
10,401 - 20,800	88 (11 days)	.042308
20,801 +	96 (12 days)	.046154

2. Absence Due to Death in Family (Section 7012.2 of Personnel Rules listed for reference purposes only).

Whenever any regular full-time or regular part-time employee is compelled to be absent from duty by death in the employee's immediate family, accumulated sick leave with pay, up to forty (40) regular working hours (Fire Unit - 72 hours) may be granted upon the recommendation of the department head and approval of the Director.

Immediate family, for the purposes of this section, is defined as follows:

- Children (Legal Wards)
- Parents
- Grandchildren
- Grandparents
- Brothers
- Sisters
- Spouse or Registered Domestic Partner
- Whether by blood or marriage or adoption.

ARTICLE 17 USE OF EMPLOYEE BENEFITS

No employee shall be discriminated against or disciplined for the legitimate use of any right, privilege or benefit.

ARTICLE 18 VACATION

1. An eligible employee may accrue vacation at the appropriate rate applicable to the employees' length of service (2080 hours of actual service as defined in the County Personnel rules equals one year) as follows:

- a) Employees hired prior to January 1, 1999:

<u>Service Hours</u>	<u>Hours (days) Earned (based on hrs)</u>	<u>Rate (based on hours)</u>
0 - 10,400	96 (12 days)	.046154
10,401 - 20,800	120 (15 days)	.057693
20,801 - 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

b) Employees hired January 1, 1999 or later:

<u>Service Hours</u>	<u>Hours (days) Earned (based on hrs)</u>	<u>Rate (based on hours)</u>
0 - 4,160	80 (10 days)	.038462
4,161 - 10,400	96 (12 days)	.046154
10,401 - 20,800	120 (15 days)	.057693
20,801 - 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

2. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (as set forth in 1a and 1b above) until the employee reaches one of the following accrued hours of vacation limits:

<u>Hours (days) Earned (based on hrs)</u>	<u>Maximum Vacation Accumulation Limits</u>
80 (10 days)	160 hours
96 (12 days)	192 hours
120 (15 days)	240 hours
140 (17.5 days)	280 hours
160 (20 days)	320 hours

Once the appropriate accumulation limit has been reached, the employee shall cease to earn additional vacation until the employee's accumulated vacation balance falls below the limits listed above.

ARTICLE 19 HOLIDAYS

The following provisions of this Article are the entire policies and procedures affecting holidays provided Miscellaneous Employees:

1. The days established as holidays are:

January 1, New Year's Day
Third Monday in January, Martin Luther King Day
Third Monday in February, Presidents Day

Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
November 11, Veterans Day
The day designated as Thanksgiving Day
The day following Thanksgiving Day
Half-day (4 hours) the working day before the day observed as
Christmas Day. ~~County offices close at noon.~~
December 25, Christmas Day
Half-day (4 hours) the working day before the day observed as New
Year's Day. ~~County offices close at noon.~~
Such other days as the Board of Supervisors may determine by
resolution.

Paid Closure

In ~~2017, 2018 and 2019~~ 2021, 2022, 2023, and 2024 County offices (where possible) will be closed to the public the week after Christmas providing three and one-half days of holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off in their department due to 24-hour shift requirements, these employees shall be paid straight-time holiday in-lieu pay, up to the actual amount of time worked, not to exceed 28 hours for 2021, 2022, 2023, and 2024, during that week.

Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.

The specific dates for these additional ~~28~~ hours of holiday time are as follows:

~~2017~~

~~Tuesday, December 26, 2017 — 8 hours~~

~~Wednesday, December 27, 2017 — 8 hours~~

~~Thursday, December 28, 2017 — 8 hours~~

~~Friday, December 29, 2017 — 4 Hours~~

~~2018~~

~~Wednesday, December 26, 2018 — 8 hours~~

~~Thursday, December 27, 2018 — 8 hours~~

~~Friday, December 28, 2018 — 8 Hours~~

~~Monday December 31, 2018 — 4 hours~~

2019

Thursday, December 26, 2019 – 8 hours

Friday, December 27, 2019 – 8 hours

Monday, December 30, 2019 – 8 hours

Tuesday, December 31, 2019 – 4 hours

2021

Tuesday, December 28, 2021 – 8 hours

Wednesday, December 29, 2021 – 8 hours

Thursday, December 30, 2021 – 8 hours

Friday, December 31, 2021 – 4 hours

2022

Tuesday, December 27, 2022 – 8 hours

Wednesday, December 28, 2022 – 8 hours

Thursday, December 29, 2022 – 8 hours

Friday, December 30, 2022 – 4 hours

2023

Tuesday, December 26, 2023 – 8 hours

Wednesday, December 27, 2023 – 8 hours

Thursday, December 28, 2023 – 8 hours

Friday December 29, 2023 – 4 hours

2024

Thursday, December 26, 2024 – 8 hours

Friday, December 27, 2024 – 8 hours

Monday, December 30, 2024 – 8 hours

Tuesday December 31, 2024 – 4 hours

The parties agree that so long as a current Memorandum of Understanding (MOU) has not expired, CLOCEA shall receive the holiday closure consistent with the Article above (28 hours). When necessary, the parties agree to meet no later than September 1st or as needed to designate the dates for the holiday closure. In the event that an MOU term expires (Article 35), the holiday closure shall not be guaranteed and will be extended by Side Letter Agreement only.

2. Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.

3. Any employee who is required to work, by reason of the nature of the service of the department or by reason of a regularly scheduled workweek other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled workweek of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.
4. When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
5. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
6. Only 8 hours of holiday pay is permitted on any one full-day holiday. Only 4 hours of holiday pay is permitted on any half-day holiday. If the regular day exceeds 8 hours and the employee does not work it, vacation or comp time must be used for the difference.
7. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.
8. Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.
9. An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account ~~on or around the first full pay period 15 in July~~ of every year. This time shall not become vested until added to the account. If the accrual of these 8 hours would cause the employee to reach or exceed their accrual cap, the employee shall not lose any of these hours, however, the employee will not accrue any additional vacation until they are below the vacation limit.

ARTICLE 20 OVERTIME COMPENSATION

1. All employees shall receive FLSA overtime consistent with existing law.
2. For non-law enforcement personnel FLSA overtime shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate for authorized hours worked in excess of forty (40) hours per work week. The workweek is defined as seven (7) consecutive calendar days, Monday through Sunday (unless a 9/80 is approved).

3. For law enforcement personnel (i.e. welfare investigator and juvenile correctional officer classifications) FLSA overtime shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate for authorized hours worked in excess of 80 in a 14 day work period.
4. Only hours worked shall be counted as time worked for purposes of computing time and one-half overtime, except that hours paid for pre-approved vacation, comp-time, and holidays shall be counted as hours worked for purposes of computing overtime. Sick leave, and vacation in-lieu and comp-time in-lieu of sick leave shall not count as hours worked.
5. The County will pay an amount equal to time and one-half over and above the current hourly rate of pay for an employee required to work in excess of eight (8) hours per workday or an approved alternate longer regular work-shift. A workday is defined as a 24-hour period.
6. It is specifically understood that overtime does not apply to unauthorized hours of work or standby time.
7. All overtime worked shall be either paid on the payday following the pay period in which it was earned, or accumulated to be taken as compensatory time off. Compensatory time shall be accumulated at the same rate as overtime and may be taken off at a time designated by the employee with the approval of the Department Head or his/her designee.

ARTICLE 21 COMPENSATORY TIME OFF

Compensatory time is any time which may be taken off by an employee in lieu of cash payment for hours worked beyond the normal work period. Compensatory time is accrued at the same rate as overtime. All time to be taken as compensatory time is to be formally recorded. Employees with thirty hours or less accrued compensatory time may elect to use vacation or compensatory time. Employees with more than thirty accrued hours compensatory time shall use compensatory time before using vacation time. The accrual cap for compensatory time off for members of this unit is 60 hours.

ARTICLE 22 MILEAGE REIMBURSEMENT

Employees may be required to use personal vehicles for travel in performance of their duties. In this case, the mileage shall be reimbursed at the rate allowable under I.R.S. regulations as determined and administered by the Director of Finance.

ARTICLE 23 CALL BACK PAY

1. The County will compensate employees for a minimum of two (2) hours at the overtime rate when they are called back for active duty and have previously departed the work site. Call back will begin when the employee arrives at the regular work site. However, employees who report to a place other than their regular work site will receive call back for any time beyond the employees' normal commute to and from his or her regular work site.
2. Minimum "call-back shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off-duty to handle work over the phone or by computer, the employee shall be compensated for one-half (1/2) hour straight time pay (equals 20 minutes at 1.5 overtime rate) or actual time spent on the call, computer or otherwise performing authorized overtime work which does not require the employee to physically travel to the worksite, whichever is greater.

ARTICLE 24 STANDBY PAY

Employees shall receive two dollars (\$2.00) for each hour of formally assigned standby time. Standby time shall be defined as that time other than the normal duty shift during which an employee is required to remain available for call and ready for duty. Employees shall be assigned standby for no less than twelve (12) hours.

ARTICLE 25 FAMILY ILLNESS LEAVE

In compliance with Labor Code 233, an employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to:

- 1) A child, which for purposes of this article means a biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
- 2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- 3) A spouse;

- 4) A registered domestic partner;
- 5) A grandparent;
- 6) A grandchild; or
- 7) A sibling.

The categories of qualifying family members defined above are defined by law as of the signing of this agreement. The intent of this section is to reflect the requirements of current law and this section is not intended to contradict, supplement, or diminish these legal requirements. Accordingly, any changes to such applicable laws shall supersede this MOU section.

All conditions and restrictions placed by the County upon the use by an employee of sick leave shall also apply to use by an employee of sick leave to attend to an illness of their family member as defined above. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave.

Employees shall indicate requests for family illness leave on an appropriate County form prior to approval. All time utilized as family illness leave shall be formally recorded.

ARTICLE 26 UNIFORM ALLOWANCE

For the term of this Agreement and subject to the conditions described in Article 26, the following classes shall receive a yearly uniform allowance in the amount indicated:

Building Maintenance Supervisor	\$150
Juvenile Corrections Lieutenant	\$400 <u>\$450</u>
Janitor Supervisor	\$150
Records Supervisor & Automation Coordinator	\$275
Senior Emergency Dispatcher	\$275
Senior Jail Cook	\$275
<u>Supervising Building Operations Specialist</u>	<u>\$202</u>

1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Only the initial uniform allowance paid to employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.

2. Eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period.
3. For employees hired on or after January 1, 2013 and designated as "new members" to CalPERS, any uniform allowance will not be subject to PERS pursuant to AB 340/SB197 (Pension Reform Act of 2013).

ARTICLE 27 DISABILITY INSURANCE (S.D.I.)

Since January 1, 1982, the County has contracted for State Disability Insurance for all employees of the General Employees' Bargaining Unit. Premiums for this insurance are employee paid and all employees must participate.

ARTICLE 28 HEALTH/DENTAL/OPTICAL PLAN

Employees who are enrolled in a pretax insurance plan will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying event.

- A) Effective ~~May 22, 2017~~ July 1, 2021 (pay period ~~2017-12-14-2021~~) and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan shall be as follows:

Health/Dental/Vision Plan Level	County Monthly Contribution
Single	\$418.92 <u>\$450.78</u>
Two-Party	\$762.68 <u>\$820.66</u>
Family	\$1,147.58 <u>\$1,234.80</u>
Dental/Vision Plan Only	County Monthly Contribution
Single	\$28.92 <u>\$31.14</u>
Two-Party	\$54.28 <u>\$58.42</u>
Family	\$85.38 <u>\$91.88</u>

- (1) This benefit tier is for employees who can demonstrate they are covered for health insurance through the military.

- B) Insurance premium increases shall be split 50/50 between the employer and employee through the term of this agreement. At the expiration of this contract, absent a successor agreement, the employee is responsible for paying 100 percent of any premium increases.

- C) The County and C.L.O.C.E.A. agree that meet and confer discussions regarding the structure of medical/dental/optical insurance coverage's shall take place each year through the Joint County/Employee Medical Insurance Committee. The Committee shall consist of one voting representative from each bargaining unit and unrepresented management (except for the General Unit which has three) and the County. If any changes are needed to the structure of the plan, a good faith effort will be made to make such recommendations to the Board of Supervisors by April 15 of that year. The County's contribution toward medical/dental/optical premiums are set in this Article above.

ARTICLE 29 EMPLOYEE ASSISTANCE PROGRAM

The County will contract for an employee assistance program (EAP) which will provide for assessment, diagnosis, short-term consultation and referral to the most appropriate community resources for employees and dependents. Employees may voluntarily utilize the program or, with just cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 28 shall advise the County on plan design and selection of providers.

ARTICLE 30 RETIREMENT

Miscellaneous Non-Safety

1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2% at 62 Miscellaneous Plan pursuant to AB 340/SB197 (Pension Reform Act 2013). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently 6.25% of salary. Such payment shall vest to the employee.
2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 2% at 55 Miscellaneous Plan. These employees pay the entire employee contribution of 7.0% of salary. Such payment shall vest to the employee.
 - a) The 2% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.
 - b) The Miscellaneous Plan has also been modified as follows. Bargaining unit employees shall have, at their option, the ability to: (1) apply to PERS for retirement service credit for their unused sick leave balance, OR (2)

the option to implement the applicable provisions of Article 37 below (Retiree Health Insurance).

Safety

1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2.7% at 57 Safety Plan pursuant to AB 340/SB197 (Pension Reform Act of 2013). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently 10.75% of salary. Such payment shall vest to the employee.
2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 3% at 55 Safety Plan, which became effective 4/1/02. These employees pay the entire 9% of salary PERS employee contribution. Such payment shall vest to the employee.
 - a) The 3% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.

ARTICLE 31 BILINGUAL PAY

Bilingual employees assigned to public contact positions shall be entitled to Level I Conversational bilingual compensation in the amount of \$25.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time. Bilingual employees assigned to public contact positions may be entitled to Level II Advanced bilingual compensation in the amount of \$50.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time including the use of advanced bilingual skills at least 25 percent (25%) of their productive time, and the employee has passed the corresponding County selected bilingual proficiency examination.

Employees receiving Level II Advanced bilingual compensation shall not be entitled to receive Level I Conversational bilingual compensation. Employees that translate for more than one language are not eligible to receive additional bilingual compensation for the additional language(s). Bilingual pay requires approval by the Human Resources Director upon request of the Department Head. Where necessary, job audits may be conducted to determine whether the established percentage criteria are being met. For highly specialized or highly technical situations, or where the job knowledge is critical to ensuring that competent and accurate translation is available on an on call or as needed basis and upon request of the Department, the County Administrative Officer may waive the percentage requirements.

Bilingual pay shall be terminated if the Department determines that the percentage or level of bilingual services provided by the employee falls below the established criteria for compensation, or the employee fails to pass a proficiency examination, or the department

determines that the employee fails to demonstrate satisfactory performance in providing bilingual services. Bilingual pay shall be terminated and a new request for bilingual compensation may be submitted if employee is demoted, promoted, transferred or reassigned. The decision of the Human Resources Director regarding the granting and termination of bilingual payment shall be final and shall not be subject to appeal or grievance procedures. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. When a part-time employee is assigned bilingual duties the bilingual pay shall be prorated.

ARTICLE 32 LAYOFF PRIVILEGES

Within the employee's current department, at his or her discretion, an employee affected by layoff may displace an employee in the class in which the affected employee previously held permanent status in that department within the previous five years. Employees may only displace other employees with less seniority. Seniority computation for displacement purposes is made on the same basis as for the original layoff.

ARTICLE 33 SALARY

~~The parties agree to implement the salary increases over the course of two years as shown in Appendix F. The salary range increases for "Year 1" will become effective September 11, 2017 (PP2017-20). The salary range increases for "Year 2" will become effective July 2, 2018 (PP2018-15). In the third year of the agreement, either party can reopen the agreement to bargain over wages and compensation. It is understood that the association will focus its discussions on salary inequities and a general wage increases.~~

Employees in classifications covered by this Agreement (see Appendix A) shall receive a 4.0 range (approximately 4%) salary increase effective September 6, 2021 (PP19-2021) or upon ratification, whichever is later. Additionally, all employees in classifications covered by this Agreement shall receive a lump sum of \$500 effective September 6, 2021 (PP19-2021) or upon ratification, whichever is later.

Employees in classifications covered by this Agreement, in the second year of the Agreement (FY 22-23) shall receive a 3.0 range (approximately 3%) salary increase effective July 11, 2022 (PP15-2022).

In the third year of this Agreement (FY 23-24), all employees in classifications by this Agreement (see Appendix A) shall receive a 1.0 range (approximately 1%) salary increase effective July 10, 2023 (PP15-2023). In the third year of the Agreement, either party can reopen the Agreement to bargain over wages and compensation.

In the fourth year of this Agreement (FY 24-25), all employees in classifications by this Agreement (see Appendix A) shall receive a 1.0 range (approximately 1%) salary increase effective July 6, 2024 (PP15-2024).

ARTICLE 34 TERM

Except where otherwise specifically stated herein, this agreement shall be effective the first full pay period following ratification and approval of the Board of Supervisors through ~~July 5, 2020~~ June 30, 2025.

ARTICLE 35 TRAINING NOTICE

Employees shall receive 48 working hours' advance notice of any mandatory training within the County scheduled to take place outside of the regularly scheduled work time and 5 working days' advance notice of any mandatory training outside the County scheduled to take place outside of the regularly scheduled work time. If an employee receives less than the specified advance notice, the training shall no longer be mandatory. However, the employee may elect to attend and still receive compensation in the same manner as if attendance had been mandatory.

ARTICLE 36 TERM LIFE INSURANCE

The County provides at County expense, a \$10,000 death benefit group term life insurance policy covering each represented employee. The life insurance coverage will terminate upon the employee's date of separation from County employment, whether through voluntary resignation, layoff, termination or retirement.

ARTICLE 37 RETIREE HEALTH BENEFIT:

This Article does not apply for employees who elect the PERS service credit.

- a) Employees hired after January 1, 1999, who have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an "account" to be used toward Kings County health insurance premiums, at a rate not to exceed the family option per month until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for

Medicare supplemental premiums until the money runs out. The retiree health benefit percentage shall be as follows:

<u>Service Hours</u>	Percent of compensation (based on hours) Retiree Health Benefit
20,801 - 31,200	25%
31,201 - 41,600	35%
41,601 and over	45%

To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's retirement from County service. Retiree health benefit payments may be used toward coverage for the employee's dependents only as long as the dependent(s) is eligible for coverage under the plan, has not reached Medicare eligibility and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare eligibility and there is money remaining in the account, the employee's covered dependent(s) may continue to use the account toward Kings County health insurance premiums or Medicare supplemental insurance premiums, if eligible as stated above. Any unused balance in the account remains the property of the County.

- b) Employees hired prior to January 1, 1999, who separate in good standing shall be allowed a one time irrevocable election to decide whether to receive the retiree health benefit option (if eligible) or cash as follows:

<u>Service Hours</u>	Percent of Compensation (based on hrs) <u>Cash</u>	OR	Percent of Compensation (based on hrs) Retiree Health <u>Benefit</u>
10,401 - 41,600	25%		40%
41,601 and over	30%		50%

Taxes will be paid by the employee on full cash distribution, or the portion of the deposit into the account that could have been taken in cash. Additionally, the cash benefit is taxable in the year the cash is received. Any unused balance in the account remains the property of the County.

- 1) Retiree health benefit option:

To qualify for the retiree health benefit (non-cash) employees must have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of separation from Kings County employment. A percentage of the dollar value of accrued sick leave (at time of retirement) will be put into an “account” to be used toward Kings County health insurance premiums. The employee and any dependents to be covered must be enrolled in the County’s existing health benefit plan at the time of the employee’s retirement in good standing from County service. Employees electing to utilize the retiree health benefit option must-submit their election in writing to the County Department of Finance not later than 14 days after the effective date of retirement. If the employee elects the retiree health benefit option, the County will pay up to the family option per month toward the employee’s health insurance premium until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. Retiree health benefit payments may be used toward coverage for the employee’s dependents only as long as the dependent(s) is eligible for coverage under the plan; has not reached Medicare eligibility and, in the case of children, only to the age permitted under the plan contract as dependent children. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. If the retiree dies prior to Medicare eligibility and there is money remaining in the account, the employee’s dependent(s) may continue to use the account, if eligible as stated above. In the event of death of an eligible employee (while still employed in good standing), the qualifying eligible dependent(s) shall make a determination of either cash or the retiree health benefit option within 30 days of the death of the employee.

2) Cash benefit option:

Employees who fail to elect the retiree health benefit will be cashed out, if eligible. If the employee elects the cash option, the employee will receive the benefit if the employee separates in good standing as a result of resignation, layoff, retirement or death.

ARTICLE 38 DIRECT DEPOSIT OF PAYROLL CHECKS

Effective January 1, 2018, all employees shall be subject to mandatory participation in the direct deposit of their County payroll checks. Prior to the commencement of employment, any such employee shall complete a direct deposit sign-up/authorization form for the direct deposit of the payroll check.

ARTICLE 39 USE OF COUNTY MAIL AND EMAIL SYSTEMS

The Union shall have rights to utilize the County inter-office mail and email systems for the conduct of Association business as long as these communications contain no political endorsements for elected offices. Should this occur, the County reserves the right to revoke this provision.

ARTICLE 40 HUMAN SERVICES AGENCY CALL CENTER

The County anticipates that the HSA Call Center will be open and functioning by October 1, 2013. The Parties acknowledge that operation of the Call Center may have unforeseen impacts to employee's terms and conditions of employment which are not covered by the Parties' MOU. The County acknowledges its duty to meet regarding changes, or impacts, to terms and conditions of employment. The Union acknowledges that the County has specific rights delineated in Article 14 of the Parties' MOU and nothing within this article will abridge those rights.

ARTICLE 41 PUBLIC HEALTH DEPARTMENT PROFESSIONAL LICENSES

The County will pay for the professional license fees for unit members in the following classifications:

Senior Public Health Nurse	\$140 every 2 years
Senior Dietitian	\$50 annually

ARTICLE 42 INCORPORATION OF ALL PRIOR SIDE LETTERS (Appendix C)

The Parties mutually agree that all prior side letters are incorporated in to this MOU as listed on Appendix C.

ARTICLE 43 ORGANIZATIONAL SECURITY

No petition for the purpose of decertifying the existing formally recognized employee organizations may be submitted during the term of this Agreement.

ARTICLE 44 SOCIAL SERVICES WORKERS – CPS

Upon request, and subject to Social Services Program Manager approval, Social Service - CPS workers who work more than 14 hours in a 24 hour period may utilize vacation or comp time in order to take time off the following day.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

C.L.O.C.E.A
AUTHORIZED
REPRESENTATIVES

COUNTY OF KINGS
REPRESENTATIVES

Bill Shawhan, Administrator

Henie Ring, Human Resources Director

Mike Cosenza

Carolyn Leist, Principal Personnel Analyst

Tina Ayala

Thomas Empey

Manuela Wyatt

**SUPERVISORS UNIT MOU
APPENDIX A
COVERED CLASSIFICATIONS**

Behavioral Health Unit Supervisor
Building Maintenance Supervisor
Case Review Supervisor
Central Services Supervisor
Child Support Office Supervisor
Child Support Supervisor
Eligibility Supervisor
Employment & Training Supervisor
Human Services Office Supervisor
Janitor Supervisor
Juvenile Corrections Officer IV
Legal Office Supervisor
Principal Information Technology Analyst
Public Health Office Supervisor
Records and Information Management Supervisor
Roads Supervisor
Senior Accounting Assistant
Senior Appraiser
Senior Dietitian
Senior Emergency Dispatcher
Senior Jail Cook
Senior Public Health Nurse
Social Service Supervisor
Social Service Supervisor- CPS
Tax Collection Supervisor
Work Crew Supervisor

**SUPERVISORS UNIT MOU
APPENDIX B
KINGS COUNTY GRIEVANCE PROCEDURE**

Grievance Procedure

This section deals with the County's grievance procedures and methods are hereby established to assure systematic consideration of an individual employee's grievance in the interest of obtaining a fair and equitable solution.

Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County of Kings to provide efficient and continuous services to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions.

Explanation of Rules

1. Except where a remedy is otherwise provided for by State Law, the County Ordinance Code or these rules, any employee shall have the right to present a grievance arising from his/her employment in accordance with the provisions of this procedure.
2. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee shall have the assurance that filing of a grievance will not result in reprisal of any nature.
3. The aggrieved employee shall have the right to be represented or accompanied by a person of his/her choice if the complaint is not resolved at the informal level as provided for in step one of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor, as provided in step two of the grievance procedure.
4. The processing of a grievance shall be considered as County business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive, nor shall this privilege be abused.
5. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasions the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

6. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits.
7. Any person responsible for conducting any conference, meeting, or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
8. When two or more employees of the same department experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate supervisor, superior or department head who has the prime responsibility for all of the aggrieved employees. In any event the County retains the right to consider separate grievances together if they concern the same or similar problems.
9. The parties may mutually agree to waive any step of the grievance procedure.

Definitions

These definitions are related to the grievance procedure only and shall be superseded in all other cases by the Definitions Section of these rules.

1. Employee - An individual occupying a position allocated by the Board of Supervisors as part of the regular staffing of the department.
2. Immediate Supervisor - The individual who assigns, reviews or directs the work of an employee.
3. Superior - The individual to whom an immediate supervisor reports.
4. Representative - The person selected by the employee, to appear along with him/her in the presentation of his/her grievance.
5. Department Head - The administrative head of the department involved.
6. Grievance - A complaint of an employee relating to any phase of his/her employment or working conditions except matters that are within the exclusive field of management functions. This shall include, but not be limited to, a disagreement involving the work situation in which an individual employee believes that an injustice has been done because of:
 - a) A deviation from a policy; or,
 - b) The misinterpretation of a policy; or,
 - c) The misinterpretation or misapplication of a Statute, Ordinance or Resolution of the Board of Supervisors relating to the employment of the individual.

Procedural Steps

1. Step 1 - When an employee becomes aware that dissatisfaction exists with his/her work or work situation, he/she should discuss the matter informally with the immediate

supervisor. Initial discussion should be sought by the employee not later than five working days after the alleged grievance occurred or after the employee should reasonably have been aware of the incident causing the grievance. The following provisions relating to formal grievance procedure do not restrict the employee and supervisor from seeking advice and counsel from superiors and department heads when:

- a) Mutually consented to by employee and supervisor.
 - b) It appears that settlement can be reached at this informal level.
2. Step 2 - If, within five working days, a mutually acceptable solution has not been reached at the informal level, the employee shall submit the grievance in writing to the immediate supervisor's superior. At this point, the grievance hearing process becomes formal and the employee may choose to be accompanied by a representative of his/her choice. After formal hearing, the supervisor's superior will render a written decision within five working days.
 3. Step 3 - If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance be presented to the department head for review. This request must be made within five working days of the receipt of the written decision. The department head will hear the grievance and give a written decision within five working days of the receipt of the formal grievance papers.
 4. Step 4 - If the employee is dissatisfied with the decision of the department head, he/she may, within five working days of the receipt of that decision, request that the grievance be presented to the Appeals Board for review. A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

Grievances Confidential

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

SUPERVISORS UNIT MOU
APPENDIX C
INCORPORATION OF ALL PRIOR SIDE LETTER

Dated	Union signed	County signed	Subject
8/1/1989	8/1/1989	8/1/1989	Administrative Personnel Practices
3/22/1991	3/25/1991	3/25/1991	Governing Requirement to Fingerprint Janitorial Staff
3/10/1994	3/14/1994	3/10/1994	Appraiser & Auditor-Appraisers 4/10 schedule
2/2/1999	2/8/1999	2/2/1999	Mileage Reimbursement
8/28/2001	8/29/2001	8/28/2001	9/80 Work Schedule - Health Department
1/11/2002	1/14/2002	1/11/2002	Flex Schedule for MSW education purposes
1/15/2002	1/18/2002	1/15/2002	9/80 Work Schedule - JTO (Job Training Office)
3/20/2002	3/29/2002	3/20/2002	Flex Schedule for Library Services Coordinator
5/13/2002	5/15/2002	5/13/2002	Retiree Health Program Expansion
10/23/2002	10/30/2002	10/23/2002	Alternate Schedules in Sheriff Records and Dispatch
9/15/2003	9/18/2003	9/15/2003	Dress Code (Information Technology Department)
6/8/2004	6/17/2004	6/8/2004	Dress Code (Probation Department)
12/14/2004	12/14/2004		Written Reprimand not appealable
3/16/2005	3/18/2005	3/16/2005	Sick Leave Conversion Language
11/2/2005	11/4/2005	11/2/2005	Weekend Crew Assignments- PW, Roads Division
11/10/2005	11/14/2005	11/10/2005	Holiday Work Schedule for 2005 Only- PW, Roads Division
7/26/2006	7/27/2006	7/26/2006	Work Schedules in Parks Division of Public Works
8/11/2006	8/18/2006	8/11/2008	Work Schedule in Sheriff Dispatch
10/23/2006	10/24/2006	10/23/2006	12 Hour Shift Schedule in Sheriff's Dispatch
10/30/2006	11/2/2006	10/30/2006	Probationary Period Change for Sheriff Records Clerk Class
11/3/2006	11/3/2006	11/3/2006	Social Service Worker II/III, Prac I Minimum Qualifications
3/27/2007	3/28/2007	3/27/2007	9/80 Pilot Work Schedule Program for Social Serv. Division
3/27/2007	3/28/2007	3/27/2007	Revision to Side Letter 11/3/2006, Social Serv. Wker Min Quals
5/22/2007	5/31/2007	5/22/2007	Work Schedules in Parks Division of Public Works
7/11/2007	7/11/2007	7/17/2007	Annual Leave Sign-Up Procedure, Sheriff's Office- 911 Dispatch
8/2/2007	8/2/2007	8/2/2007	Maintenance of Membership (Article 4)
10/15/2007	10/17/2007	10/15/2007	Flex Schedule in First 5 Commission Office
11/19/2007	11/23/2007	11/19/2007	Correction to 9/80 Revision Side Letter - Health Department
11/16/2007	11/16/2007	11/16/2007	Revision to Side Letter - 9/80 Work Schedule, Health Dept.
2/22/2008	2/23/2008	2/22/2008	Work Schedule for Deputy Sheriff Cadet
4/8/2008	4/10/2008	4/8/2008	Holidays (Article 19)
5/5/2008	5/7/2008	5/5/2007	Eight (8) Hour Workday Flex Schedule for Child Support
7/17/2008	7/18/2008	7/17/2008	Parks Division - Change Rest Period Schedule
8/11/2008	8/14/2008	8/11/2008	Proposed Change 9/80 Schedule Agreement - Human Serv.
12/11/2008	12/11/2008	12/11/2008	Dress Code, Ag Commissioner's Office

8/28/2009	8/28/2009	8/28/2009	Reduce EAP benefit from 6 to 3 visits
2/23/2010	2/24/2010	2/23/2010	4/10 Work Schedule Agreement; Process Server- DA's Office
7/6/2010	7/6/2010	7/6/2010	Uniform Allowance for Fire Department positions
8/5/2010	8/5/2010	8/5/2010	Uniform Allowance for Senior Emergency Dispatcher
8/16/2010	8/16/2010	8/16/2010	Discontinuation of Human Services Van Transport to Corcoran
9/17/2010	9/21/2010	9/17/2010	Alternate Schedules in Sheriff Records
10/28/2011	10/28/2011	10/28/2011	4/10 Work Schedule for Building Maintenance Workers in PW
12/5/2011	12/5/2011	12/5/2011	Shift Change for Juvenile Center Support Clerks
12/15/2011	12/15/2011	12/15/2011	Shift Bidding Process Juvenile Center Facilities in Probation

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SUPERVISORS UNIT MOU
APPENDIX D
 SIDE LETTER BETWEEN THE COUNTY OF KINGS (COUNTY) AND
 C.L.O.C.E.A. – SUPERVISORS UNIT
 April 2015

The County and the CLOCEA agree that a 1/10th of an hour rounding rule shall be applied to timekeeping processes for all hourly employees. Therefore the County and Supervisors Unit agree to abide by the rounding chart provided as follows in creating and applying work rules relative to rounding in the PeopleSoft Time and Labor module:

Chart to convert Minutes to Tenths of an Hour

Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported
1 min.	0.0	21 min.	0.4	41 min.	0.7
2 min.	0.0	22 min.	0.4	42 min.	0.7
3 min.	0.1	23 min.	0.4	43 min.	0.7
4 min.	0.1	24 min.	0.4	44 min.	0.7
5 min.	0.1	25 min.	0.4	45 min.	0.8
6 min.	0.1	26 min.	0.4	46 min.	0.8
7 min.	0.1	27 min.	0.5	47 min.	0.8
8 min.	0.1	28 min.	0.5	48 min.	0.8
9 min.	0.2	29 min.	0.5	49 min.	0.8
10 min.	0.2	30 min.	0.5	50 min.	0.8
11 min.	0.2	31 min.	0.5	51 min.	0.9
12 min.	0.2	32 min.	0.5	52 min.	0.9
13 min.	0.2	33 min.	0.6	53 min.	0.9
14 min.	0.2	34 min.	0.6	54 min.	0.9
15 min.	0.3	35 min.	0.6	55 min.	0.9
16 min.	0.3	36 min.	0.6	56 min.	0.9
17 min.	0.3	37 min.	0.6	57 min.	1.0
18 min.	0.3	38 min.	0.6	58 min.	1.0
19 min.	0.3	39 min.	0.7	59 min.	1.0
20 min.	0.3	40 min.	0.7	60 min.	1.0

SUPERVISORS UNIT MOU
APPENDIX E
SIDE LETTER BETWEEN THE COUNTY OF KINGS (COUNTY) AND
C.L.O.C.E.A. – SUPERVISORS UNIT
November, 2016



COUNTY OF KINGS

DEPARTMENT OF **HUMAN RESOURCES**

County Government Center
1400 West Lacey Boulevard
Hanford, CA 93230
Phone (559) 852-2510
Fax (559) 585-1036

Leslie McCormick Wilson,
Director

EQUAL OPPORTUNITY EMPLOYER

November 28, 2016

Bill Shawhan
C.L.O.C.E.A.
113 N. Irwin Street
Hanford, California 93230

Re: Side Letter Between County of Kings (County) and C.L.O.C.E.A. – Supervisors Unit

This is to confirm that C.L.O.C.E.A. – Supervisors Unit and the County of Kings hereby agree that ten names will constitute a basic certification for open recruitment employment lists. This type of recruitment is normally conducted to fill vacancies which are either entry level in nature or not a normal progression in a series.

C.L.O.C.E.A. – Supervisors Unit and the County have mutually agreed to the following changes to the Kings County Personnel Rules, Chapter 4, "Selection Process", Section 4052 – 4053.3 regarding the changes to eligible list resulting from Open Recruitments as follows:

4052 Number of Eligibles to be Certified to Permanent Positions

4052.1 To a One-Position Vacancy

Five names constitute a basic certification (ten names when there was an Open Recruitment).

An exception to the certification of five eligibles (ten eligibles for Open Recruitments) exists when there is a departmental layoff list, in which case only the eligible highest ranking on the layoff list will be certified.

4052.2 To Multiple Vacancies

Four names in addition to the number of vacancies constitutes a basic certification (nine names in addition to the number of vacancies when there was an Open Recruitment).

4052.3 Incomplete Certification

If there are less than five eligible available (less than ten eligible for Open Recruitments) on an employment list, the Personnel Department will make a certification in response to the department's request. The department may, at its discretion, make an appointment from those certified or request additional eligibles to provide complete certification.

4052.4 Resolving Ties

When the score for the last certifiable name on an eligible list is the same score as one or more eligibles following, all names having that same score shall be certified.

If this revision meets with the Union's approval, please sign, date and return this document to me no later than December 9, 2016. A fully executed copy will be returned to you for your records.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.

SUPERVISORS UNIT:

COUNTY:

Original signatures kept on file

**SUPERVISORS UNIT MOU
APPENDIX F
SALARY SCHEDULE**

		Yr. 1	Yr. 2	
		Effective	Effective	
		9/11/2017	7/2/2018	Salary
		Range	Range	%
Code	Class Title	Increase	Increase	Change
P49	Behavioral Health Unit Supervisor	2.0	2.0	4.07%
J21	Building Maintenance Supervisor	2.0	2.0	4.03%
P95	Case Review Supervisor	2.0	2.0	4.07%
C63	Central Services Supervisor	2.5	2.0	4.59%
C51	Child Support Office Supervisor	2.5	2.0	4.60%
P10	Child Support Supervisor	4.5	4.0	8.81%
P28	Eligibility Supervisor	5.0	4.5	9.92%
P15	Employment & Training Supervisor	2.0	2.0	4.06%
C43	Human Services Office Supervisor	2.0	2.0	4.07%
J01	Janitor Supervisor	2.0	2.0	4.08%
P42	Juvenile Corrections Officer IV	2.0	2.0	4.04%
C92	Legal Office Supervisor	8.5	8.0	17.86%
B76	Principal Information Technology Analyst	6.5	6.0	13.26%
C60	Public Health Office Supervisor	5.5	5.0	10.99%
C54	Records and Info Management Supervisor	2.0	2.0	4.09%
R08	Roads Supervisor	3.0	3.0	6.15%
E66	Senior Accounting Assistant	2.0	2.0	4.07%
B32	Senior Appraiser	2.0	2.0	4.07%
H12	Senior Dietitian	2.0	2.0	4.05%
E23	Senior Emergency Dispatcher	2.0	2.0	4.05%
K23	Senior Jail Cook	3.5	3.0	6.69%
H24	Senior Public Health Nurse	2.0	2.0	4.05%
P06	Social Service Supervisor	2.0	2.0	4.07%
P80	Social Service Supervisor - CPS	2.0	2.0	4.07%
E59	Tax Collection Supervisor	2.0	2.0	4.05%
P50	Work Crew Supervisor	2.0	2.0	4.06%

LETTER OF AGREEMENT
BETWEEN
THE COUNTY OF KINGS
AND
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS
C.L.O.C.E.A
November 20, 2017

This is to confirm that, effective January 1, 2018, C.L.O.C.E.A. – Supervisors Unit and the County of Kings hereby agree to the proposed changes to the Kings County Human Services Agency (HSA) scheduled hours as follows:

8:00 a.m. - 4:30 p.m.	Operational hours to the public; lobbies open to the public
9:00 a.m. - 4:30 p.m.	Core hours
7:30 a.m. - 9:00 a.m.	Flex start time (employee arrival time)
4:30 p.m. – 6:00 p.m.	Flex end time (employee departure time)

For staff located in Corcoran and Hanford, the impact will be the same. The current practice of having officers of the day that have preset schedules to ensure coverage will continue across all divisions even with the change of hours.

The department will review the above listed flex schedule after approximately 6-8 months to determine and evaluate the impacts of the schedule and the lobby flow.

Please note that the lobby and schedule hours in Avenal are still under review.

If the above represents your understanding of our agreement, please sign, date and return this agreement to me no later than Wednesday, November 22, 2017. A fully executed copy will be returned to you for your records.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.

SUPERVISORS UNIT:

COUNTY:

Original signatures kept on file

Bill Shawhan
Administrator

Date

Leslie McCormick Wilson
Human Resources Director

Date

LETTER OF AGREEMENT
BETWEEN
THE COUNTY OF KINGS
AND
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS
C.L.O.C.E.A
October 8, 2018

This is to confirm that, effective October 8, 2018, C.L.O.C.E.A. — Supervisors Unit and the County of Kings hereby agree that for the calendar year 2018 only, an additional half day holiday will be added on the working day before the day observed as Christmas (Christmas Eve, Monday, December 24, 2018). The added language is shown **bolded** below.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.

GENERAL UNIT: _____ COUNTY: _____

Original signature kept on file

Original signature kept on file

_____	_____	_____	_____
Bill Shawhan	Date	Leslie McCormick Wilson	Date
Administrator		Human Resources Director	

ARTICLE 19 — HOLIDAYS

The following provisions of this Article are the entire policies and procedures affecting holidays provided Miscellaneous Employees:

- _____ 1. _____ The days established as holidays are:
- _____ January 1, New Year's Day
- _____ Third Monday in January, Martin Luther King Day
- _____ Third Monday in February, Presidents Day
- _____ Last Monday in May, Memorial Day
- _____ July 4, Independence Day
- _____ First Monday in September, Labor Day
- _____ November 11, Veterans Day
- _____ The day designated as Thanksgiving Day
- _____ The day following Thanksgiving Day
- _____ Half day (4 hours) the working day before the day observed as
- _____ Christmas Day. County offices close at noon.

For Calendar Year 2018 only:

**Add additional half day (4 hours) holiday on December 24, 2018,
resulting in: Full Day Holiday Monday, December 24, 2018.**

~~December 25, Christmas Day~~

~~Half day (4 hours) the working day before the day observed as New
Year's Day. County offices close at noon.~~

~~Such other days as the Board of Supervisors may determine by
resolution.~~

Paid Closure

~~In 2017, 2018 and 2019 County offices (where possible) will be closed to the public the week after Christmas providing three and one half days of holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off in their department due to 24-hour shift requirements, these employees shall be paid straight time holiday in lieu pay, up to the actual amount of time worked, not to exceed 28 hours during that week.~~

~~-~~

~~Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.~~

~~The specific dates for these additional 28 hours of holiday time are as follows:~~

~~2017~~

~~Tuesday, December 26, 2017 — 8 hours~~

~~Wednesday, December 27, 2017 — 8 hours~~

~~Thursday, December 28, 2017 — 8 hours~~

~~Friday, December 29, 2017 — 4 Hours~~

~~2018~~

~~Wednesday, December 26, 2018 — 8 hours~~

~~Thursday, December 27, 2018 — 8 hours~~

~~Friday, December 28, 2018 — 8 Hours~~

~~Monday December 31, 2018 — 4 hours~~

~~2019~~

~~Thursday, December 26, 2019 — 8 hours~~

~~Friday, December 27, 2019 — 8 hours~~

~~Monday, December 30, 2019 — 8 hours~~

~~Tuesday, December 31, 2019 — 4 hours~~

- ~~2. Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.~~
- ~~3. Any employee who is required to work, by reason of the nature of the service of the department or by reason of a regularly scheduled workweek other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled workweek of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.~~
- ~~4. When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.~~
- ~~5. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.~~
- ~~6. Only 8 hours of holiday pay is permitted on any one full day holiday. Only 4 hours of holiday pay is permitted on any half day holiday. If the regular day exceeds 8 hours and the employee does not work it, vacation or comp time must be used for the difference.~~
- ~~7. Part time employees shall be credited with holiday pay in the same ratio that their regular part time service bears to regular full time service.~~
- ~~8. Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.~~
- ~~9. An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account on or around the first full pay period in July of every year. This time shall not become vested until added to the account.~~

**Kings County (County) and
Kings County General Unit & Supervisors Unit (C.L.O.C.E.A.)
SIDE LETTER AGREEMENT
RE: REOPENER NEGOTIATIONS**

October 30, 2019

Item #1

ARTICLE 19 — HOLIDAYS

The following provisions of this Article are the entire policies and procedures affecting holidays provided Miscellaneous Employees:

1. The days established as holidays are:

- _____ January 1, New Year's Day
- _____ Third Monday in January, Martin Luther King Day
- _____ Third Monday in February, Presidents Day
- _____ Last Monday in May, Memorial Day
- _____ July 4, Independence Day
- _____ First Monday in September, Labor Day
- _____ November 11, Veterans Day
- _____ The day designated as Thanksgiving Day
- _____ The day following Thanksgiving Day
- _____ Half day (4 hours) the working day before the day observed as
- _____ Christmas Day. County offices close at noon.
- _____ Half day (4 hours) the working day before the day observed as New _____
- _____ Year's Day. County offices close at noon.
- _____ Such other days as the Board of Supervisors may determine by _____
- _____ resolution.

_____ **Paid Closure**

In 2017, 2018 and 2019 County offices (where possible) will be closed to the public the week after Christmas providing three and one half days of holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off in their department due to 24-hour shift requirements, these employees shall be paid straight-time holiday in-lieu pay, up to the actual amount of time worked, not to exceed 28 hours for 2017 through 2018, and 40 hours for 2019, during that week.

- _____ Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.

The specific dates for these additional 28 hours of holiday time is as follows:

2017

~~Tuesday, December 26, 2017 — 8 hours~~

~~Wednesday, December 27, 2017 — 8 hours~~

~~Thursday, December 28, 2017 — 8 hours~~

~~Friday, December 29, 2017 — 4 Hours~~

2018

~~Wednesday, December 26, 2018 — 8 hours~~

~~Thursday, December 27, 2018 — 8 hours~~

~~Friday, December 28, 2018 — 8 Hours~~

~~Monday December 31, 2018 — 4 hours~~

2019

~~Thursday, December 26, 2019 — 8 hours~~

~~Friday, December 27, 2019 — 8 hours~~

~~Monday, December 30, 2019 — 8 hours~~

~~Tuesday, December 31, 2019 — 4 hours~~

~~Further, the County will provide the following additional closure days in 2019 only:~~

~~Monday, December 23, 2019 — 8 hours~~

~~Tuesday, December 24, 2019 — 4 hours~~

~~While all closure days sunset at the expiration of the agreement, the County has no intention of including the additional 12 hours in any potential future closures.~~

- ~~2. Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.~~
- ~~3. Any employee who is required to work, by reason of the nature of the service of the department or by reason of a regularly scheduled other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled workweek of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.~~

4. ~~When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.~~
5. ~~When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.~~
6. ~~Only 8 hours of holiday pay is permitted on any one full day holiday. Only 4 hours of holiday pay is permitted on any half day holiday. If the regular day exceeds 8 hours and the employee does not work it, vacation or comp time must be used for the difference.~~
7. ~~Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.~~
8. ~~Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.~~
9. ~~An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account on or around the first full pay period 15 in July of every year. This time shall not become vested until added to the account. If the accrual of these 8 hours would cause the employee to reach or exceed their accrual cap, the employee shall not lose any of these hours, however, the employee will not accrue any additional vacation until they are below the vacation limit.~~

Item #2

~~This Side Letter resolves the parties' reopener negotiations for the current Agreement. The parties agree to begin negotiations regarding an extension of the MOU/successor negotiations no later than January 17, 2020.~~

~~If the above represents your understanding of our agreement, please sign below and return an original for our files. If you have any questions please feel free to contact me at 559-852-2510. Thank you for your attention to this matter.~~

~~IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.~~

~~GENERAL UNIT: _____ COUNTY: _____~~

~~**Original signature kept on file**~~

~~**Original signature kept on file**~~

~~Bill Shawhan _____ Date _____
CLOCEA Administrator~~

~~Leslie McCormick Wilson _____ Date _____
Human Resources Director~~

**Kings County (County) and
Kings County General Unit & Supervisors Unit (C.L.O.C.E.A.)
SIDE LETTER AGREEMENT
RE: COVID-19 PAID ADMIN LEAVE**

March 20, 2020

~~On Tuesday, March 17, 2020, the County Board of Supervisors adopted an emergency declaration to respond to the COVID-19 pandemic. This declaration has provided some flexibility to the County in respects to operational hours, staff schedules, teleworking, and possible temporary assignments. The County's priority is to provide essential services to the public and to maintain employee's income during this crisis to the greatest extent possible. Accordingly, the County has created a new Time Reporting Code (TRC) for employees who are temporarily placed on COVID-19 Paid Admin Leave (COVID-19 Leave) and are classified as "non-essential" by their department. The County will continue to assess the ability to keep employees on COVID-19 Paid Admin leave, who are at home and unable to work. While on COVID-19 Leave employees will not accrue sick leave or vacation, and employees on probation will not accrue service hours toward their probationary period. Additionally, employees who have been identified as vulnerable population (e.g., 65 years and older, pregnant, and/or immune-compromised) have been placed on COVID-19 Leave and are not required to come to work, but may be asked to work from home and remain available for duty via computer and/or phone. County employees are designated as Disaster Service Workers. All County employees who are on COVID-19 Leave must remain available for call back and/or by phone or email. If an employee is on COVID-19 Leave and is asked to remain available for call back beyond the normal business work hours, the employee will not receive standby or call back pay while receiving COVID-19 Leave. Any hours worked (outside of normal business hours) will be reduced from the COVID-19 Leave reported on their timecard.~~

~~If an employee is working and is not claiming COVID-19 Leave on their timecard, then all other terms and conditions outlined in the current Memoranda of Understanding remains in effect.~~

~~If you agree to the outlined COVID-19 Leave pay stipulations set forth above, please sign below and return an original to Human Resources for our files. If you have any questions or concerns regarding this information, please feel free to contact me at 559-852-2510.~~

~~IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.~~

~~GENERAL UNIT: _____ COUNTY: _____~~

~~**Original signature kept on file**~~

~~**Original signature kept on file**~~

~~Bill Shawhan _____ Date~~

~~Henie Ring _____ Date~~

~~CLOCEA Administrator~~

~~Human Resources Director~~

~~SIDE LETTER / MOU EXTENSIONS~~

~~TO THE 2017-2020 MOUS BETWEEN THE COUNTY OF KINGS AND CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATION~~

~~The County of Kings (County) and the California League of City Employees Association (Association) agree to extend and modify the current 2017-2020 Memorandums of Understanding (MOUs) for the General Unit and the Supervisor's Unit via this Side Letter. The Side Letter revises Article 35 Term of Agreement of the General Unit and Article 34 Term of Agreement of the Supervisor's Unit and shall be in effect during the term of the MOU.~~

~~I. General Unit~~

~~SECTION 35.01 EXTENSION OF CURRENT MOU.~~

~~Unless a provision of this MOU had sunset or was set to sunset, all other provisions of the 2018-2020 MOU are extended to September 1, 2020.~~

~~SECTION 35.02 ECONOMIC REOPENER.~~

~~The parties acknowledge that the COVID-19 pandemic has exasperated the County's fiscal challenges. The County is attempting to resolve these challenges without making changes to the current agreement. However, in the event that the County determines that it needs to make changes to the MOU during its term, the parties shall reopen the agreement prior to September 1, 2020. The parties shall meet within two (2) weeks of a request to meet and confer by the County.~~

~~H. Supervisor's Unit~~

~~SECTION 34.01 EXTENSION OF CURRENT MOU.~~

~~Unless a provision of this MOU had sunset or was set to sunset, all other provisions of the 2018-2020 MOU are extended to September 1, 2020.~~

~~SECTION 34.02 ECONOMIC REOPENER.~~

~~The parties acknowledge that the COVID-19 pandemic has exasperated the County's fiscal challenges. The County is attempting to resolve these challenges without making changes to the current agreement. However, in the event that the County determines that it needs to make changes to the MOU during its term, the parties shall reopen the agreement prior to September 1, 2020. The parties shall meet within two (2) weeks of a request to meet and confer by the County.~~

Dated: **Original signature kept on file**

Dated: **Original signature kept on file**

FOR THE ASSOCIATION:

FOR THE COUNTY:

Original signature kept on file

Original signature kept on file

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SIDE LETTER / MOU EXTENSIONS

TO THE 2017-2020 MOUS BETWEEN THE COUNTY OF KINGS AND CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATION

The County of Kings (County) and the California League of City Employees Association (Association) agree to extend and modify the current 2017-2020 Memorandums of Understanding (MOUs) for the General Unit and the Supervisor's Unit via this Side Letter. The Side Letter revises Article 35—Term of Agreement of the General Unit and Article 34—Term of Agreement of the Supervisor's Unit and shall be in effect during the term of the MOU.

I. General Unit

SECTION 35.01 EXTENSION OF CURRENT MOU.

Unless a provision of this MOU had sunset or was set to sunset, all other provisions of the 2017-2020 MOU are extended to June 1, 2021.

SECTION 35.02 REOPENER.

The parties agree that either party may request to reopen this agreement at any time before June 1, 2021. The parties specifically reserve the right to have future discussions regarding Article 19 "CLOSURE" after September 14, 2020 regarding the potential continuation of the closure.

The parties shall meet within two (2) weeks of a request to meet and confer by either party.

NEW SECTION

The parties agree that the County's 2016 salary survey is resolved.

H. Supervisor's Unit

SECTION 34.01 EXTENSION OF CURRENT MOU.

Unless a provision of this MOU had sunset or was set to sunset, all other provisions of the 2017-2020 MOU are extended to June 1, 2021.

SECTION 34.02 REOPENER.

The parties agree that either party may request to reopen this agreement at any time before June 1, 2021. The parties specifically reserve the right to have future discussions regarding Article 19 "CLOSURE" after September 14, 2020 regarding the potential continuation of the closure.

~~The parties shall meet within two (2) weeks of a request to meet and confer by either party.~~

~~NEW SECTION~~

~~The parties agree that the County's 2016 salary survey is resolved.~~

Dated: ~~Original signature kept on file~~ _____ Dated: ~~Original signature kept on file~~ _____

~~FOR THE ASSOCIATION: _____ FOR THE COUNTY:~~

Original signature kept on file _____	Original signature kept on file _____
_____	_____
Original signature kept on file _____	Original signature kept on file _____
_____	_____
Original signature kept on file _____	

Original signature kept on file _____	

Original signature kept on file _____	

Original signature kept on file _____	

Original signature kept on file _____	

LETTER OF AGREEMENT
BETWEEN
THE COUNTY OF KINGS
AND
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS
C.L.O.C.E.A
October 21, 2020

~~This is to confirm that, effective October 21, 2020, C.L.O.C.E.A. Supervisors Unit and the County of Kings hereby agree the following proposed changes to the Article 26, Uniform Allowance. On July 21, 2020, the Board of Supervisors approved the allocation of a new classification, Supervising Building Operations Specialist, which was offset by the deletion of the Building Operations Specialist/Trainee position. The Building Operations Specialist/Trainee position is in the Blue Collar unit and receives a uniform allowance. The uniform allowance for Supervising Building Operations Specialist is the same uniform allowance currently provided to Building Operations Specialists/Trainees.~~

~~An employee promoted to the Supervising Building Operations Specialist position on September 21, 2020. Accordingly, the uniform allowance for this position will become effective retroactive to the effective date of the promotion on September 21, 2020 (pay period 21-2020).~~

ARTICLE 26 UNIFORM ALLOWANCE

~~For the term of this Agreement and subject to the conditions described in Article 26, the following classes shall receive a yearly uniform allowance in the amount indicated:~~

~~Building Maintenance Supervisor \$150
Juvenile Corrections Lieutenant \$400
Janitor Supervisor \$150
Parks and Grounds Supervisor \$202
Records Supervisor & Automation Coordinator \$275
Senior Emergency Dispatcher \$275
Senior Jail Cook \$275~~
Supervising Building Operations Specialist \$202

~~IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.~~

SUPERVISORS UNIT: _____ COUNTY: _____

Original signature kept on file

Original signature kept on file

Bill Shawhan _____ Date _____
Administrator

Henie Ring _____ Date _____
Human Resources Director

~~SIDE LETTER / MOU EXTENSION~~

~~TO THE 2019-2020 MOU BETWEEN THE COUNTY OF KINGS AND THE CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS~~

~~November 12, 2020~~

~~The County of Kings (County) and the California League of City Employees Associations (C.L.O.C.E.A.) agree to extend and modify the current 2019-2020 Memorandum of Understanding (MOU) for the Supervisors Bargaining Unit via this Side Letter. The Side Letter amends Article 19—Holidays and Article 34—Term and shall be in effect during the extended term of the MOU.~~

~~ARTICLE 19—HOLIDAYS~~

~~The following provisions of this Article are the entire policies and procedures affecting holidays provided Supervisors Employees:~~

~~1. The days established as holidays are:~~

- ~~• January 1, New Year's Day~~
- ~~• Third Monday in January, Martin Luther King Day~~
- ~~• Third Monday in February, Presidents Day~~
- ~~• Last Monday in May, Memorial Day~~
- ~~• July 4, Independence Day~~
- ~~• First Monday in September, Labor Day~~
- ~~• November 11, Veterans Day~~
- ~~• The day designated as Thanksgiving Day~~
- ~~• The day following Thanksgiving Day~~
- ~~• Half day (4 hours) the working day before the day observed as Christmas Day.~~
- ~~• Half day (4 hours) the working day before the day observed as New Year's Day.~~
- ~~• Such other days as the Board of Supervisors may determine by resolution.~~

~~2. Paid Closure. The Parties agree to extend the paid closure for 2020 and 2021. For 2020, County offices (where possible) will be closed to the public the week after Christmas providing four days of holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the time off in their department due to 24 hour shift requirements, these employees shall be paid straight time holiday in lieu pay, up to the actual amount of time worked, not to exceed 32 hours during that week.~~

~~Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence for the full scheduled~~

~~work day before and after the closure period will participate in the closure; however, employees on unpaid leaves of absence will be excluded.~~

~~The specific dates for these additional 32 hours of holiday time is as follows for 2020 only:~~

2020

~~Thursday, December 24, 2020 — 4 hours (in addition to the 4 holiday hours)~~

~~Monday, December 28, 2020 — 8 hours~~

~~Tuesday, December 29, 2020 — 8 hours~~

~~Wednesday, December 30, 2020 — 8 hours~~

~~Thursday, December 31, 2020 — 4 hours (in addition to the 4 holiday hours)~~

~~The Parties will meet by September 1, 2021 to discuss the dates and amount of paid time for the 2021 Paid Closure. The Parties agree that negotiations regarding the 2021 closure will end by October 1, 2021.~~

- ~~3. Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.~~
- ~~4. Any employee who is required to work, by reason of the nature of the service of the department or by reason of a regularly scheduled other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled workweek of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.~~
- ~~5. When a holiday established by this article falls on a Saturday, the preceeding Friday shall be deemed to be the holiday in lieu of the day observed.~~
- ~~6. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.~~
- ~~7. Only 8 hours of holiday pay is permitted on any one full day holiday. Only 4 hours of holiday pay is permitted on any half day holiday. If the regular day exceeds 8 hours and the employee does not work it, vacation or comp time must be used for the difference.~~
- ~~8. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.~~
- ~~9. Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.~~

10. — An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account on or around the first full pay period in July of every year. This time shall not become vested until added to the account.

SECTION 34.01 EXTENSION OF CURRENT MOU.

~~Unless a provision of this MOU had sunset or is set to sunset, all other provisions of the 2017-2020 MOU are extended to June 30, 2022. This extension of terms includes the 50/50 split on future premium increases (Article 28 B) up to and including fiscal year 2021/2022 and 2022/2023, and the County Paid Closure (Article 19) as written above.~~

SECTION 34.02 ECONOMIC REOPENER.

~~During the term of this agreement, either party shall have the right to reopen the agreement prior to June 30, 2022 to discuss economic changes to the agreement. In the event that either party request to reopen the agreement, the parties shall meet within two (2) weeks of a request to meet and confer by the County.~~

SECTION 34.03 LAYOFF MEET AND DISCUSS.

~~During the term of this agreement, in the event that the County makes the decision to implement layoffs, the parties shall meet within fourteen (14) days prior to the effective date of the layoff to discuss and the County layoff. In the event that the parties are unable to resolve their layoff meeting, the Parties further agree that the County will be able to implement the layoffs under the County's existing personnel rules.~~

Dated: Original kept on file

Dated: Original kept on file

FOR C.L.O.C.E.A.:

FOR THE COUNTY:

Original signature kept on file

Original signature kept on file

Original signature kept on file

Original signature kept on file

Original signature kept on file

Original signature kept on file

Original signature kept on file

Errata Sheet
~~SIDE LETTER / MOU EXTENSION~~

~~TO THE 2019-2020 MOU~~
~~BETWEEN~~

~~THE COUNTY OF KINGS~~

~~AND THE~~
~~CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS~~

~~November 12, 2020~~

~~There was an inadvertent error on Article 19 Holidays, Section 1. Christmas Day was erroneously removed from the list of established holidays. Christmas Day should be included in the established days.~~

~~Accordingly, please see the revised Article 19 Holidays, Section 1.~~

~~ARTICLE 19 – HOLIDAYS~~

~~The following provisions of this Article are the entire policies and procedures affecting holidays provided Supervisors Employees:~~

~~1. — The days established as holidays are:~~

- ~~• — January 1, New Year's Day~~
- ~~• — Third Monday in January, Martin Luther King Day~~
- ~~• — Third Monday in February, Presidents Day~~
- ~~• — Last Monday in May, Memorial Day~~
- ~~• — July 4, Independence Day~~
- ~~• — First Monday in September, Labor Day~~
- ~~• — November 11, Veterans Day~~
- ~~• — The day designated as Thanksgiving Day~~
- ~~• — The day following Thanksgiving Day~~
- ~~• — Half day (4 hours) the working day before the day observed as Christmas Day.~~
- ~~• — **December 25, Christmas Day**~~
- ~~• — Half day (4 hours) the working day before the day observed as New Year's Day.~~
- ~~• — Such other days as the Board of Supervisors may determine by resolution.~~

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO
THE KINGS COUNTY BOARD OF SUPERVISORS

AND

SUPERVISORS UNIT MEMBERSHIP OF
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS
C.L.O.C.E.A

July 1, 2021 through June 30, 2025

BY AND BETWEEN

AUTHORIZED REPRESENTATIVES OF KINGS COUNTY
(hereinafter "County")

AND

AUTHORIZED REPRESENTATIVES OF C.L.O.C.E.A,
(hereinafter "Union")

MEMORANDUM OF UNDERSTANDING – SUPERVISORS UNIT EMPLOYEES

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MEMORANDUM OF UNDERSTANDING - SUPERVISORS UNIT EMPLOYEES

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MEMORANDUM OF UNDERSTANDING - SUPERVISORS UNIT EMPLOYEES

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ARTICLE 1 PREAMBLE

Representatives of the County of Kings and representatives of the California League of City Employees Associations, C.L.O.C.E.A, have met and conferred in good faith and have mutually agreed as a result of that process to recommend to the Kings County Board of Supervisors and the Supervisors Unit Membership of California League of City Employees Associations, C.L.O.C.E.A, adoption of this Memorandum of Understanding and implementation of its terms and conditions of employment.

ARTICLE 2 RECOGNITION

Pursuant to the provisions of the County's Employer-Employee Relations Policy and Chapter 10, Division 4 of the California Government Code (Section 3500 et seq.) the County has recognized California League of City Employees Associations, C.L.O.C.E.A, hereinafter shown as union, as the exclusive representative of all permanent County Employees in the Supervisory employees' bargaining unit (see Appendix A).

ARTICLE 3 PAYROLL DEDUCTION

It is understood and agreed by the parties that, pursuant to Article III, Section 14, of the Employer-Employee Relations Policy, the Union has the right to payroll deduction of membership dues and insurance premiums upon written authorization by the affected employee. Such deductions shall be made bi-weekly and forwarded to the Union.

ARTICLE 4 MAINTENANCE OF MEMBERSHIP

1. Beginning the effective date of this Agreement, all regular full time unit employees who are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall have Union dues deducted from their paychecks during the term of this Agreement, subject however, to the right to resign from Union membership during a thirty (30) calendar day window period commencing ninety (90) calendar days prior to the termination date of the agreement, and discontinue further Union dues deductions. Exceptions to this requirement are permissible only upon written release authorized by the Union.
2. The Union shall furnish any information needed by the County to fulfill its obligations under the provisions of this Article.
3. The Union shall indemnify and hold harmless the County and its Board individually and collectively from any legal costs and/or damages arising from claims, demands or liability by reason of litigation arising from this Article. The Union agrees to pay to the County all legal fees and legal costs incurred in

defending the County or its' Board against any court action and/or administrative action challenging the legality or constitutionality of the provisions of this Article or its implementation.

ARTICLE 5 FULL UNDERSTANDING

The Union and the County agree that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining and that this present document represents the full and complete understanding and agreement of the parties on terms and conditions of employment specifically addressed herein.

ARTICLE 6 CURRENT CHANGES IN TERMS AND CONDITIONS

It is understood and the parties agree that the only changes in terms and conditions of employment intended at this time are those specifically provided herein.

ARTICLE 7 MAINTENANCE OF BENEFITS

It is understood and the parties agree that for the term of this Agreement changes in terms and conditions of employment specifically referenced herein may be accomplished only through the "meet and confer" process and by mutual consent of the parties.

Changes in other terms and conditions of employment, not specifically referenced herein, may only be accomplished pursuant to applicable law.

ARTICLE 8 WAIVER OF APPEAL

It is understood and agreed that the waiver of appeal of any breach of any term or condition of employment, by either party, shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 9 SAVINGS

If any article or section of this Agreement, or any addition thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory replacement for such invalid or restrained article or section.

ARTICLE 10 ACCESS RULE

It is agreed that in the event a County Department Head formally objects to Union Representatives visiting a work location, the Representatives must provide notice to the County Human Resources Department one hour in advance of visits to such work location. Further, it is understood that regardless of objection or lack thereof, Union Representatives are not to disrupt the work of County employees in any fashion, or solicit Union membership on County time. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements. Union Representatives may not utilize employee only entrances and may be required to be escorted into various areas of work space at the discretion of the Department Head.

ARTICLE 11 UNION INFORMATION FOR NEW EMPLOYEES

It is understood that the County will not solicit members for the Union, but it is agreed that the County will inform all eligible new employees about the Recognized Employee Organization by providing membership materials supplied by the Union.

ARTICLE 12 STEWARDS RELEASE TIME

It is understood by the County and the Union that good organization, competent leadership, and well-informed representatives for both Management and Labor improve the employer-employee relationship and the communication process. Further, it is understood and agreed that morale and job performance may be directly related to a healthy, balanced, and mutually respectful employer-employee relationship. Consistent with the foregoing, it is therefore agreed that the Union may designate up to three (3) Shop Stewards who will be granted four (4) hours per month of release time to attend meetings of the Union Board of Stewards. All employees shall be released on the same day as designated by the Union, and the stewards' meetings shall be held at a site other than on County premises. Such release time may not be accumulated from month to month; employees who are sick or otherwise absent from work waive their right to release time

The Union may designate up to seven representatives who shall be authorized to attend all negotiation meetings between the Union and County. Three representatives shall be authorized to attend meetings of both the Health Insurance and Labor/Management committees.

ARTICLE 13 NO STRIKE -- NO LOCKOUT

During the term of this Memorandum of Understanding, C.L.O.C.E.A, its staff, elected officials, agents and members agree that they shall neither encourage nor engage in any strike, work stoppage, slowdown, sick-out, or other concerted refusal to work for or against Kings County.

In the event of a violation of this agreement, C.L.O.C.E.A agrees to contact the offending party, notify them that they are in violation of the agreement, and that their actions are not

supported by the Union. C.L.O.C.E.A agrees to use whatever authority it may possess at the time to halt any such violation.

Union members who violate this policy shall be subject to discharge or other discipline by the County without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited activity.

Any violation of this agreement by any person not an employee of the County but acting as an agent or representative of C.L.O.C.E.A shall be grounds for Kings County to withdraw the Union's payroll deduction privilege.

The County shall not lockout employees.

ARTICLE 14 COUNTY RIGHTS

Except as otherwise specifically provided in this Agreement, the County has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- a) To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- b) To manage all facilities and operations of the County, including the methods, means and personnel by which County operations are to be conducted.
- c) To schedule working hours and assign work.
- d) To establish, modify or change work schedules or standards.
- e) To direct the working forces, including the right to hire, assign, promote, demote or transfer any employee.
- f) To determine the location of all plants and facilities.
- g) To determine the layout and the machinery, equipment or materials to be used.
- h) To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- i) To determine the size and composition of the workforce.
- j) To determine policy and procedures affecting the selection or training of employees.
- k) To establish, assess and implement employee performance standards including, but not limited to, quality and quantity standards; the assessment of employee performance; and the procedures for said assessment.
- l) To control and determine the use and location of County property, material, machinery and/or equipment.
- m) To schedule the operation of and to determine the number and duration of shifts.
- n) To determine safety, health and property protection measures.

- o) To transfer work from one job to another or from one plant or unit to another.
- p) To introduce new, improved or different methods of operation or to change existing methods.
- q) To lay off employees from duty for lack of work, lack of funds or any other reason.
- r) To reprimand, suspend, discharge or otherwise discipline employees.
- s) To establish, modify, determine, or eliminate job classifications.
- t) To promulgate, modify and enforce work and safety rules and regulations.
- u) To take such other and further action as may be necessary to organize and operate the County in the most efficient and economical manner and in the best interest of the public it serves.
- v) To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.

ARTICLE 15 GRIEVANCE PROCEDURE (See Appendix B)

ARTICLE 16 SICK LEAVE

1. Accrual

- a. All regular full-time and regular part-time employees hired prior to January 1, 1999, shall be entitled to point zero-four-six-one-five-four (.046154) hours of sick leave with pay for each hour of the actual hours of regular employment.
- b. All regular full-time and regular part-time employees hired after January 1, 1999 will accrue sick leave as follows:

<u>Service</u> <u>Hours</u>	<u>Hours</u> <u>Earned</u>	<u>Sick leave earned at the rate of</u> <u>(based on hours worked)</u>
0 - 10,400	80 (10 days)	.038462
10,401 - 20,800	88 (11 days)	.042308
20,801 +	96 (12 days)	.046154

2. Absence Due to Death in Family (Section 7012.2 of Personnel Rules listed for reference purposes only).

Whenever any regular full-time or regular part-time employee is compelled to be absent from duty by death in the employee's immediate family, accumulated sick leave with pay, up to forty (40) regular working hours (Fire Unit - 72 hours)

may be granted upon the recommendation of the department head and approval of the Director.

Immediate family, for the purposes of this section, is defined as follows:

Children (Legal Wards)
Parents
Grandchildren
Grandparents
Brothers
Sisters
Spouse or Registered Domestic Partner

Whether by blood or marriage or adoption.

ARTICLE 17 USE OF EMPLOYEE BENEFITS

No employee shall be discriminated against or disciplined for the legitimate use of any right, privilege or benefit.

ARTICLE 18 VACATION

1. An eligible employee may accrue vacation at the appropriate rate applicable to the employees' length of service (2080 hours of actual service as defined in the County Personnel rules equals one year) as follows:

- a) Employees hired prior to January 1, 1999:

Service Hours	Hours (days) Earned (based on hrs)	Rate (based on hours)
0 - 10,400	96 (12 days)	.046154
10,401 - 20,800	120 (15 days)	.057693
20,801 - 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

- b) Employees hired January 1, 1999 or later:

Service Hours	Hours (days) Earned (based on hrs)	Rate (based on hours)
0 - 4,160	80 (10 days)	.038462
4,161 - 10,400	96 (12 days)	.046154
10,401 - 20,800	120 (15 days)	.057693
20,801 - 31,200	140 (17.5 days)	.067308
31,201 +	160 (20 days)	.076924

2. An eligible employee may accrue vacation at the appropriate rate applicable to the employee's length of service (as set forth in 1a and 1b above) until the employee reaches one of the following accrued hours of vacation limits:

<u>Hours (days)</u> <u>Earned (based on hrs)</u>	<u>Maximum Vacation</u> <u>Accumulation Limits</u>
80 (10 days)	160 hours
96 (12 days)	192 hours
120 (15 days)	240 hours
140 (17.5 days)	280 hours
160 (20 days)	320 hours

Once the appropriate accumulation limit has been reached, the employee shall cease to earn additional vacation until the employee's accumulated vacation balance falls below the limits listed above.

ARTICLE 19 HOLIDAYS

The following provisions of this Article are the entire policies and procedures affecting holidays provided Miscellaneous Employees:

1. The days established as holidays are:

January 1, New Year's Day
Third Monday in January, Martin Luther King Day
Third Monday in February, Presidents Day
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
November 11, Veterans Day
The day designated as Thanksgiving Day
The day following Thanksgiving Day
Half-day (4 hours) the working day before the day observed as Christmas Day.
December 25, Christmas Day
Half-day (4 hours) the working day before the day observed as New Year's Day.
Such other days as the Board of Supervisors may determine by resolution.

Paid Closure

In 2021, 2022, 2023, and 2024 County offices (where possible) will be closed to the public the week after Christmas providing three and one-half days of holiday time to all employees in the bargaining unit. If any employee is required to work during this period when their office is closed, or is not permitted to have the

time off in their department due to 24-hour shift requirements, these employees shall be paid straight-time holiday in-lieu pay, up to the actual amount of time worked, not to exceed 28 hours for 2021, 2022, 2023, and 2024, during that week.

Part time employees will participate in the closure based on their assigned hours and earnings on a pro-rated basis. Employees on a paid leave of absence will participate in the closure; however, employees on unpaid leaves of absence will be excluded.

The specific dates for these additional hours of holiday time are as follows:

2021

Tuesday, December 28, 2021 – 8 hours
Wednesday, December 29, 2021 – 8 hours
Thursday, December 30, 2021 – 8 hours
Friday, December 31, 2021 – 4 hours

2022

Tuesday, December 27, 2022 – 8 hours
Wednesday, December 28, 2022 – 8 hours
Thursday, December 29, 2022 – 8 hours
Friday, December 30, 2022 – 4 hours

2023

Tuesday, December 26, 2023 – 8 hours
Wednesday, December 27, 2023 – 8 hours
Thursday, December 28, 2023 – 8 hours
Friday, December 29, 2023 – 4 hours

2024

Thursday, December 26, 2024 – 8 hours
Friday, December 27, 2024 – 8 hours
Monday, December 30, 2024 – 8 hours
Tuesday, December 31, 2024 – 4 hours

The parties agree that so long as a current Memorandum of Understanding (MOU) has not expired, CLOCEA shall receive the holiday closure consistent with the Article above (28 hours). When necessary, the parties agree to meet no later than September 1st or as needed to designate the dates for the holiday closure. In the event that an MOU term expires (Article 35), the holiday closure shall not be guaranteed and will be extended by Side Letter Agreement only.

2. Nothing herein shall prevent the head of any department or institution which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work on any holiday.

3. Any employee who is required to work, by reason of the nature of the service of the department or by reason of a regularly scheduled workweek other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled workweek of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees equally.
4. When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
5. When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
6. Only 8 hours of holiday pay is permitted on any one full-day holiday. Only 4 hours of holiday pay is permitted on any half-day holiday. If the regular day exceeds 8 hours and the employee does not work it, vacation or comp time must be used for the difference.
7. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time service.
8. Notwithstanding anything in this Article to the contrary, extra help employees shall not be entitled to paid holidays.
9. An additional eight (8) hours shall be added, in a lump amount, to each covered employee's vacation account Pay Period 15 of every year. This time shall not become vested until added to the account. If the accrual of these 8 hours would cause the employee to reach or exceed their accrual cap, the employee shall not lose any of these hours, however, the employee will not accrue any additional vacation until they are below the vacation limit.

ARTICLE 20 OVERTIME COMPENSATION

1. All employees shall receive FLSA overtime consistent with existing law.
2. For non-law enforcement personnel FLSA overtime shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate for authorized hours worked in excess of forty (40) hours per work week. The workweek is defined as seven (7) consecutive calendar days, Monday through Sunday (unless a 9/80 is approved).
3. For law enforcement personnel (i.e. welfare investigator and juvenile correctional officer classifications) FLSA overtime shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate for authorized hours worked in excess of 80 in a 14 day work period.

4. Only hours worked shall be counted as time worked for purposes of computing time and one-half overtime, except that hours paid for pre-approved vacation, comp-time, and holidays shall be counted as hours worked for purposes of computing overtime. Sick leave, and vacation in-lieu and comp-time in-lieu of sick leave shall not count as hours worked.
5. The County will pay an amount equal to time and one-half over and above the current hourly rate of pay for an employee required to work in excess of eight (8) hours per workday or an approved alternate longer regular work-shift. A workday is defined as a 24-hour period.
6. It is specifically understood that overtime does not apply to unauthorized hours of work or standby time.
7. All overtime worked shall be either paid on the payday following the pay period in which it was earned, or accumulated to be taken as compensatory time off. Compensatory time shall be accumulated at the same rate as overtime and may be taken off at a time designated by the employee with the approval of the Department Head or his/her designee.

ARTICLE 21 COMPENSATORY TIME OFF

Compensatory time is any time which may be taken off by an employee in lieu of cash payment for hours worked beyond the normal work period. Compensatory time is accrued at the same rate as overtime. All time to be taken as compensatory time is to be formally recorded. Employees with thirty hours or less accrued compensatory time may elect to use vacation or compensatory time. Employees with more than thirty accrued hours compensatory time shall use compensatory time before using vacation time. The accrual cap for compensatory time off for members of this unit is 60 hours.

ARTICLE 22 MILEAGE REIMBURSEMENT

Employees may be required to use personal vehicles for travel in performance of their duties. In this case, the mileage shall be reimbursed at the rate allowable under I.R.S. regulations as determined and administered by the Director of Finance.

ARTICLE 23 CALL BACK PAY

1. The County will compensate employees for a minimum of two (2) hours at the overtime rate when they are called back for active duty and have previously departed the work site. Call back will begin when the employee arrives at the regular work site. However, employees who report to a place other than their regular work site will receive call back for any time beyond the employees' normal commute to and from his or her regular work site.

2. Minimum "call-back shall not apply to work which is by phone, computer, or is otherwise accomplished without requiring the employee to physically travel to the worksite. When an employee is called or otherwise contacted while off-duty to handle work over the phone or by computer, the employee shall be compensated for one-half (1/2) hour straight time pay (equals 20 minutes at 1.5 overtime rate) or actual time spent on the call, computer or otherwise performing authorized overtime work which does not require the employee to physically travel to the worksite, whichever is greater.

ARTICLE 24 STANDBY PAY

Employees shall receive two dollars (\$2.00) for each hour of formally assigned standby time. Standby time shall be defined as that time other than the normal duty shift during which an employee is required to remain available for call and ready for duty. Employees shall be assigned standby for no less than twelve (12) hours.

ARTICLE 25 FAMILY ILLNESS LEAVE

In compliance with Labor Code 233, an employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to:

- 1) A child, which for purposes of this article means a biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
- 2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- 3) A spouse;
- 4) A registered domestic partner;
- 5) A grandparent;
- 6) A grandchild; or
- 7) A sibling.

The categories of qualifying family members defined above are defined by law as of the signing of this agreement. The intent of this section is to reflect the requirements of current law and this section is not intended to contradict, supplement, or diminish these legal requirements. Accordingly, any changes to such applicable laws shall supersede this MOU section.

All conditions and restrictions placed by the County upon the use by an employee of sick leave shall also apply to use by an employee of sick leave to attend to an illness of their family member as defined above. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave.

Employees shall indicate requests for family illness leave on an appropriate County form prior to approval. All time utilized as family illness leave shall be formally recorded.

ARTICLE 26 UNIFORM ALLOWANCE

For the term of this Agreement and subject to the conditions described in Article 26, the following classes shall receive a yearly uniform allowance in the amount indicated:

Building Maintenance Supervisor	\$150
Juvenile Corrections Lieutenant	\$450
Janitor Supervisor	\$150
Records Supervisor & Automation Coordinator	\$275
Senior Emergency Dispatcher	\$275
Senior Jail Cook	\$275
Supervising Building Operations Specialist	\$202

1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Only the initial uniform allowance paid to employees shall be paid in a lump sum. New employees shall receive their initial allowance in the first full pay period following the date of employment. Employees who voluntarily terminate within the first 90 days after receiving their initial allowance shall be required to reimburse the County for one-half of their initial allowance. Those who voluntarily terminate during the second 90 days after receiving their initial allowance will be required to reimburse the County for one-quarter of the allowance.
2. Eligible employees who are on the regular County payroll in paid status shall receive the annual uniform allowance as follows: Employees will be paid 1/26 of the annual allowance each pay period in paid status. The uniform allowance shall not be paid for any pay period the employee is in unpaid status the entire pay period.
3. For employees hired on or after January 1, 2013 and designated as "new members" to CalPERS, any uniform allowance will not be subject to PERS pursuant to AB 340/SB197 (Pension Reform Act of 2013).

ARTICLE 27 DISABILITY INSURANCE (S.D.I.)

Since January 1, 1982, the County has contracted for State Disability Insurance for all employees of the General Employees' Bargaining Unit. Premiums for this insurance are employee paid and all employees must participate.

ARTICLE 28 HEALTH/DENTAL/OPTICAL PLAN

Employees who are enrolled in a pretax insurance plan will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying event.

- A) Effective July 1, 2021 (pay period 14-2021) and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan shall be as follows:

Health/Dental/Vision Plan Level	County Monthly Contribution
Single	\$450.78
Two-Party	\$820.66
Family	\$1,234.80

Dental/Vision Plan Only	County Monthly Contribution
Single	\$31.14
Two-Party	\$58.42
Family	\$91.88

(1) This benefit tier is for employees who can demonstrate they are covered for health insurance through the military.

- B) Insurance premium increases shall be split 50/50 between the employer and employee through the term of this agreement. At the expiration of this contract, absent a successor agreement, the employee is responsible for paying 100 percent of any premium increases.
- C) The County and C.L.O.C.E.A. agree that meet and confer discussions regarding the structure of medical/dental/optical insurance coverage's shall take place each year through the Joint County/Employee Medical Insurance Committee. The Committee shall consist of one voting representative from each bargaining unit and unrepresented management (except for the General Unit which has three) and the County. If any changes are needed to the structure of the plan, a good faith effort will be made to make such recommendations to the Board of Supervisors by April 15 of that year. The County's contribution toward medical/dental/optical premiums are set in this Article above.

ARTICLE 29 EMPLOYEE ASSISTANCE PROGRAM

The County will contract for an employee assistance program (EAP) which will provide for assessment, diagnosis, short-term consultation and referral to the most appropriate community

resources for employees and dependents. Employees may voluntarily utilize the program or, with just cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 28 shall advise the County on plan design and selection of providers.

ARTICLE 30 RETIREMENT

Miscellaneous Non-Safety

1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2% at 62 Miscellaneous Plan pursuant to AB 340/SB197 (Pension Reform Act 2013). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently 6.25% of salary. Such payment shall vest to the employee.
2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 2% at 55 Miscellaneous Plan. These employees pay the entire employee contribution of 7.0% of salary. Such payment shall vest to the employee.
 - a) The 2% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.
 - b) The Miscellaneous Plan has also been modified as follows. Bargaining unit employees shall have, at their option, the ability to: (1) apply to PERS for retirement service credit for their unused sick leave balance, OR (2) the option to implement the applicable provisions of Article 37 below (Retiree Health Insurance).

Safety

1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2.7% at 57 Safety Plan pursuant to AB 340/SB197 (Pension Reform Act of 2013). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently 10.75% of salary. Such payment shall vest to the employee.
2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 3% at 55 Safety Plan, which became effective 4/1/02. These employees pay the entire 9% of salary PERS employee contribution. Such payment shall vest to the employee.

- a) The 3% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.

ARTICLE 31 BILINGUAL PAY

Bilingual employees assigned to public contact positions shall be entitled to Level I Conversational bilingual compensation in the amount of \$25.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time. Bilingual employees assigned to public contact positions may be entitled to Level II Advanced bilingual compensation in the amount of \$50.00 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time including the use of advanced bilingual skills at least 25 percent (25%) of their productive time, and the employee has passed the corresponding County selected bilingual proficiency examination.

Employees receiving Level II Advanced bilingual compensation shall not be entitled to receive Level I Conversational bilingual compensation. Employees that translate for more than one language are not eligible to receive additional bilingual compensation for the additional language(s). Bilingual pay requires approval by the Human Resources Director upon request of the Department Head. Where necessary, job audits may be conducted to determine whether the established percentage criteria are being met. For highly specialized or highly technical situations, or where the job knowledge is critical to ensuring that competent and accurate translation is available on an on call or as needed basis and upon request of the Department, the County Administrative Officer may waive the percentage requirements.

Bilingual pay shall be terminated if the Department determines that the percentage or level of bilingual services provided by the employee falls below the established criteria for compensation, or the employee fails to pass a proficiency examination, or the department determines that the employee fails to demonstrate satisfactory performance in providing bilingual services. Bilingual pay shall be terminated and a new request for bilingual compensation may be submitted if employee is demoted, promoted, transferred or reassigned. The decision of the Human Resources Director regarding the granting and termination of bilingual payment shall be final and shall not be subject to appeal or grievance procedures. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. When a part-time employee is assigned bilingual duties the bilingual pay shall be prorated.

ARTICLE 32 LAYOFF PRIVILEGES

Within the employee's current department, at his or her discretion, an employee affected by layoff may displace an employee in the class in which the affected employee previously held permanent status in that department within the previous five years. Employees may only displace other employees with less seniority. Seniority computation for displacement purposes is made on the same basis as for the original layoff.

ARTICLE 33 SALARY

Employees in classifications covered by this Agreement (see Appendix A) shall receive a 4.0 range (approximately 4%) salary increase effective September 6, 2021 (PP19-2021) or upon ratification, whichever is later. Additionally, all employees in classifications covered by this Agreement shall receive a lump sum of \$500 effective September 6, 2021 (PP19-2021) or upon ratification, whichever is later.

Employees in classifications covered by this Agreement, in the second year of the Agreement (FY 22-23) shall receive a 3.0 range (approximately 3%) salary increase effective July 11, 2022 (PP15-2022).

In the third year of this Agreement (FY 23-24), all employees in classifications by this Agreement (see Appendix A) shall receive a 1.0 range (approximately 1%) salary increase effective July 10, 2023 (PP15-2023). In the third year of the Agreement, either party can reopen the Agreement to bargain over wages and compensation.

In the fourth year of this Agreement (FY 24-25), all employees in classifications by this Agreement (see Appendix A) shall receive a 1.0 range (approximately 1%) salary increase effective July 6, 2024 (PP15-2024).

ARTICLE 34 TERM

Except where otherwise specifically stated herein, this agreement shall be effective the first full pay period following ratification and approval of the Board of Supervisors through June 30, 2025.

ARTICLE 35 TRAINING NOTICE

Employees shall receive 48 working hours' advance notice of any mandatory training within the County scheduled to take place outside of the regularly scheduled work time and 5 working days' advance notice of any mandatory training outside the County scheduled to take place outside of the regularly scheduled work time. If an employee receives less than the specified advance notice, the training shall no longer be mandatory. However, the employee may elect to attend and still receive compensation in the same manner as if attendance had been mandatory.

ARTICLE 36 TERM LIFE INSURANCE

The County provides at County expense, a \$10,000 death benefit group term life insurance policy covering each represented employee. The life insurance coverage will terminate upon the employee's date of separation from County employment, whether through voluntary resignation, layoff, termination or retirement.

ARTICLE 37 RETIREE HEALTH BENEFIT:

This Article does not apply for employees who elect the PERS service credit.

- a) Employees hired after January 1, 1999, who have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an “account” to be used toward Kings County health insurance premiums, at a rate not to exceed the family option per month until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. The retiree health benefit percentage shall be as follows:

<u>Service Hours</u>	Percent of compensation (based on hours) Retiree Health Benefit
20,801 - 31,200	25%
31,201 - 41,600	35%
41,601 and over	45%

To qualify for the retiree health benefit the employee and any dependents to be covered must be enrolled in the County’s existing health benefit plan at the time of the employee’s retirement from County service. Retiree health benefit payments may be used toward coverage for the employee’s dependents only as long as the dependent(s) is eligible for coverage under the plan, has not reached Medicare eligibility and, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare eligibility and there is money remaining in the account, the employee’s covered dependent(s) may continue to use the account toward Kings County health insurance premiums or Medicare supplemental insurance premiums, if eligible as stated above. Any unused balance in the account remains the property of the County.

- b) Employees hired prior to January 1, 1999, who separate in good standing shall be allowed a one time irrevocable election to decide whether to receive the retiree health benefit option (if eligible) or cash as follows:

Service Hours	Percent of Compensation (based on hrs) <u>Cash</u>	<u>OR</u>	Percent of Compensation (based on hrs) Retiree Health <u>Benefit</u>
10,401 - 41,600	25%		40%
41,601 and over	30%		50%

Taxes will be paid by the employee on full cash distribution, or the portion of the deposit into the account that could have been taken in cash. Additionally, the cash benefit is taxable in the year the cash is received. Any unused balance in the account remains the property of the County.

1) Retiree health benefit option:

To qualify for the retiree health benefit (non-cash) employees must have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of separation from Kings County employment. A percentage of the dollar value of accrued sick leave (at time of retirement) will be put into an “account” to be used toward Kings County health insurance premiums. The employee and any dependents to be covered must be enrolled in the County’s existing health benefit plan at the time of the employee’s retirement in good standing from County service. Employees electing to utilize the retiree health benefit option must-submit their election in writing to the County Department of Finance not later than 14 days after the effective date of retirement. If the employee elects the retiree health benefit option, the County will pay up to the family option per month toward the employee’s health insurance premium until the employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. Retiree health benefit payments may be used toward coverage for the employee’s dependents only as long as the dependent(s) is eligible for coverage under the plan; has not reached Medicare eligibility and, in the case of children, only to the age permitted under the plan contract as dependent children. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. If the retiree dies prior to Medicare eligibility and there is money remaining in the account, the employee’s dependent(s) may continue to use the account, if eligible as stated above. In the event of death of an eligible employee (while still employed in good standing), the qualifying eligible dependent(s) shall make a determination of either cash or the retiree health benefit option within 30 days of the death of the employee.

2) Cash benefit option:

Employees who fail to elect the retiree health benefit will be cashed out, if eligible. If the employee elects the cash option, the employee will receive the benefit if the employee separates in good standing as a result of resignation, layoff, retirement or death.

ARTICLE 38 DIRECT DEPOSIT OF PAYROLL CHECKS

Effective January 1, 2018, all employees shall be subject to mandatory participation in the direct deposit of their County payroll checks. Prior to the commencement of employment, any

such employee shall complete a direct deposit sign-up/authorization form for the direct deposit of the payroll check.

ARTICLE 39 USE OF COUNTY MAIL AND EMAIL SYSTEMS

The Union shall have rights to utilize the County inter-office mail and email systems for the conduct of Association business as long as these communications contain no political endorsements for elected offices. Should this occur, the County reserves the right to revoke this provision.

ARTICLE 40 HUMAN SERVICES AGENCY CALL CENTER

The County anticipates that the HSA Call Center will be open and functioning by October 1, 2013. The Parties acknowledge that operation of the Call Center may have unforeseen impacts to employee's terms and conditions of employment which are not covered by the Parties' MOU. The County acknowledges its duty to meet regarding changes, or impacts, to terms and conditions of employment. The Union acknowledges that the County has specific rights delineated in Article 14 of the Parties' MOU and nothing within this article will abridge those rights.

ARTICLE 41 PUBLIC HEALTH DEPARTMENT PROFESSIONAL LICENSES

The County will pay for the professional license fees for unit members in the following classifications:

Senior Public Health Nurse	\$140 every 2 years
Senior Dietitian	\$50 annually

ARTICLE 42 INCORPORATION OF ALL PRIOR SIDE LETTERS (Appendix C)

The Parties mutually agree that all prior side letters are incorporated in to this MOU as listed on Appendix C.

ARTICLE 43 ORGANIZATIONAL SECURITY

No petition for the purpose of decertifying the existing formally recognized employee organizations may be submitted during the term of this Agreement.

ARTICLE 44 SOCIAL SERVICES WORKERS – CPS

Upon request, and subject to Social Services Program Manager approval, Social Service - CPS workers who work more than 14 hours in a 24 hour period may utilize vacation or comp time in order to take time off the following day.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

C.L.O.C.E.A
AUTHORIZED
REPRESENTATIVES

COUNTY OF KINGS
REPRESENTATIVES

Bill Shawhan, Administrator

Henie Ring, Human Resources Director

Mike Cosenza

Carolyn Leist, Principal Personnel Analyst

Tina Ayala

Thomas Empey

Manuela Wyatt

**SUPERVISORS UNIT MOU
APPENDIX A
COVERED CLASSIFICATIONS**

Behavioral Health Unit Supervisor
Building Maintenance Supervisor
Case Review Supervisor
Central Services Supervisor
Child Support Office Supervisor
Child Support Supervisor
Eligibility Supervisor
Employment & Training Supervisor
Human Services Office Supervisor
Janitor Supervisor
Juvenile Corrections Officer IV
Legal Office Supervisor
Principal Information Technology Analyst
Public Health Office Supervisor
Records and Information Management Supervisor
Roads Supervisor
Senior Accounting Assistant
Senior Appraiser
Senior Dietitian
Senior Emergency Dispatcher
Senior Jail Cook
Senior Public Health Nurse
Social Service Supervisor
Social Service Supervisor- CPS
Tax Collection Supervisor
Work Crew Supervisor

SUPERVISORS UNIT MOU
APPENDIX B
KINGS COUNTY GRIEVANCE PROCEDURE

Grievance Procedure

This section deals with the County's grievance procedures and methods are hereby established to assure systematic consideration of an individual employee's grievance in the interest of obtaining a fair and equitable solution.

Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County of Kings to provide efficient and continuous services to the public. Employee morale is an important factor in maintaining a high level of public service and the administration has a responsibility to provide an orderly and expeditious method for resolving problems which may arise from working relationships and conditions.

Explanation of Rules

1. Except where a remedy is otherwise provided for by State Law, the County Ordinance Code or these rules, any employee shall have the right to present a grievance arising from his/her employment in accordance with the provisions of this procedure.
2. All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved employee shall have the assurance that filing of a grievance will not result in reprisal of any nature.
3. The aggrieved employee shall have the right to be represented or accompanied by a person of his/her choice if the complaint is not resolved at the informal level as provided for in step one of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor, as provided in step two of the grievance procedure.
4. The processing of a grievance shall be considered as County business, and the employee and his/her representative shall have reasonable time and facilities allocated. The use of County time for this purpose shall not be excessive, nor shall this privilege be abused.
5. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasions the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

6. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits.
7. Any person responsible for conducting any conference, meeting, or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
8. When two or more employees of the same department experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate supervisor, superior or department head who has the prime responsibility for all of the aggrieved employees. In any event the County retains the right to consider separate grievances together if they concern the same or similar problems.
9. The parties may mutually agree to waive any step of the grievance procedure.

Definitions

These definitions are related to the grievance procedure only and shall be superseded in all other cases by the Definitions Section of these rules.

1. Employee - An individual occupying a position allocated by the Board of Supervisors as part of the regular staffing of the department.
2. Immediate Supervisor - The individual who assigns, reviews or directs the work of an employee.
3. Superior - The individual to whom an immediate supervisor reports.
4. Representative - The person selected by the employee, to appear along with him/her in the presentation of his/her grievance.
5. Department Head - The administrative head of the department involved.
6. Grievance - A complaint of an employee relating to any phase of his/her employment or working conditions except matters that are within the exclusive field of management functions. This shall include, but not be limited to, a disagreement involving the work situation in which an individual employee believes that an injustice has been done because of:
 - a) A deviation from a policy; or,
 - b) The misinterpretation of a policy; or,
 - c) The misinterpretation or misapplication of a Statute, Ordinance or Resolution of the Board of Supervisors relating to the employment of the individual.

Procedural Steps

1. Step 1 - When an employee becomes aware that dissatisfaction exists with his/her work or work situation, he/she should discuss the matter informally with the immediate

supervisor. Initial discussion should be sought by the employee not later than five working days after the alleged grievance occurred or after the employee should reasonably have been aware of the incident causing the grievance. The following provisions relating to formal grievance procedure do not restrict the employee and supervisor from seeking advice and counsel from superiors and department heads when:

- a) Mutually consented to by employee and supervisor.
 - b) It appears that settlement can be reached at this informal level.
2. Step 2 - If, within five working days, a mutually acceptable solution has not been reached at the informal level, the employee shall submit the grievance in writing to the immediate supervisor's superior. At this point, the grievance hearing process becomes formal and the employee may choose to be accompanied by a representative of his/her choice. After formal hearing, the supervisor's superior will render a written decision within five working days.
 3. Step 3 - If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance be presented to the department head for review. This request must be made within five working days of the receipt of the written decision. The department head will hear the grievance and give a written decision within five working days of the receipt of the formal grievance papers.
 4. Step 4 - If the employee is dissatisfied with the decision of the department head, he/she may, within five working days of the receipt of that decision, request that the grievance be presented to the Appeals Board for review. A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

Grievances Confidential

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

SUPERVISORS UNIT MOU
APPENDIX C
INCORPORATION OF ALL PRIOR SIDE LETTER

Dated	Union signed	County signed	Subject
8/1/1989	8/1/1989	8/1/1989	Administrative Personnel Practices
3/22/1991	3/25/1991	3/25/1991	Governing Requirement to Fingerprint Janitorial Staff
3/10/1994	3/14/1994	3/10/1994	Appraiser & Auditor-Appraisers 4/10 schedule
2/2/1999	2/8/1999	2/2/1999	Mileage Reimbursement
8/28/2001	8/29/2001	8/28/2001	9/80 Work Schedule - Health Department
1/11/2002	1/14/2002	1/11/2002	Flex Schedule for MSW education purposes
1/15/2002	1/18/2002	1/15/2002	9/80 Work Schedule - JTO (Job Training Office)
3/20/2002	3/29/2002	3/20/2002	Flex Schedule for Library Services Coordinator
5/13/2002	5/15/2002	5/13/2002	Retiree Health Program Expansion
10/23/2002	10/30/2002	10/23/2002	Alternate Schedules in Sheriff Records and Dispatch
9/15/2003	9/18/2003	9/15/2003	Dress Code (Information Technology Department)
6/8/2004	6/17/2004	6/8/2004	Dress Code (Probation Department)
12/14/2004	12/14/2004		Written Reprimand not appealable
3/16/2005	3/18/2005	3/16/2005	Sick Leave Conversion Language
11/2/2005	11/4/2005	11/2/2005	Weekend Crew Assignments- PW, Roads Division
11/10/2005	11/14/2005	11/10/2005	Holiday Work Schedule for 2005 Only- PW, Roads Division
7/26/2006	7/27/2006	7/26/2006	Work Schedules in Parks Division of Public Works
8/11/2006	8/18/2006	8/11/2008	Work Schedule in Sheriff Dispatch
10/23/2006	10/24/2006	10/23/2006	12 Hour Shift Schedule in Sheriff's Dispatch
10/30/2006	11/2/2006	10/30/2006	Probationary Period Change for Sheriff Records Clerk Class
11/3/2006	11/3/2006	11/3/2006	Social Service Worker II/III, Prac I Minimum Qualifications
3/27/2007	3/28/2007	3/27/2007	9/80 Pilot Work Schedule Program for Social Serv. Division
3/27/2007	3/28/2007	3/27/2007	Revision to Side Letter 11/3/2006, Social Serv. Wker Min Quals
5/22/2007	5/31/2007	5/22/2007	Work Schedules in Parks Division of Public Works
7/11/2007	7/11/2007	7/17/2007	Annual Leave Sign-Up Procedure, Sheriff's Office- 911 Dispatch
8/2/2007	8/2/2007	8/2/2007	Maintenance of Membership (Article 4)
10/15/2007	10/17/2007	10/15/2007	Flex Schedule in First 5 Commission Office
11/19/2007	11/23/2007	11/19/2007	Correction to 9/80 Revision Side Letter - Health Department
11/16/2007	11/16/2007	11/16/2007	Revision to Side Letter - 9/80 Work Schedule, Health Dept.
2/22/2008	2/23/2008	2/22/2008	Work Schedule for Deputy Sheriff Cadet
4/8/2008	4/10/2008	4/8/2008	Holidays (Article 19)
5/5/2008	5/7/2008	5/5/2007	Eight (8) Hour Workday Flex Schedule for Child Support
7/17/2008	7/18/2008	7/17/2008	Parks Division - Change Rest Period Schedule
8/11/2008	8/14/2008	8/11/2008	Proposed Change 9/80 Schedule Agreement - Human Serv.
12/11/2008	12/11/2008	12/11/2008	Dress Code, Ag Commissioner's Office

8/28/2009	8/28/2009	8/28/2009	Reduce EAP benefit from 6 to 3 visits
2/23/2010	2/24/2010	2/23/2010	4/10 Work Schedule Agreement; Process Server- DA's Office
7/6/2010	7/6/2010	7/6/2010	Uniform Allowance for Fire Department positions
8/5/2010	8/5/2010	8/5/2010	Uniform Allowance for Senior Emergency Dispatcher
8/16/2010	8/16/2010	8/16/2010	Discontinuation of Human Services Van Transport to Corcoran
9/17/2010	9/21/2010	9/17/2010	Alternate Schedules in Sheriff Records
10/28/2011	10/28/2011	10/28/2011	4/10 Work Schedule for Building Maintenance Workers in PW
12/5/2011	12/5/2011	12/5/2011	Shift Change for Juvenile Center Support Clerks
12/15/2011	12/15/2011	12/15/2011	Shift Bidding Process Juvenile Center Facilities in Probation

H:\MOU\Appendix\Supervisor Appendix C 2013.doc

SUPERVISORS UNIT MOU
APPENDIX D
 SIDE LETTER BETWEEN THE COUNTY OF KINGS (COUNTY) AND
 C.L.O.C.E.A. – SUPERVISORS UNIT
 April 2015

The County and the CLOCEA agree that a 1/10th of an hour rounding rule shall be applied to timekeeping processes for all hourly employees. Therefore the County and Supervisors Unit agree to abide by the rounding chart provided as follows in creating and applying work rules relative to rounding in the PeopleSoft Time and Labor module:

Chart to convert Minutes to Tenths of an Hour

Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported
1 min.	0.0	21 min.	0.4	41 min.	0.7
2 min.	0.0	22 min.	0.4	42 min.	0.7
3 min.	0.1	23 min.	0.4	43 min.	0.7
4 min.	0.1	24 min.	0.4	44 min.	0.7
5 min.	0.1	25 min.	0.4	45 min.	0.8
6 min.	0.1	26 min.	0.4	46 min.	0.8
7 min.	0.1	27 min.	0.5	47 min.	0.8
8 min.	0.1	28 min.	0.5	48 min.	0.8
9 min.	0.2	29 min.	0.5	49 min.	0.8
10 min.	0.2	30 min.	0.5	50 min.	0.8
11 min.	0.2	31 min.	0.5	51 min.	0.9
12 min.	0.2	32 min.	0.5	52 min.	0.9
13 min.	0.2	33 min.	0.6	53 min.	0.9
14 min.	0.2	34 min.	0.6	54 min.	0.9
15 min.	0.3	35 min.	0.6	55 min.	0.9
16 min.	0.3	36 min.	0.6	56 min.	0.9
17 min.	0.3	37 min.	0.6	57 min.	1.0
18 min.	0.3	38 min.	0.6	58 min.	1.0
19 min.	0.3	39 min.	0.7	59 min.	1.0
20 min.	0.3	40 min.	0.7	60 min.	1.0

SUPERVISORS UNIT MOU
APPENDIX E
SIDE LETTER BETWEEN THE COUNTY OF KINGS (COUNTY) AND
C.L.O.C.E.A. – SUPERVISORS UNIT
November, 2016



COUNTY OF KINGS

DEPARTMENT OF **HUMAN RESOURCES**

County Government Center
1400 West Lacey Boulevard
Hanford, CA 93230
Phone (559) 852-2510
Fax (559) 585-1036

Leslie McCormick Wilson,
Director

EQUAL OPPORTUNITY EMPLOYER

November 28, 2016

Bill Shawhan
C.L.O.C.E.A.
113 N. Irwin Street
Hanford, California 93230

Re: Side Letter Between County of Kings (County) and C.L.O.C.E.A. – Supervisors Unit

This is to confirm that C.L.O.C.E.A. – Supervisors Unit and the County of Kings hereby agree that ten names will constitute a basic certification for open recruitment employment lists. This type of recruitment is normally conducted to fill vacancies which are either entry level in nature or not a normal progression in a series.

C.L.O.C.E.A. – Supervisors Unit and the County have mutually agreed to the following changes to the Kings County Personnel Rules, Chapter 4, "Selection Process", Section 4052 – 4053.3 regarding the changes to eligible list resulting from Open Recruitments as follows:

4052 Number of Eligibles to be Certified to Permanent Positions

4052.1 To a One-Position Vacancy

Five names constitute a basic certification (ten names when there was an Open Recruitment).

An exception to the certification of five eligibles (ten eligibles for Open Recruitments) exists when there is a departmental layoff list, in which case only the eligible highest ranking on the layoff list will be certified.

4052.2 To Multiple Vacancies

Four names in addition to the number of vacancies constitutes a basic certification (nine names in addition to the number of vacancies when there was an Open Recruitment).

4052.3 Incomplete Certification

If there are less than five eligible available (less than ten eligible for Open Recruitments) on an employment list, the Personnel Department will make a certification in response to the department's request. The department may, at its discretion, make an appointment from those certified or request additional eligibles to provide complete certification.

4052.4 Resolving Ties

When the score for the last certifiable name on an eligible list is the same score as one or more eligibles following, all names having that same score shall be certified.

If this revision meets with the Union's approval, please sign, date and return this document to me no later than December 9, 2016. A fully executed copy will be returned to you for your records.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.

SUPERVISORS UNIT:

COUNTY:

Original signatures kept on file

LETTER OF AGREEMENT
BETWEEN
THE COUNTY OF KINGS
AND
CALIFORNIA LEAGUE OF CITY EMPLOYEES ASSOCIATIONS
C.L.O.C.E.A
November 20, 2017

8:00 a.m. - 4:30 p.m.	Operational hours to the public; lobbies open to the public
9:00 a.m. - 4:30 p.m.	Core hours
7:30 a.m. - 9:00 a.m.	Flex start time (employee arrival time)
4:30 p.m. - 6:00 p.m.	Flex end time (employee departure time)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Letter of Agreement the day, month and year first above written.

Leslie McCormick Wilson
Human Resources Director



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 14, 2021

SUBMITTED BY: Department of Public Works – Dominic Tyburski

SUBJECT: RESOLUTION OF INTENT TO FORM A ZONE OF BENEFIT AND IMPOSE A
PARCEL TAX FOR ROAD IMPROVEMENT AND MAINTENANCE WITHIN
ZONE OF BENEFIT 4-3

SUMMARY:

Overview:

The Public Works Department seeks Board approval of the attached resolution and ordinance stating an intent to form a Zone of Benefit (ZOB) 4-3 and impose a parcel tax for the purpose of infrastructure maintenance in Phase 4-3 of the Armona North Subdivision.

Recommendation:

- a. Adopt a Resolution of Intent to Form a Zone of Benefit in Phase 4-3 of the Armona North Subdivision for infrastructure maintenance; and
- b. Set a Public Hearing for October 5, 2021 at 10:00 a.m. to hear testimony regarding the formation of Zone of Benefit 4-3; and
- c. Introduce and waive the first reading of the Ordinance to Impose a Parcel Tax for Road Improvement and Maintenance within Zone of Benefit 4-3.

Fiscal Impact:

This action will have no impact on the General Fund.

BACKGROUND:

As a condition of approval of the Armona North Subdivision, the developer was required to provide for the maintenance of street infrastructure, choosing to establish a General Road Association. Circumstances have shifted and staff has determined that collection of a parcel tax for street maintenance would be in the best interest of the County and property owners. The developer, as the sole owner of this phase, has agreed to this approach and has provided an Engineer's Report supporting the amount of the parcel tax as well as his written consent to the tax. In order to collect the tax, it will be necessary for the Board to establish a ZOB. The resolution in your packet is the first step in this process. It is anticipated that the ZOB will be formally established at your meeting on October 5, 2021. Staff will work with the developer to annex future phases into this ZOB. The Ordinance and Resolution have 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 _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

**Consent and Waiver
Zone of Benefit Number 4-3
County of Kings, State of California**

Board of Supervisors
Kings County Government Center
1400 Lacey Boulevard, Bldg. 1
Hanford, CA 93230

Mr. Chairman and Members of the Board:

On September 14, 2021, at 10:00 a.m., the Board will consider adopting a resolution of intention to form "Zone of Benefit No. 4-3," under Government Code section 25217, et seq. for road maintenance and improvements within the area described in the attached **Exhibit A** (the "Proposed Zone"). It is requested the Board approve the first reading of the ordinance to form Zone of Benefit 4-3 to collect a parcel tax in the initial amount of \$212.95 per parcel within the Proposed Zone to generate revenue for long-term road maintenance and improvement, pursuant to Government Code section 50075 et seq.

At present, Spradling Construction, Inc. ("Spradling") is the sole owner of the property described in Exhibit A (the "Property"). Spradling intends to develop the Property into a residential subdivision. As a condition to approval of the subdivision map, Spradling will construct roads and other improvements on the Property to be dedicated for use by the public. I am informed existing County resources inadequate fund long-term repair, maintenance, rehabilitation and reconstruction of roads constructed within new residential subdivisions in unincorporated areas of the county. Consequently, the roads constructed on the Property and within the Proposed Zone will not be accepted into the County maintained system under Streets and Highways Code section 941. Establishing a zone of benefit and imposing a parcel tax is an appropriate option to ensure long-term maintenance of roads within the Proposed Zone.

There are no registered voters or other inhabitants residing in the Proposed Zone. As the sole owner of Property within the Proposed Zone, Spradling waives any right of protest to the formation of Zone of Benefit No. 4-3, and consents to the imposition of the proposed parcel tax without an election. It is my understanding the tax may be approved without an election because Spradling consents to the tax and there are no registered voters residing on the Property or within the Proposed Zone.

Please send notices relating to the formation of the Zone of Benefit No. 4-3 and imposition of the parcel tax to: Spradling Construction, Inc., 4848 N. First Street, STE 107, Fresno, CA 93726.

Sincerely,



Sherman Spradling, Owner/President
Spradling Construction, Inc.

Exhibit A: Legal Description

Acknowledgment on following page

Escrow No.: 08-281833-CH
Locate No.: CACTI7754-0910-0001-0042306648
Title No.: 08-42306648-ak

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

That portion of the South half of Section 33, Township 18 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Kings, State of California, shown as Parcel 2 of Parcel Map recorded in Book 17 at Page 85 of Parcel Maps, Kings County Records.

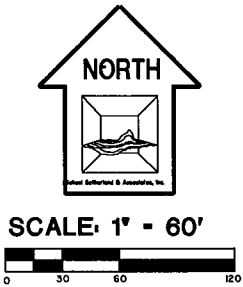
APN: 018 270 058

END OF DOCUMENT

MAP OF TRACT NO. 756
Armona North Phase 4-3

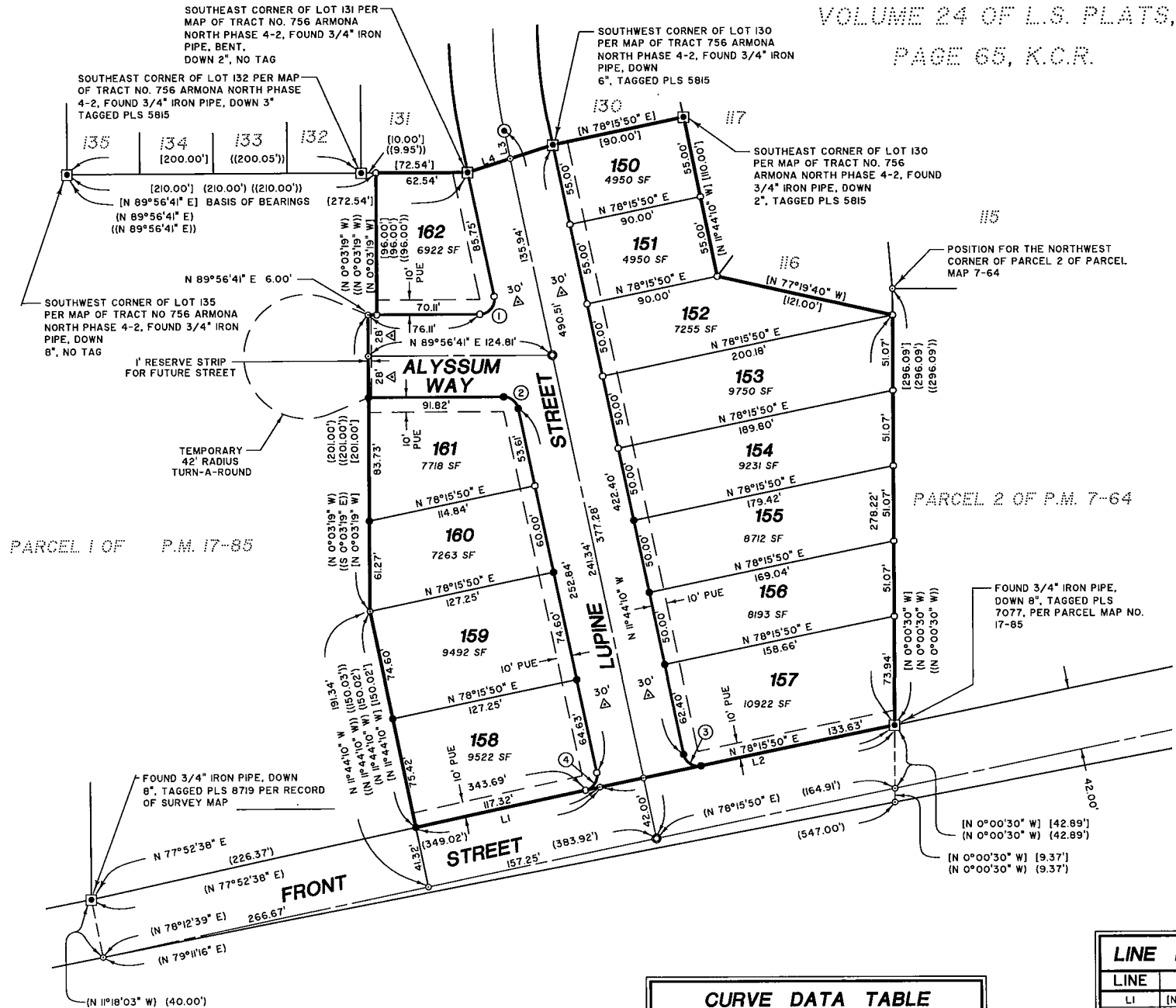
SHEET THREE OF THREE SHEETS
IN
KINGS COUNTY, CALIFORNIA
SURVEYED AND PLATTED IN SEPTEMBER, 2019
BY

**Michael Sutherland
and Associates, Inc.**
LAND SURVEYING AND
CIVIL ENGINEERING SERVICES
36691 Avenue 12, Modesto, CA 95336
(559) 447-5815 / 645-4730 (Fax 645-0241)



TRACT NO. 756, ARMONA
NORTH PHASE 4-2 VOLUME 26 OF
L.S. PLATS, PAGE 29, K.C.R.

AMENDED TRACT NO. 756
ARMONA NORTH PHASE 4-1
VOLUME 24 OF L.S. PLATS,
PAGE 65, K.C.R.



LEGEND

- FOUND AND ACCEPTED MONUMENT AS DESCRIBED
- FOUND AND ACCEPTED 2" BRASS CAP MONUMENT STAMPED PLS 5815, FLUSH IN CONCRETE PER MAP OF TRACT NO. 756 ARMONA NORTH PHASE 4-2.
- SET 3/4" x 30" IRON PIPE, DOWN 6", TAGGED PLS 5815, UNLESS OTHERWISE NOTED
- SET 2" BRASS CAP MONUMENT, FLUSH IN CONCRETE, STAMPED PLS 5815
- CALCULATED POSITION - NOTHING FOUND OR SET
- RECORD AND MEASURED DATA PER MAP OF TRACT NO. 756, ARMONA NORTH PHASE 4-2, FILED IN VOLUME 26 OF LICENSED SURVEYORS' PLATS AT PAGE 29, KINGS COUNTY RECORDS.
- RECORD AND MEASURED DATA PER PARCEL MAP FILED IN BOOK 17 OF PARCEL MAPS AT PAGE 85, KINGS COUNTY RECORDS.
- UNRECORDED AND MEASURED DATA PER RECORD OF SURVEY MAP PREPARED BY CENTRAL VALLEY ENGINEERING AND SURVEYING DATED JUNE 4, 2019.
- NOW OFFERED FOR DEDICATION FOR PUBLIC STREET PURPOSES
- PREVIOUSLY OFFERED FOR DEDICATION FOR PUBLIC STREET PURPOSES
- PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION
- INDICATES CURVE DATA - SEE CURVE DATA TABLE
- HEAVY BORDER INDICATES THE LIMITS OF THIS SUBDIVISION

BASIS OF BEARINGS

THE SOUTH LINE OF LOTS 131-135 OF TRACT NO. 756, ARMONA NORTH PHASE 4-2, FILED IN VOLUME 26 OF LICENSED SURVEYORS' PLATS AT PAGE 29, KINGS COUNTY RECORDS, IS TAKEN AS BEARING:

NORTH 89° 56' 41" EAST

CURVE DATA TABLE			
CURVE	DELTA	RADIUS	LENGTH
1	101° 40' 51"	10.00'	17.75'
2	78° 19' 09"	10.00'	13.67'
3	90° 00' 00"	10.00'	15.71'
4	89° 36' 48"	10.00'	15.64'

LINE DATA TABLE		
LINE	BEARING	LENGTH
L1	[N 77°52'38" E]	[(122.64)']
	[N 77°52'38" E]	[(122.64)']
	[(N 77°52'38" E)]	[(122.64)']
L2		[208.24']
		[208.24']
		[(208.24)']
L3	[N 11°44'10" W]	[(19.23)']
L4	[N 72°19'42" W]	[(40.32)']

ORDINANCE NO. _____

**AN ORDINANCE OF THE COUNTY OF KINGS
IMPOSING A PARCEL TAX FOR ROAD IMPROVEMENT AND
MAINTENANCE WITHIN ZONE OF BENEFIT 4-3**

Section 1. TITLE. This Ordinance shall be known as the “Kings County Zone of Benefit 4-3 Road Improvement and Maintenance Parcel Tax.” The County of Kings, hereinafter "County." This Ordinance shall be applicable only within Zone of Benefit 4-3.

Section 2. AUTHORITY TO ADOPT MEASURE. The tax authorized hereby is adopted as a special tax pursuant to Government Code Article 3.5 of Chapter 1 of Part 1 of Division 1 of Title 5, beginning with section 50075. Notwithstanding the foregoing article, the tax is adopted without election pursuant to the Consent and Waiver executed on September 14, 2021 by the sole owner of property within Zone of Benefit 4-3.

Section 3. OPERATIVE DATE. The operative date of the tax authorized hereby shall be January 1, 2022, so that the first levy of the tax shall be collected with the property tax bill for the 2021-2022 tax year.

Section 4. PURPOSE. The purpose of the tax shall be to provide a source of funds for road improvement and maintenance within Zone of Benefit 4-3. Without limiting the generality of the foregoing, funds may be reserved for use when needed for maintenance, repair, rehabilitation, and reconstruction activities, or they may be used to repay funds borrowed for such activities in any matter allowed by law if inadequate reserves exist for needed roadwork. As used throughout this Ordinance, the term “road” shall be construed broadly, and includes within its meaning streets, sidewalks, curbs, gutters, shoulders, and drainage or ponding basins or property incidental thereto used to collect runoff of storm or rainwater from the roads within the zone. The intent of this Ordinance is to enable the County to provide a benefit to property owners within Zone of Benefit 4-3, and nothing in this Ordinance shall be construed as an acceptance of roads within the zone into the County maintained system pursuant to Streets and Highways Code section 941.

Section 5. AUTHORIZATION TO LEVY SPECIAL TAX. In any fiscal year commencing on or after the operative date stated in Section 3 hereof, a special tax shall be levied for the fiscal year on each parcel of real property within Zone of Benefit 4-3 in the manner provided in this Ordinance. The amount of the tax is specified in Section 6 below, and no tax shall be levied on any parcel otherwise exempted by law from property taxation. The special tax shall be in addition to the annual tax rate allowed by law. Revenues derived from the special tax shall be used exclusively for purposes stated in Section 4 hereof. Pursuant to Government Code sections 50075.1 and 50075.3, revenues of the tax shall be kept in a special fund, and the auditor shall report annually to the Board of Supervisors on the amount of funds collected and the status of any projects thereby funded. The auditor may delegate responsibility for the preparation of the report to the public works director.

Section 6. AMOUNT OF TAX AND METHOD OF ASSESSMENT.

- (a) For the fiscal year commencing on July 1, 2021, the amount of the special tax imposed on all parcels not otherwise exempted by law from taxation within Zone of Benefit 4-3 is \$212.95 per parcel of real property, subject to this section Section 6, subsection (b). The

annual parcel tax is derived from an engineer's report approved by the director of public works.

- (b) Each subsequent fiscal year thereafter, upon notice prior to the start of the fiscal year to the auditor by the public works director in a manner prescribed by the auditor, the amount of the tax may be increased from that imposed during the prior fiscal year by a percentage increase not to exceed 2 percent (measured for the twelve month period ending in March in the calendar year of the start of the fiscal year for which the amount of the tax is being calculated), in the Engineering News Record Construction Cost Index for Los Angeles, California. If the foregoing cost index should cease to exist, then it may be substituted by using the U.S. City Average Consumer Price Index for all Urban Workers, or if that measure of inflation should cease to exist, then with any reasonable measure of inflation not to exceed 2 percent per year. If the appropriate inflation factor is zero or a negative number, or if the public works director fails to exercise authority to increase the amount of the tax in a timely manner as prescribed by the auditor, then the amount of the tax shall not increase from the prior fiscal year. If an inflation factor cannot be determined because at the time of calculation necessary data is not yet available, then data for the most recent month available may be substituted instead.
- (c) If, for any fiscal year, the public works director determines that the anticipated amount of the tax exceeds the amount reasonably necessary to repay existing obligations or to fund future maintenance efforts, then he or she may, upon notice to the auditor prior to the start of the fiscal year in a manner prescribed by the auditor, direct that the amount of the tax shall be reduced for that fiscal year.
- (d) This Section shall be construed liberally to effectuate its purpose of ensuring an amount of tax that is both fair and adequate.

Section 7. COLLECTION. The tax authorized hereby shall be collected by the tax collector at the same time and in the same manner as ad valorem real property taxes collected on the secured roll.

Section 8. SEVERABILITY AND LIBERAL CONSTRUCTION. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. This Ordinance shall be liberally construed to achieve its purpose of establishing a fund of money to pay for the cost of road improvement and maintenance within Zone of Benefit 4-3. Notwithstanding the foregoing provision for liberal construction, if any provision of this Ordinance may be construed in more than one manner, any of which would or may render the Ordinance unconstitutional or otherwise invalid facially or as applied, in whole or in part, then the ambiguous provision shall be interpreted in the manner that best effectuates the purpose of the Ordinance without rendering any portion hereof invalid.

Section 9. EFFECTIVE DATE, DURATION, AMENDMENT, AND REPEAL. This Ordinance fixes the amount of money to be raised by taxation, and shall take effect immediately pursuant to Government Code section 25123. The Ordinance shall remain in effect permanently unless repealed by the Board of Supervisors. Clerical errors in the drafting of this Ordinance may be corrected by amendment hereto, as may any amendment to conform the Ordinance to the intent of the Board of Supervisors in adopting it where a strict construction of the language hereof would achieve an absurd result that cannot have been intended. Unless county counsel certifies that an

amendment hereto is in either of the foregoing classes, then the amendment shall require the unanimous consent of the owners of real property within Zone of Benefit 4-3 or, should twelve or more registered voters reside within the Zone of Benefit at the time of the approval of any such amendment, then the amendment shall not take effect unless approved by two-thirds of the voters in an election conducted within the Zone of Benefit.

Section 10. CALIFORNIA ENVIRONMENTAL QUALITY ACT. Revenues raised by this Ordinance will be used only for the maintenance, repair, alternation, improvement, rehabilitation, or reconstruction of otherwise existing streets and roadways. Other options exist for funding such work, and this Ordinance does not authorize the original construction of any public or private work of improvement. As such, the Ordinance is categorically exempt from compliance with the California Environmental Quality Act ("CEQA") pursuant to (1) CEQA Guidelines Section 15301, subdivision (a) which exempts the repair, maintenance and minor repair of existing streets and roads, (2) CEQA Guidelines Section 15060(c)(2), which exempts projects that will not result in a direct or reasonably foreseeable indirect change to the environment, and (3) CEQA Guidelines Section 15061(b)(3), which exempts projects that are not expected to have a significant impact on the environment. In adopting this Ordinance, the Board of Supervisors hereby directs the public works director or the designee thereof to file with the clerk a CEQA notice of exemption.

Section 11. NOTICE. In adopting this Ordinance, the Board of Supervisors finds that the notice required by Government Code section 25151 has been given by posting a copy of this Ordinance at least five days before the second reading hereof on the County's website and at the Board of Supervisors chamber. The Board further hereby directs that the Ordinance shall be published by the clerk of the board of supervisors in the manner prescribed by Government Code section 25124, and that a copy of the Ordinance shall, promptly on or after the effective date hereof, be recorded by the public works director or designee thereof on each parcel of property affected to impart constructive notice of the tax imposed on prospective future property owners. Any failure to provide notice as prescribed in this Section shall not affect the validity of any provision of this Ordinance.

PASSED AND ADOPTED by the Board of Supervisors of the County of Kings,
State of California, on _____, by the following vote:

AYES:
NOES:
ABSENT:

Craig Pedersen, Chairperson

Attest:

Catherine Venturella, Clerk of the Board

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

IN THE MATTER OF THE FORMATION OF
ZONE OF BENEFIT 5 WITHIN
COUNTY SERVICE AREA NO. 4
MISCELLANEOUS EXTENDED SERVICES /

RESOLUTION NO. _____

Re: County Service Area No. 4

WHEREAS, pursuant to Government Code Section 25210 et seq. the Kings County Board of Supervisors ("Board") adopted Resolution No. 93-093 on July 20, 1993, establishing County Service Area No. 4, Miscellaneous Water, Sewer and Road Maintenance Services; and

WHEREAS, the Board has received the consent of the sole owner of property in the unincorporated area described in Exhibit A attached hereto to establish a zone of benefit in said area for road and street improvement and maintenance as a miscellaneous extended service under the County Service Area law and as authorized by Resolution No. 93-093; and

WHEREAS, because planned public roads and streets within said unincorporated territory will not be part of the "County Road System" within the meaning of California Streets and Highways Code section 941, there is currently no method or means available to provide for the improvement and/or maintenance of public roads and streets within said territory; and

WHEREAS, the Board determined that it is in the public interest to form a zone of benefit within said unincorporated territory to provide extended road maintenance and improvement services; and

WHEREAS, the formation of a zone of benefit within a county service area is a "project" and is a discretionary action subject to the California Environmental Quality Act (CEQA), but it is categorically exempt because (1) the project consists of a proposed change in governmental organization of a local area where these previously existing powers were exercised, the County of Kings exercises these powers and is merely creating a subsidiary district, and no change to the physical environment will occur by implementing this project; and (2) the project consists of the repair, maintenance and/or minor alteration of otherwise existing streets and roads; and

WHEREAS, the Kings County Public Works Director has reported to the Board that all proceedings related to this matter prior to this resolution were valid and conducted in conformity with the requirements of the County Service Area law.

WHEREAS, the Board adopted Resolution No. 21-____018 on _____, _____, 2021, establishing its intention to form a zone of benefit within the unincorporated territory described in Exhibit A for the provision of miscellaneous extended road improvement and maintenance services in County Services Area No. 4, to be known as "Zone of Benefit No. 4-3."

WHEREAS, the Board held a public hearing on _____, _____, 2021, where it received testimony in favor of the formation of the Zone of Benefit 4-3.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Kings finds as follows:

1. In accordance with Government section 25217 et seq., the Board hereby forms a zone of benefit within the unincorporated territory described in Exhibit A for the provision of miscellaneous extended road improvement and maintenance services in County Services Area No. 4, to be known as “Zone of Benefit No. 4-3”.

2. The project is categorically exempt pursuant to (1) CEQA Guidelines Section 15320, which exempts the establishment of a subsidiary district, (2) CEQA Guidelines Section 15301, subdivision (a) which exempts the repair, maintenance and minor repair of existing streets and roads, (3) CEQA Guidelines Section 15060(c)(2), which exempts projects that will not result in a direct or reasonably foreseeable indirect change to the environment, and (4) CEQA Guidelines Section 15061(b)(3), which exempts projects that are not expected to have a significant impact on the environment.

3. The exterior boundaries of the territory of Zone of Benefit No. 4-3 of County Service Area No. 4 are as set forth in Exhibit A attached hereto and made a part hereof.

4. The types of extended county services proposed to be provided within said zone of benefit shall be limited to extended road and street improvement and maintenance services on public roads and streets not a part of the County Road System.

5. A tax sufficient to pay for all such services which are proposed to be furnished on an extended basis shall be levied on each lot or parcel of property within the area in accordance with Government Code sections 25215.2 and 50075 et seq.

6. All proceedings taken in this matter prior to the date of adoption of this Resolution are valid and conducted in compliance with the requirements of the County Service Area law and all other applicable laws and regulations.

7. For purposes of the appropriations limit described in Article 13B of the state’s constitution, revenues of the proposed zone of benefit shall be included in the County’s appropriations limit, as allowed by Government Code section 25214.1.

The foregoing Resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the ____ day of _____, 2021, by the following vote:

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

Craig Pedersen, Chairperson
Board of Supervisors
County of Kings, State of California

WITNESS my hand and seal of said Board of Supervisors this _____ day of
_____, 2021.

Clerk of Said Board of Supervisors



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 14, 2021

SUBMITTED BY: Administration – Edward Hill/Larry Spikes

SUBJECT: RESOLUTION URGING THE CALIFORNIA PUBLIC UTILITIES COMMISSION TO CONSIDER RATE FREEZE AND IDENTIFY COST REFORM MEASURES

SUMMARY:

Overview:

In response to proposed rate increases by Pacific Gas and Electric (PG&E), the County of Kings is joining other jurisdictions in voicing concerns associated with the newly proposed rates and urging the California Public Utilities Commission (CPUC) to consider freezing current rates, evaluating current budgetary practices and implementing rate reform measures.

Recommendation:

- a. Adopt a Resolution urging Pacific Gas and Electric and the California Public Utilities Commission to reconsider General Rate Case filing for 2023-2026, request a rate freeze, implement rate reform measures and identify internal cost and spending control measures; and
- b. Authorize the Chairman to sign a letter to the California Public Utilities Commission voicing concerns over General Rate Case filing for 2023-2026, request a rate freeze, implement rate reform measures and identify internal cost and spending control measures.

Fiscal Impact:

There is not fiscal impact with this associated action.

BACKGROUND:

PG&E is currently proposing a 22% increase on residential energy rates. Rising PG&E bills pose a significant

(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

RESOLUTION URGING THE CALIFORNIA PUBLIC UTILITIES COMMISSION TO CONSIDER RATE FREEZE AND IDENTIFY COST REFORM MEASURES

September 14, 2021

Page 2 of 2

threat to many of the county's disadvantaged communities and struggling families trying to make ends meet. Such rate increases also impede job creation and pose threats to the county's local economy. PG&E's rate increases are unsustainable and are an immense financial burden on residents who have no other choice for a service provider.

In addition to the proposed rate increases, the rate structure is deeply flawed. A recent study by Haas Energy Institute at UC Berkley, in conjunction with CAL Matters, found that customers enrolled in the California Alternate Rates for Energy (CARE) program pay more than the average American for undiscounted energy, and PG&E customers pay close to 80% more per kilowatt-hour (kWh) than the national average. This kWh rate is inflated with non-energy generation costs such as Wildfire Fund charges, electric Public Purpose Program charges and Nuclear Decommissioning subsidies that are disproportionately paid by San Joaquin Valley customers.

On top of these inflated rates, Central Valley customers purchase more energy than most others in the state, particularly those in the coastal and mountain regions, due to the climate. With Central Valley customers purchasing more energy than other regions throughout the state, they pay a disproportionate and unfair share of the cost burden. PG&E's rates are determined based on usage demonstrated by "typical" customers, which does not reflect those in the Central Valley.

Finally, the San Joaquin Valley (and more specifically Kings County) continues to increase its solar energy footprint every year due to optimal space and acreage for solar farms. These solar farms contribute substantially to the power grid and overall demand throughout the state. Some of the County's solar projects belong to other government jurisdictions in the state, one being located in the bay area, as well as private entities for purposes of "going green" and generating clean energy throughout the state. The San Joaquin Valley's prime location and infrastructure continue to attract solar farms that support the critical energy demand in the state. The proposed rate increases pose significant inequities in the fact that the Central Valley provides critical energy via solar for those throughout the state while also paying substantially higher energy rates for kWhs used by clients not linked to solar.

Given the inequitable and disproportional financial burden outlined above, it is being requested that the Board, in conjunction with many other jurisdictions throughout the state, support the following:

- Freezing of current PG&E rates until equitable rates and spending control measures to offset rate increases are implemented.
- Internal utility cost cutting and budget analyses, including deep reductions in spending and expenses within the existing organization.
- Rate reforms, which includes a fair and equitable spread of charges across the entire service territory, regional rate setting to better reflect those receiving services, and removal of charges that inflate rates such as Wildfire Fund charges, electric Public Purpose Program charges and Nuclear Decommissioning subsidies.

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 OPPOSING
PACIFIC GAS & ELECTRIC (PG&E)
COMPANY’S JUNE 2021 GENERAL
RATE CASE (GRC) FILING TO THE
CALIFORNIA PUBLIC UTILITIES
COMMISSION REQUESTING
SUBSTANTIAL RATE INCREASES /

RESOLUTION NO. _____

WHEREAS, PG&E, as the State’s largest Investor Owned Utility (IOU), is required to submit all requests for rate increases to the California Public Utilities Commission (CPUC), which includes extensive public outreach and participation in the communities served and customers impacted by its rates and services; and

WHEREAS, PG&E’s rate filing to the CPUC includes proposed residential rate increases as high as 18% in 2023, and a cumulative increase of over 22% by 2026; and

WHEREAS, the changing climate conditions in the State, aggressive renewable energy goals, and inverse condemnation laws have all played significant roles in the escalation of rates charged by the State’s IOUs and have been inequitably added to the kilowatt-hour (kWh) price burdening the San Joaquin Valley’s (SJV) most vulnerable; and

WHEREAS, a report issued by the Haas Energy Institute at University of California, Berkeley, in conjunction with CAL Matters, determined that PG&E customers, on average, pay 80% more per kWh than the national average, and low-income households enrolled in the California Alternate Rates for Energy (CARE) program pay more than the average American household for undiscounted energy; and

WHEREAS, the upward trajectory of PG&E’s rates have been deemed a “rate crisis” with costs growing faster than inflation and wages which are of significant concern due to the burden placed on disadvantaged communities and local economies; and

WHEREAS, PG&E’s flawed kWh rate structure is severely inequitable and includes costs like Wildfire Fund Charges, Electric Public Purpose Programs, and Nuclear Decommissioning subsidies that are disproportionately paid by SJV customers; and

WHEREAS, due to our climate, SJV customers buy more electricity annually than coastal, northern, or mountain regions, which means SJV customers unfairly carry an excessive and disproportionate share of the electricity costs and rate burden; and

WHEREAS, Kings County leaders believe that the CPUC, State leaders, and PG&E must commit to comprehensive energy policy discussions to facilitate true electricity rate reforms, which are essential to protect the unsustainable burden to our citizens.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The County of Kings hereby calls upon PG&E and the CPUC to reconsider the GRC filing for 2023-2026 and requests a "Rate Freeze" be executed, prior to the approval of any additional rate increases.
2. The "Rate Freeze" shall only be lifted upon the implementation of true and equitable rate reforms.
3. PG&E shall continue to identify internal cost cutting and spending control measures, including a substantial reduction of non-essential expenses within their existing organization.
4. This resolution shall be effective upon final approval and submitted to the CPUC through the public participation process required during the GRC filing.

The foregoing resolution was adopted upon motion by Supervisor _____, seconded by Supervisor _____, at a regular meeting held on the 14th day of September, 2021, by the following vote:

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

By: _____
Craig Pedersen, Chairman of the
Board of Supervisors, County of Kings
State of California

WITNESS my hand and seal of said Board of Supervisors, this _____ day of September, 2021.

By: _____
Clerk of said Board of Supervisors



JOE NEVES – DISTRICT 1
LEMOORE & STRATFORD

RICHARD VALLE – DISTRICT 2
AVENAL, CORCORAN, HOME GARDEN
& KETTLEMAN CITY

DOUG VERBOON – DISTRICT 3
NORTH HANFORD, ISLAND DISTRICT
& NORTH LEMOORE

CRAIG PEDERSEN – DISTRICT 4
ARMONA & HANFORD

RICHARD FAGUNDES – DISTRICT 5
HANFORD & BURRIS PARK

COUNTY OF KINGS BOARD OF SUPERVISORS

MAILING ADDRESS: KINGS COUNTY GOVERNMENT CENTER, HANFORD, CA 93230
OFFICES AT: 1400 W. LACEY BLVD., ADMINISTRATION BUILDING # 1, HANFORD
(559) 852-2362, FAX: (559) 585-8047
Web Site: <http://www.countyofkings.com>

September 14, 2021

Marybel Batjer, President, CA Public Utilities Commission (CPUC)
California Public Utilities Commissioners
505 Van Ness
San Francisco, CA 94102

RE: Pacific Gas & Electric Company's (PG&E) 2023-2026 General Rate Case (GRC)

Dear President Batjer and Commissioners:

I am writing on behalf of the County of Kings to share our serious concerns over PG&E's proposed 22% residential rate increase request, as well as the inequitable electricity rate structure we currently face here in our communities. Like our neighboring cities and counties, our constituents face a variety of challenges, and unfortunately, enormous PG&E bills are a significant threat to so many of our disadvantaged communities and struggling families trying to make ends meet. They are also an impediment to job creation and pose a threat to our local economies.

We do not stand alone in these concerns. We join the many throughout the PG&E service territory who are also alarmed by the upward trajectory of PG&E's rate increases. These increases are simply unsustainable and an immense financial burden to the people who have no other choice for a service provider.

In addition to the rate increases and the burden they put on our citizens; we are deeply troubled by the flawed rate structure. A recent study by Haas Energy Institute at UC Berkley, in conjunction with CAL Matters, found that customers enrolled in the California Alternate Rates for Energy (CARE) program pay more than the average American for undiscounted energy, and PG&E customers pay close to 80% more per kilowatt-hour (kWh) than the national average. PG&E's kWh price includes costs like a Wildfire Fund charge and electric Public Purpose Program and Nuclear Decommissioning subsidies that are disproportionately paid by San Joaquin Valley customers – which includes Kings County.

Because of our climate, San Joaquin Valley customers annually buy more electricity than coastal, northern or mountain regions, which means these customers unfairly carry an excessive and disproportionate share of the cost burden. Furthermore, the PG&E rate models that demonstrate usage of "typical" customers do not accurately reflect the Central Valley Region. Finally, the San Joaquin Valley continues to increase its solar energy footprint every year due to optimal space and acreage for solar farms. These solar farms contribute substantially to the power grid and overall demand throughout the state. Some of the County's solar projects belong to other government jurisdictions in

the state, one being located in the bay area, as well as private entities for purposes of “going green” and generating clean energy throughout the state. The San Joaquin Valley’s prime location and infrastructure continue to attract solar farms that support the critical energy demand in the state. The proposed rate increases pose significant inequities in the fact that the Central Valley provides critical energy via solar for those throughout the state while also paying substantially higher energy rates for kWhs used by clients not linked to solar. This severe inequity needs to change now.

We are joining public agencies around the State and request the Commission and PG&E to consider the following:

- Freeze current rates until equitable rate reforms and spending control measures to offset rate increases are implemented.
- Internal utility cost cutting and budget analysis, including deep reductions in spending and expenses within the existing organization
- Rate Reform, including the following:
 - A fair and equitable spread of charges across the entire service territory
 - Regional rate setting models to better reflect those receiving service
 - Removal of charges from the volumetric kWh that are not directly related to the cost to procure and deliver electricity. This includes, but is not limited to, Wildfire Fund Charges, electric Public Purpose Program and Nuclear Decommissioning

We are aware of the extensive magnitude of this request. However, we are not alone in our belief that these unsustainable rates have caused a crisis not only here in Kings County, but for many throughout the State. As the regulatory authority handling this request, we thank you for your time and consideration of our request.

Sincerely,

Craig Pedersen, Chairman



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 14, 2021

SUBMITTED BY: Department of Public Health – Darcy Pickens/Heather Silva

SUBJECT: NOVEL CORONAVIRUS 2019 COUNTY UPDATE

SUMMARY:

Overview:

On March 4, 2020, the Governor of California proclaimed a State of Emergency throughout California because of the increase in cases reported of the novel coronavirus, a disease now known as COVID-19. The President of the United States likewise declared a national emergency because of the COVID-19 outbreak on March 13, 2020. On March 17, 2020, the Board proclaimed a local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings.

Recommendation:

Receive an update on the local emergency in Kings County due to the imminent and proximate threat of exposure of COVID-19 on the residents of the County of Kings and take action as deemed necessary.

Fiscal Impact:

The County is tracking costs and revenue losses related to the emergency.

BACKGROUND:

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there are vaccines for antiviral treatment of COVID-19. County staff has been working diligently to assess and provide resources and information to the community regarding COVID-19. An update will be provided to the Board on County related activities and response.

BOARD ACTION:

APPROVED AS RECOMMENDED: ____ OTHER: ____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM September 14, 2021

SUBMITTED BY: Information Technology/Purchasing Department – John Devlin/Evan C. Jones

SUBJECT: HEARING RE: KINGS VIEW'S PROTEST OF THE AWARD OF RFP 2021-72
FOR SPECIALTY MENTAL HEALTH SERVICES TO CHILDREN AND
YOUTH

SUMMARY:

Overview:

Kings View Behavioral Health Systems ("Kings View") appeals the decision by Kings County Behavioral Health ("Behavioral Health") to recommend the award of the Specialty Mental Health Services to Children and Youth agreement, which is the subject of Request for Proposal ("RFP") 2021-72 to another bidder.

Recommendation:

Conduct a hearing and make one of the following findings:

1. Kings View's protest lacks merit and Behavioral Health's recommendation to award RFP 2021-72 to Mental Health Systems, Inc. was reached in a fair and reasonable manner and, therefore, will not be overturned by this Board;
2. Kings View's protest has merit and this Board finds that all proposals received in response to RFP 2021-72 must be re-evaluated by individuals other than those involved in the initial evaluation committee; or
3. Kings View's protest has merit and this Board finds RFP 2021-72 a failure, rejects all proposals received in response thereto, and directs Behavioral Health to issue a new RFP for Specialty Mental Health Services to Children and Youth.

Fiscal Impact:

There is no impact to the County General Fund. Services to be provided under this agreement will be funded by Medi-Cal reimbursements and Realignments 2011 and 1991. Revenue and the expense for
(Cont'd)

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

I hereby certify that the above order was passed and adopted
on _____, 2021.

CATHERINE VENTURELLA, Clerk to the Board

By _____, Deputy.

Agenda Item

PROTEST OF AWARD OF REQUEST FOR PROPOSAL 2021-72 SPECIALTY MENTAL HEALTH SERVICES TO CHILDREN AND YOUTH

September 14, 2021

Page 2 of 3

this agreement is included in the Fiscal Year 2021-2022 Adopted Budget, in Budget Unit 420000 (Mental Health).

BACKGROUND:

On May 12, 2021, the Purchasing Department released a RFP on behalf of Behavioral Health to solicit proposals for Specialty Mental Health Services to Children and Youth. The deadline for submitting proposals was June 14, 2021, on or before 4:00 p.m. local time.

The Purchasing Division received responses from three (3) prospective bidders. Two of the bidders were Kings View and Mental Health Systems, Inc. Purchasing contacted Behavioral Health to pick up the copies of the proposals (each proposal included 5 copies as required under the instructions). As per County policy, Purchasing retained the original proposals. The copies were picked up on Monday, June 21, 2021, and taken back to Behavioral Health for review and evaluation.

The submitted proposals were evaluated by a committee comprised of individuals from Behavioral Health, Kings County Office of Education, and Kings County Human Services Agency (collectively, “the Evaluation Committee”). Following review of the written proposals, the Evaluation Committee determined it needed further information from the Proposers, and therefore requested oral presentations to obtain clarification of their proposals as allowed under Sections 3.5 and 3.6 of the RFP.

Notices of the requested oral presentations were sent out to the Proposers on July 19, 2021, and the presentations were scheduled for July 21, 2021 and July 22, 2021, via Zoom. For the oral presentations, Proposers appeared individually before a group made up of Behavioral Health staff, and provided clarifications on their submitted proposals as requested by the Evaluation Committee. The group from Behavioral Health did not, however, score responses given by the Proposers.

The Evaluation Committee then considered the score given to each Proposer’s written proposal with the clarifications provided during the oral presentations and ranked the Proposers accordingly. Mental Health Systems, Inc. was ranked the highest. Based on this, Behavioral Health decided to recommend that Mental Health Systems, Inc. be awarded the contract for RFP 2021-72 as the winning Proposer. Purchasing was notified and sent out the Notice of Intent to Award letter to Mental Health Systems, Inc. and Announcement of Notice of Intent to Award letters to Kings View and the remaining Proposer on July 26, 2021. In the latter letters, the Proposers were informed that they could appeal this decision in accordance with the appeals procedures outlined in the RFP. A tentative date of September 21, 2021, was provided as the date by which Behavioral Health would bring the agreement before the Board of Supervisors for award.

On July 30, 2021, Purchasing received an email from Kings View stating that they were appealing the decision of the Notice of Intent to Award to Mental Health Systems. Purchasing notified Behavioral Health of the letter on August 2, 2021.

A reply to Kings View’s protest was developed, drafted, and emailed to Kings View on August 9, 2021. On August 9, 2021, Kings View notified the County of Kings that they would pursue their protest to the Board of

Agenda Item

PROTEST OF AWARD OF REQUEST FOR PROPOSAL 2021-72 SPECIALTY MENTAL HEALTH SERVICES TO CHILDREN AND YOUTH

September 14, 2021

Page 3 of 3

Supervisors as permitted under Section 9B, “PROTEST PROCEDURES” of the County’s Purchasing Policy. At that time, Kings View’s stated basis of its protest was that it was denied any evaluator feedback.

Kings View submitted this current protest of award to the Clerk of the Board via email on August 13, 2021, and the request was forwarded to Administration, County Counsel, and Information Technology/Purchasing Division for review and to schedule a hearing before the Board.

Kings View Appeal to Board of Supervisors:
Specialty Mental Health Services Children's Outpatient Programs

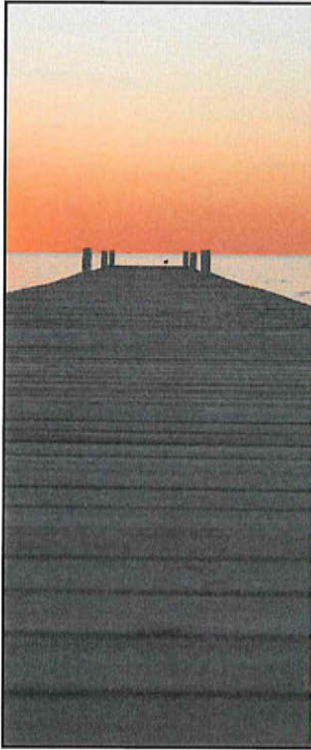
September 14, 2021

1. Reason for appeal:
 - a. July 26th 2021 - Notified we were not awarded RFP
 - b. July 26th – July 29th - Requested documentation from purchasing to inform our decision to determine grounds for appeal which was denied.
 - c. July 30th – Formal protest letter was sent by Kings View based on our inability to obtain specific feedback needed to justify appeal.
 - d. August 9th – Received a notice from purchasing that our Protest of award of RFP 2021-72 was DENIED. Letter attached.
 - i. Received additional notice from County Counsel that stated, “A decision on this RFP has not been made,” (also attached) and “The County can provide you with a status update on the RFP award by Monday, August 23, 2021...if a decision has been made by this date, the County will need to review the records and make a determination on when the review of the responsive records will be completed.”
 - e. August 13th – Appeal to Board of Supervisors
2. Requests for board consideration:
 - a. Transparency
 - i. Disclosure of winning proposal and rating rubrics to have basis for formulating a legitimate appeal as part of a formal process.
 - ii. 5 days for formal appeal after requested documentation is provided.

“The Contractor shall give practitioners or groups of practitioners who apply to be MHP contract providers and with whom the MHP decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).) *Boilerplate_2017-2022_MHP_Contract.”

 - b. Honor Kings View's current contract, including Children's Services, through its existing expiration date June 30, 2021.
 - c. Allow Kings View the privilege to continue to serve Kings County community members in dedication as we have the last 58 years and allow us to initiate/launch a regular stakeholder meeting where we can hear directly from the community as to their concerns and needs in the behavioral health arena.
3. Why we are bringing this case to BOS:
 - a. Kings View firmly believes we are being retaliated against by the current KCBH Director for requiring that KCBH honor their commitments and communicate reliable information that doesn't change from week to week.
 - b. June 18, 2020 - Notified of budget cut of \$1.446M - 2 weeks before the start of the new fiscal year, with a simultaneous request from KCBH to add In Home Based services to the children's Scope of Work (SOW).

- c. July 28th – Conducted layoff of 14 positions across programs immediately after finalizing budget with KCBH. (SOW not finalized)
- d. November – Notified additional cuts were needed to meet budget.
- e. CEO meets with BOS requesting support to finalize contract and get it signed, as staff continued to work in good faith and had now suffered two distinct million plus dollar budget cuts.
- f. January 2021 – Additional layoffs of clinical staff in addition to elimination of School Based Services from our Scope of Work as it was not feasible to provide these services to 40+ schools, county wide, with only 3.5 FTEs remaining.
- g. March 2021 – Scope of Work and Budget approved by BOS
- h. May 12th - RFP published including the services KV was told KCBH was unable to fund due to budget cuts.
- i. August 2021 – Kings View begins School Based Services due to community need even though contract awarded to competitor out of San Diego. No communication from county on new termination date for contract.




Kings View

A Behavioral Health and IT Company

7170 N. Financial Drive
Fresno, CA 93720
www.kingsview.org

Amanda Nugent Divine, PhD
Chief Executive Officer
(310) 663-0752
anugentdivine@kingsview.org



1



Supporting Kings County

Kings County Behavioral Health ("KCBH") & Kings View have worked together for 58 years effectively for the betterment of Kings County residents.

Kings View staff are passionate about helping others and committed to serving clients with excellence.

See how clients and stakeholders say we are doing. Note: Survey results in your packet.



2



Putting Our Children First



50% of mental health problems are established by age 14 and 75% by age 24.

Most people wait an avg of 11 years before getting help for MI.

Kings View has provided children's services since 1997 & forged relationships that heal.

Common complaint-high turnover in CMH.

Children vulnerable to change. Esp. Covid.

A study was done comparing the effectiveness in treatment types. Conclusion: It's the relationship.

3



Putting Our Children First



Therapeutic change is a process.

Kings View has served the children of Kings County faithfully and worked to build therapeutic alliances that heal.

There should be a really compelling reason to change a provider who has established these relationships. We have not heard any.

Kings View is always eager to hear feedback and just as eager to make changes where needed. We haven't received any negative feedback from the county and have asked repeatedly.

4

Recent Challenges

- Lack of communication in timely manner to adjust budgets and scope of work accordingly.
- KV has been forced to operate without a budget for many years.
- Always provided services in good faith.
- Not ideal but unsigned contract was honored by previous KCBH staff.
- Not true for past 3 years.



5

Recent Challenges

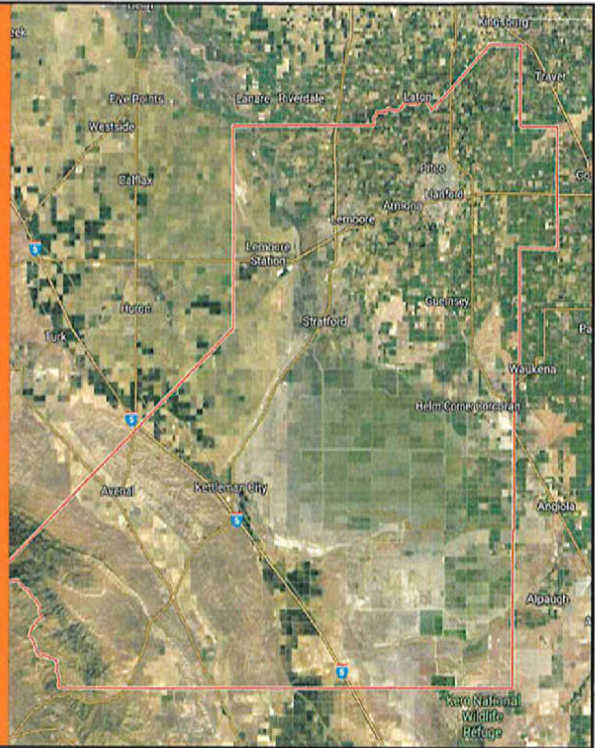
- After working to help the county meet their NACT requirements, we were told on Aug 28th 2019 they were cutting 1.2 Million from our budget in addition to eliminating our entire SUD program.
- Both 18/19 FY contract and 19/20 FY contract were not signed until December 17th, 2019.
- Kings View had established quarterly meetings between KV Executive staff & KCBH Executive staff to ensure Kings View had frequent opportunity to learn how the contract was going and any challenges that needed to be addressed. KCBH repeatedly cancelled or rescheduled leaving us without this critical platform. We have now gone two years without having this important meeting.



6

Recent Challenges

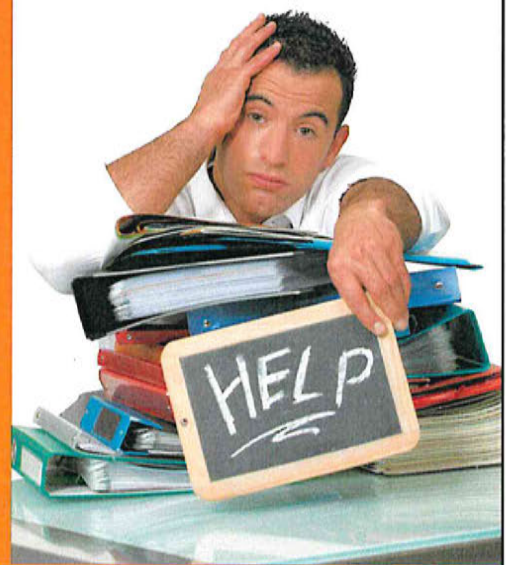
- On June 18, 2020, KCBH cut budget by 1.4 million w/ a simultaneous request to add In Home Based services to the children's Scope of Work (SOW).
- Unsigned contract. CEO concerned unsigned contract left us vulnerable to more detrimental chgs. & contacted BOS.
- March 2021 – Scope of Work and Budget approved by BOS.
- 20/21 Contract was then signed on April 13th of 2021. This is a 2 year contract.
- Only 1 month later on May 12th, KCBH put this newly signed contract out to RFP.



7

Recent Challenges

- Published RFP included the services KV was told KCBH was unable to fund due to budget cuts.
- RFP was awarded to another awardee.
- KCBH has cut our budget by \$2.652 million in less than two years time.
- Cut multiple KV programs in less than two years time.
- As of August/Sept. 2021 – Kings View began School Based Services due to community need even though contract awarded to another provider.
- Still no communication from county on new termination date for this contract.



8



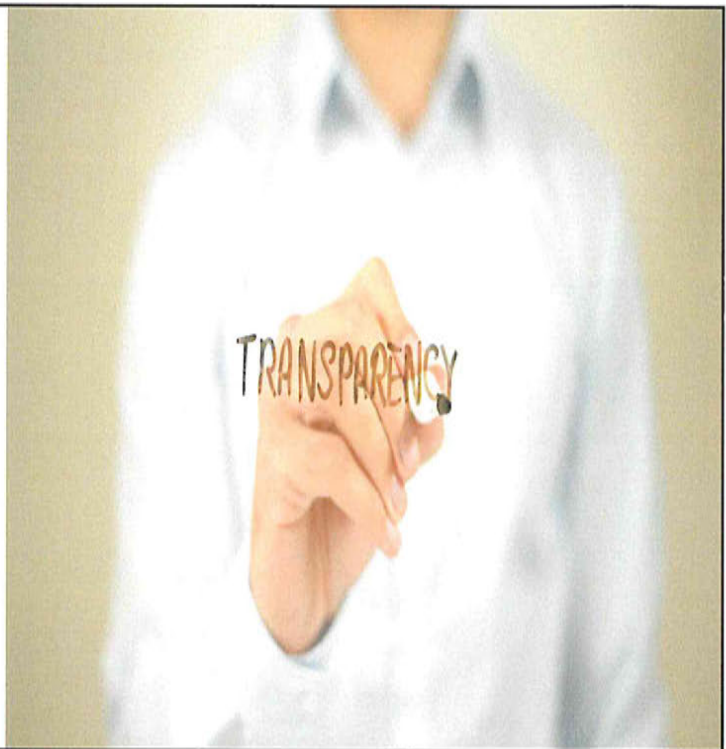
Transparency

KV has still not been provided an explanation, panel scoring results, or other evaluative data to support KCBH's decision of the award to another awardee.

The sharing of this data is common practice in county RFP processes to promote fairness and control for conflicts of interest.

We understand each county makes their own determination as to the level of data they choose to make public but KCBH has offered none.

Considering KV's lengthy history within Kings County and the unique nature of this contract, we ask that the Kings County Board of Supervisors compel KCBH to release additional evaluation data to the public.



9



Kings View is Kings County

Kings View is local as it has three offices in Kings County and provides 80 quality jobs on average to Kings County residents.

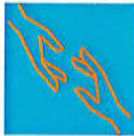
If the contract is lost, not only will residents lose out on receiving quality mental health services, but KV Staff who are also residents will lose their jobs.



10



Key Takeaways



Kings View respectfully requests that the Kings County Board of Supervisors direct the Kings County Department of Behavioral Health to retain Kings View, uphold the 2 year contract it agreed to and signed with Kings View on April 13th, 2021, and renew with Kings View at the end of the contract term unless there is negative feedback from clients that Kings View has failed to correct.



If necessary, Kings View respectfully requests that the Kings County Board of Supervisors continue this item in order to seek additional information. We are also asking that KCBH be prevented from engaging in further retaliatory behavior.

11

Contact Us

For any questions or clarifications, we welcome you to contact Amy Divine, Chief Executive Officer at Kings View

7170 N. Financial Drive
Fresno, CA 93720
www.kingsview.org

Amanda Divine
Chief Executive Officer
(310) 663-0752
anugentdivine@kingsview.org



12



August 18, 2021

Community Behavioral Health Center
7171 N. Cedar Ave.
Fresno, CA 93720

To Whom It May Concern,

Community Behavioral Health Center is a 73 bed psychiatric hospital holding contracts with various surrounding counties to provide acute emergency psychiatric care. Case management communication with the counties is essential for patients to have a smooth transition to outpatient services. It is a highly held belief that there is a correlation between a patient's successful recovery and having timely aftercare follow up with outpatient services. Kings View services for Kings County has been exceptionally proficient in coordinating care for Kings County patients with our hospital. It is a privilege to work with Kings View.

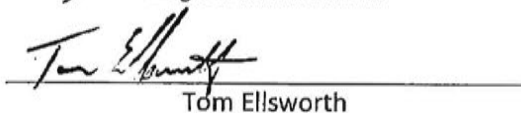
Kings View's case management illustrates a genuine concern for their patients/clients. Kings View contacts us within 24 hours of an admission to provide collateral information as available. This helps us to understand the needs of the patient and what treatment has already been provided. We are able to focus our care based on the information provided. We periodically will talk with them throughout a patient's stay to discuss a patient's progress and aftercare needs. This may include involving patient family members as appropriate. As we approach discharge, Kings View ensures the County patients have a timely aftercare appointment. In some cases, Kings View will assist with addressing housing needs and transportation.

Kings View is always timely with answering phone calls or returning phone calls. They have answers to most questions. When necessary, they will investigate an answer to a question and get back to us timely. They are well aware of the fast pace and needs for patients who are in an acute care hospital and consistently rise to the occasion.

We are honored to work with such a highly efficient and effective team as Kings View's case management team, and hope to work with them for years to come.

Sincerely,


Boghos Karamanian


Tom Ellsworth


Lisa Noll

August 13, 2021

Dear Alice,

It was nice speaking with you today. Kings View Behavioral Health Services and Adventist Health St. Helena and Adventist Health Vallejo have worked together for many years. Our staff at both campuses remark on the valuable and professional services that you offer for behavioral health patients.

All communities have faced increased mental health challenges especially related to Covid 19. According to the CDC, symptoms of anxiety disorders and depressive disorders increased considerably in 2020 compared to 2019. At Adventist Health, we are also seeing increased levels of adverse mental health conditions, substance abuse, and suicidal ideation. We are so grateful to Kings View for assisting with discharge planning. Your services are vital in assuring patients returning to your communities are safe and receiving ongoing treatment.

Sincerely,

Jack Lungu
Administrative Director Behavioral Health
Adventist Health St Helena
Adventist Health Vallejo

To whom it may concern.

This letter is regarding Kingsview in Hanford, Ca.

My daughter was diagnosed with anxiety and depression at the young age of 7-years-old. Being a low-income family, we were not able to afford to pay for private insurance. My daughter was seen by both a LMFT and psychiatrist for about 4 years and was able to receive the medications and therapy she needed to help improve her quality of life. Today, at 18 years old, my daughter is still able to use the strategies that she learned to her day-to-day life and struggles.

I have referred many people to Kingsview through the course of my career as an RN both in an acute care hospital and as an RN instructor. As a service for the members of our community that do not have access to either private insurance or are unable to travel outside of the county for mental health services, Kingsview is able to give our community members access to that vital health service. Access to safe, judgement free mental health services helps everyone in our community.

If you have questions, I would love to discuss my experiences with Kingsview.

Thank you, and have a fantastic day.

Samantha G. Capp

Samantha G. Capp

June 6th, 2021

Kings County Department of Behavioral Health
460 Kings County Drive, Ste 101
Hanford, CA 93230

To whom it may concern:

This is a letter of support for Kings View's Children's Services based in Hanford California.

As a long time, resident of Kings County, I can attest to the important services Kings View has offered to the community over the last fifty plus years.

Having an adopted daughter, I am aware of the needs of children who face challenges and the importance of allowing them to keep the same counselor who has helped them. Given COVID-19 the stress to children is enormous and the increase in need for Kings View's services has never been more important.

I hope that the County recognizes the work produced by Kings View and renew's its contract which has served the County well for nearly six decades.

There are many residents of Kings County who are employed by Kings View and it would be a same to have these families without a job.

Think of the community and our needs. Keep Kings View and their dedicated and talented staff who serve us well.

Regards,

Tim Harper

(559) 356-0888

June 8, 2021

Kings County Department of Behavioral Health
460 Kings County Drive, Ste 101
Hanford, CA 93230

To whom it may concern:

I was asked to write a letter regarding Kings Viewⁱ and the important services they offer to our local communities within the Central Valley. I did not know the value of their services and what they offered until a crisis affected my family [REDACTED] I have been given permission to share their story but not to use their real names.

To give you some background, I was raised in Hanford, attended Hanford High School and met Beverly Raine thru friends of my family way back in 1982. Beverly and I became very good friends, so good that she rode my dad's horses' all the times, we attended College of the Sequoias together, had fun in Shaver and Huntington Lakes and have remained friends ever since.

Here is my story. Approximately a year and a half ago, [REDACTED] (I'll call her Susan and her husband Rich) were facing serious issues with their eldest son who I will call Zack. Zack who suffers from multiple disabilities such as Obsessive-Compulsive Disorder (OCD), Attention Deficit Hyperactivity Disorder (ADHD), which these two disorders fight against each other, nonverbal learning disorder, epilepsy earlier in his life and the possibility of being high level autistic. Because of these factors, Zack social skills are not the best and because of that, those he went to high school with looked at him differently and soon became their target to be bullied. In the beginning it started with a small group and then other groups joined in making it more intense. When Zack came round them, they would respond to him by saying "F... off!", "Get away from me!", "You are stupid!", "Go kill yourself!", stare at him until they made him feel uncomfortable. He would then leave. At lunch they would turn their backs on him, make more snide remarks etc. They harassed him to the point where Zack almost reached his end point. On top of that he was afraid to tell anyone at school in fear of retaliation and as a result the harassment continued.

As one would guess, this treatment affected him in a profound way. The effects were; he would come home at 3:00 p.m. and go straight to his room and stay there for hours at a time. He would not talk to anyone. Susan, his mom, would check in on him, he would then get mad at her and tell her that he wanted to be left alone. One time he stayed in his room until 8:00 p.m. trying to process what had happened that day. Zack begged not to go to school on certain days. He would have anxiety attacks, he couldn't sleep, his grades went down, he became depressed, he would cry, and he didn't want to live. He also stopped eating, lost weight, gave up on trying to be social, and lost his confidence. He also lost the opportunity to just be a teenager, experience happy times that would serve as good memories for him. Instead, he has memories of severe harassment, exclusion, and isolation which unfortunately these memories will stay with him forever.

What Zack was going thru not only affected him but his parents as well. Susan and Rich were in constant stress and worry. They did not know what to do. They were in a state of hopelessness because of the following:

1. When Susan and Rich initially complained to the high school, the high school only informed them of what the protocol was.
2. They didn't tell them what they could do. They weren't aware of their rights.
3. They were not made aware that Zack had legal rights due to his disabilities.
4. They felt they were kept in the dark and were forced to fend for themselves when trying to solve their son's issue at the high school.
5. They became overwhelmed at what they didn't know, and time was a factor finding answers and solutions.
6. They also felt manipulated by the school's system, feeling mislead, because they felt the school/district were protecting themselves from possible future lawsuits.
7. The school would not label Zack's treatment from students as bullying on their records.
8. When Susan and Rich requested a transfer for him to a different high school they were denied twice. The first reason was the high school wanted to teach Zack skills in dealing with bullying so when transferred at a later date, it would be a successful transfer. (That does not make sense!) The second request was denied for unknown reasons but the request was accompanied by a doctor's note from Zack's pediatrician. His doctor knew all the issues, and was concerned for his wellbeing.

The steps that were taken to alleviate their son's issues had gone into the fourth month with no resolution in sight. Susan felt hopeless, frustrated, and mad. It started to affect her health. Approximately five months later, she had to have emergency surgery and she feels stress was the main factor that brought on her medical issue.

When Susan would tell me what was going, it killed me. I was frustrated in how much time has passed with no resolve and thought there has to be a way to get help fast and solve this issue. Because bullying and the effects of it have been brought out in the open for last 20 plus years, one would think our society/communities and school systems would have figured out what to do and overcome these issues. It is obvious that it is not the case. I was concerned for not only Zack, but for my [REDACTED], my [REDACTED] and others. When my [REDACTED] would hear what was going on, you can see the hurt going thru her. She is the recipient of two open heart surgeries within the last three years, she does not handle stress well at all.

I was desperate to find answers. I knew Beverly worked in mental health but what I knew she was responsible for marketing. I did not know that Kings View had services that addressed children's/adolescences issues like bullying, parents and student rights etc. I called Beverly on a Sunday, she was kind enough to invite us over to her house and listen to my sister's story. When she heard what has been going on, she offered supportive services (from Kings View) and advised my [REDACTED] that students with disabilities have legal rights and so do the parents. She further explained how they can help. Beverly gave us so much hope, light and direction at a time when there was darkness and no direction. My [REDACTED], prior to talking to Beverly, was depressed, overwhelmed and could not take much more. After the visit, Susan and I drove to Hanford and told our [REDACTED] what was discussed and it brought some relief.

Kings View has tremendous value to a community. The need is great and what is happening today with all the issues such as COVID etc., it intensifies what problems one may already have. Parents don't know the answers, many times they are not given the answers when seeking them, and as a result tragedy can happen. Becoming aware of resources in one's community can make a huge difference and can save a

soul, a family and those close to them. I have learned first hand, no one, no matter what one's background is like, can predict if they or one of their family members will experience a mental health crisis. It happens to so many and for those who are closest to someone experiencing a crisis, one has to react quickly and find the answers so the end result(s) do not end in a grueling existence or become a tragedy. Please support Kings View's Children's services. THEY ARE NEEDED in every community.

I do want to end this letter by letting you know where Zack is now at. A few days after talking with Beverly, Zack's high school agreed to transfer him to a different high school. As a result, Zack entered into a healthier environment and is much happier. He talks to his parents and family, he is eating, smiling, laughing, and sleeping so much better. He doesn't lock himself in his room. His grades are back up to A's and B's, he got onto the honor roll for the first-time for the spring 2020 semester. His anxiety has been cut in half; his social skills have gotten better but is still guarded. His parents can now relax and not worry as much

If the district did not respond when they did, Susan would have initiated the services with Kings View immediately. She would have utilized the services to help Zack emotionally but also to help her with dealing with the school system. It is a fight that is frustrating, it should be easier for parents to find out what to do, not be tossed around and left in the dark. Whether a family lives in Kings County, Fresno County etc., every community needs these services and support. It is too important to ignore.

Sincerely,

Mary Beth Wynn

After attending and receiving services from Alejandra in Kings View for nearly 3 years. I can confidently conclude that the services given to clients are adequate for such individuals who truly seek to become a better and healthier version of themselves from all different perspectives. I would strongly recommend Kings View to anyone who is seeking or needs such services to help them achieve a healthier and happier lifestyle.

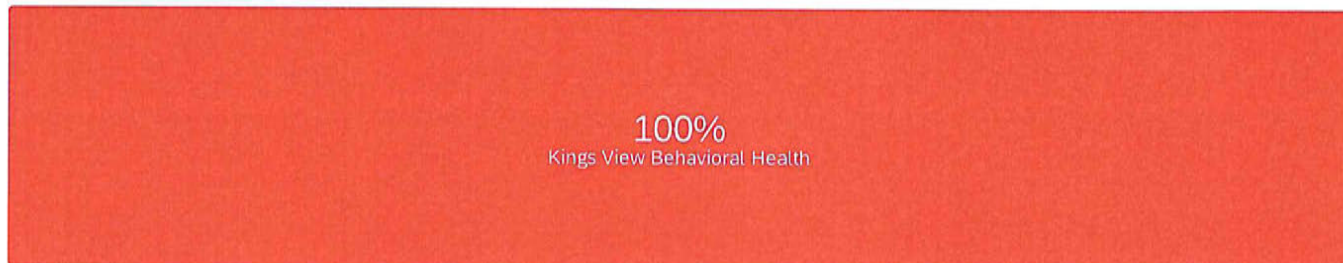


Default Report

Cultural Humility Customer Satisfaction Survey - FY 21/22

August 19, 2021 2:59 PM MDT

New Custom Page



 Kings View Behavioral Health

Q1 - What agency are you submitting feedback for? (If you'd like to provide feedback for multiple agencies, please submit a separate survey for each)

Kings View Behavioral Health (100%)

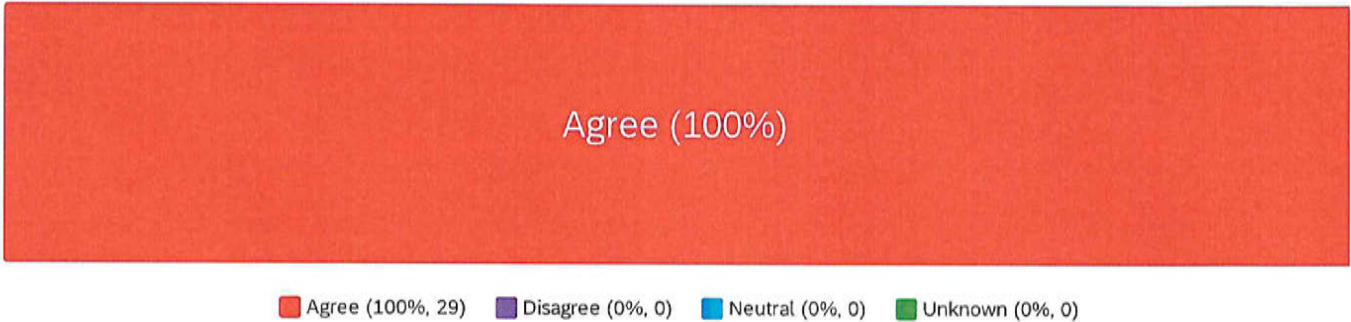
Kings View Behavioral Health (100%, 30)

Q1 - There are staff members at this agency who showed respect for my culture and personal values.

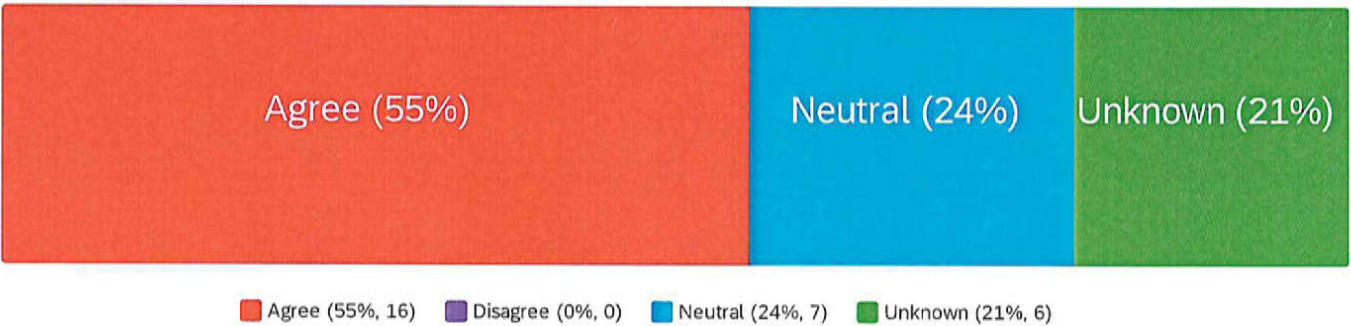
Agree (86%)

Agree (86%, 25) Disagree (0%, 0) Neutral (10%, 3) Unknown (3%, 1)

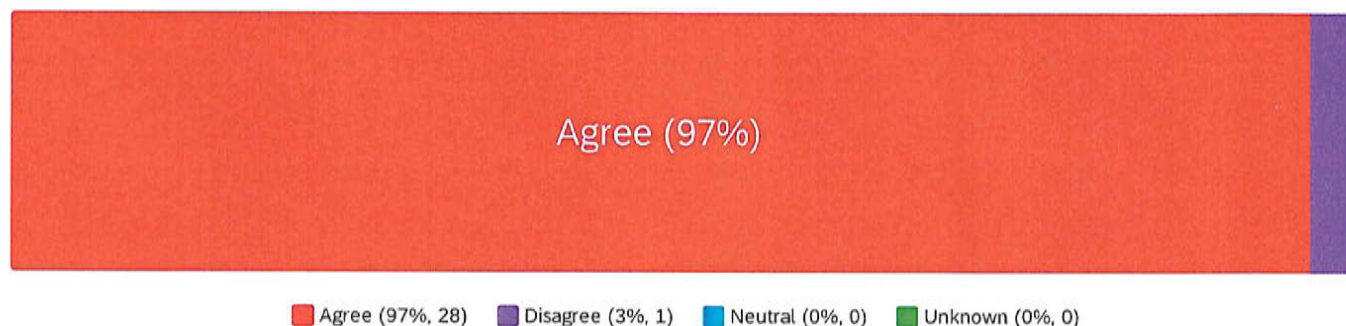
Q30 - The staff members that I interacted with during my first visit were respectful and helpful.



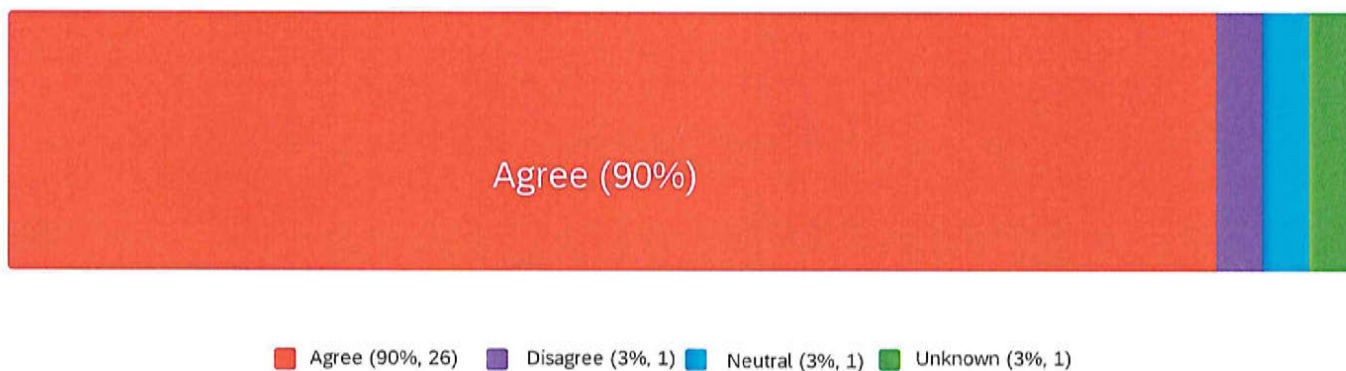
Q3 - This agency's printed materials such as brochures, flyers, or posters reflect various cultural backgrounds including my own.



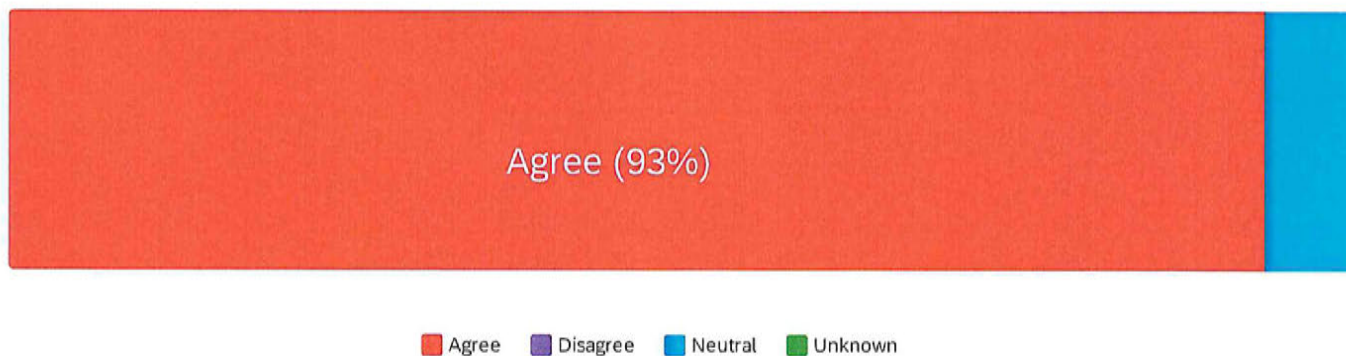
Q4 - Because of the services I receive or have received at this agency, I feel comfortable returning for additional services.



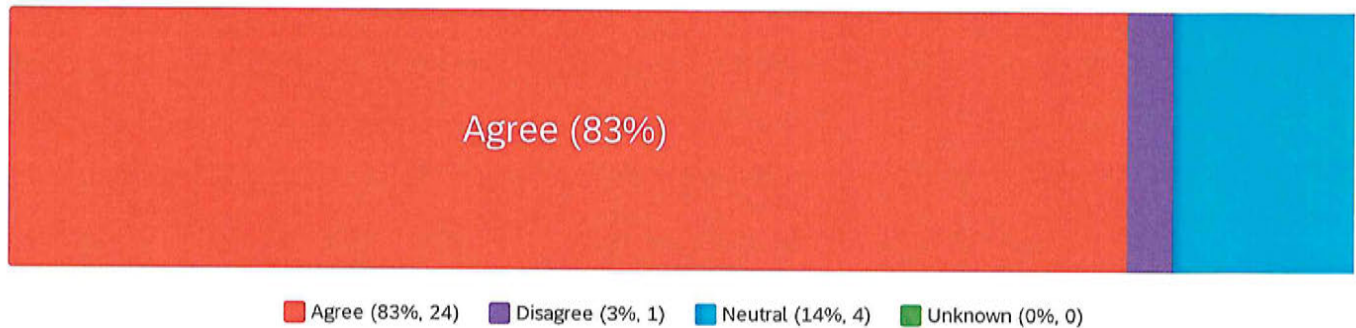
Q5 - This agency has provided and has assisted me with accessing the resources I need.



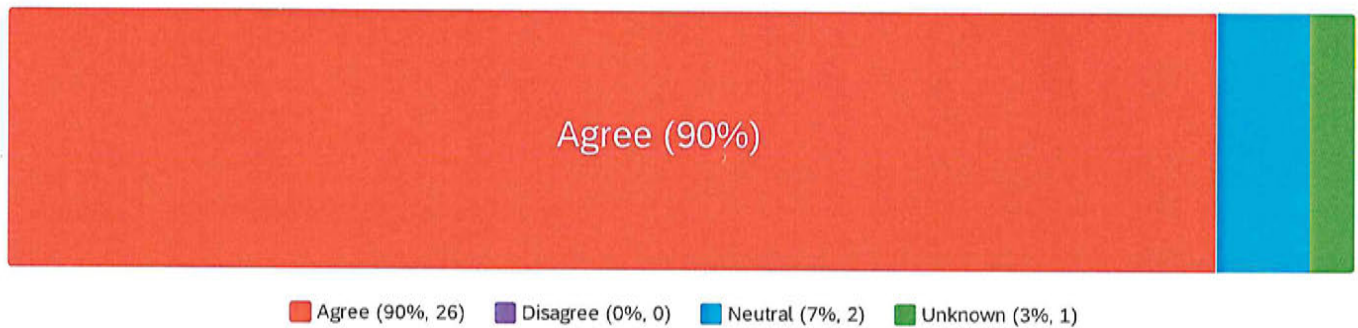
Q6 - This agency has treated me with dignity and respect, and I feel supported.



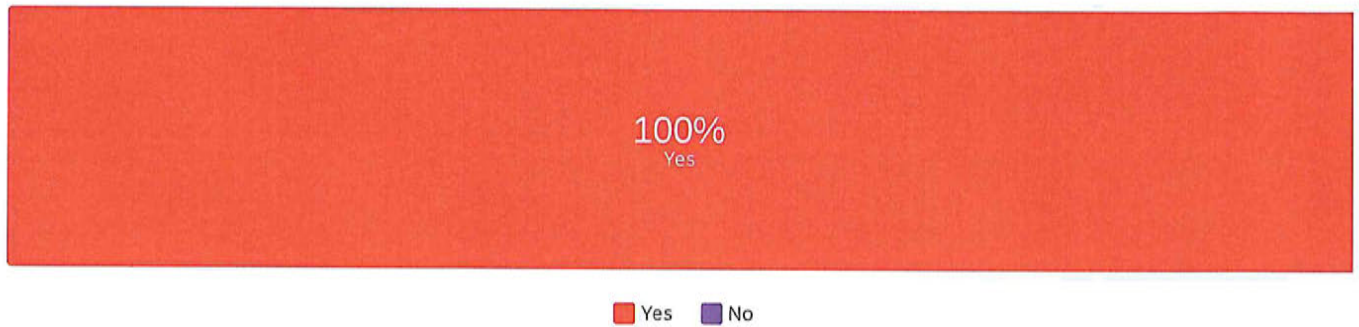
Q7 - This agency has provided me with all necessary support to help my family or myself to receive services.



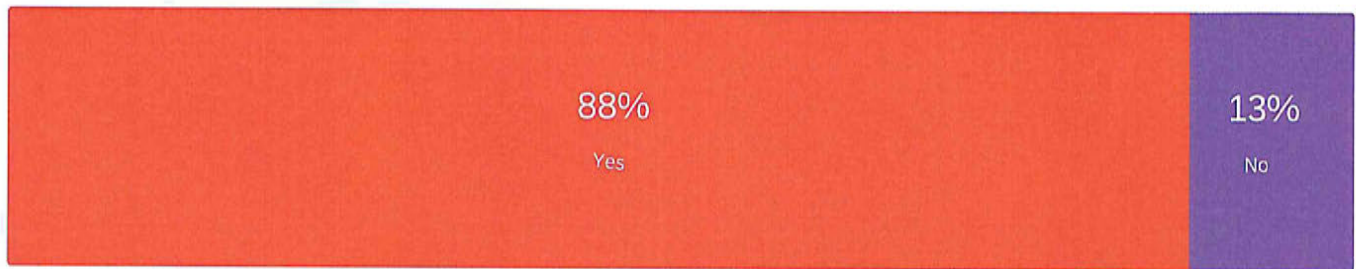
Q8 - Staff from this agency believe I can grow, change, and recover.



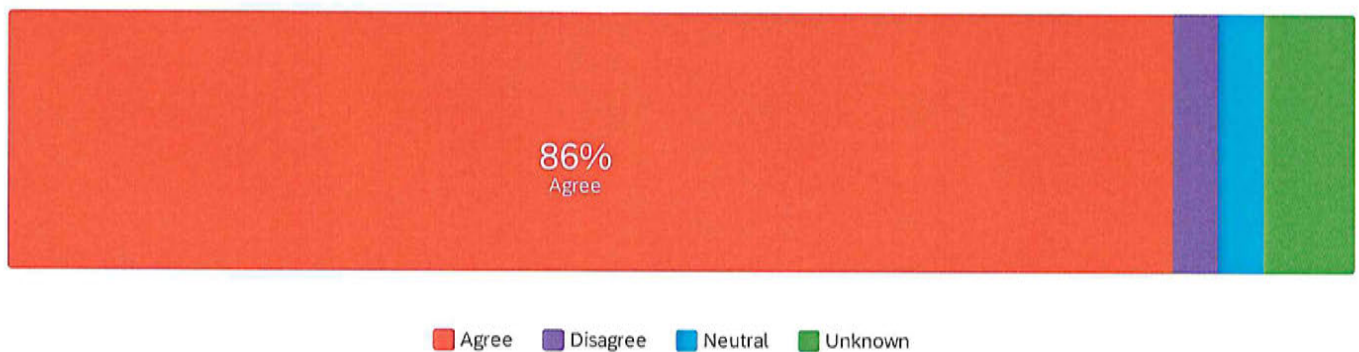
Q11 - Information about my rights was given to me.



Q12 - To help with my language preference, an interpreter assisted me during my visit.



Q9 - My values and cultural background were taken into consideration when developing treatment options.



Q16 - What could this agency do to serve individuals of different backgrounds more effectively?

WIDGET_ERROR.MISCONFIGURED

What could this agency do to serve individuals of different backgrounds mor...

you guys are doing fine so far

no comment

more hours open at OWC

hire people like that

What this agency can do is (internet)

To help recover

Talk you in your cultural when needed

Nothing

Not sure

No, you do it all

N/A

Keepin touch

I think you guys are doing a great job

I think KV has done a great job in working with client during COVID

I think KV does a good job

I believe that there is opportunity to grow with all communities by reaching out to the population and reminding that MH services are available at no cost and are good for people

What could this agency do to serve individuals of different backgrounds mor...

Help with resources that are without financial help

Have more room, more people need this profession and specific care !

Get back to people FASTER

What could this agency do to serve individuals of different backgrounds mor...

No, you do it all

you guys are doing fine so far

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Help with resources that are without financial help

Talk you in your cultural when needed

Have more room, more people need this profession and specific care !

hire people like that

Keepin touch

Nothing

Get back to people FASTER

N/A

Q17 - What has been your overall experience when interacting with this agency?

What has been your overall experience when interacting with this agency?

All staff has been very supportive of me and my wellbeing.

Challenging, however I have always come back stronger better educated and prepared to take care of myself

Good

Good

Good

Good and very helpful

Good except when Steve was my therapist. When having him as my therapist, it made me go backwards.

Great

Great

I feel that my therapist is extremely well structured and has a plan and goals in mind for my future. I have appreciated that she keeps me on track and focused with bettering my mental health. This has been the type of therapy I needed all along. Very pleased with my experience so far.

I know that I am getting healing.

I like it, they are very helpful

It's been positive I've learned a lot about myself and continue to learn more about myself/

Keeping in touch with us

My overall experience has been good

Overall everyone has been very nice to me since the very beginning. From start of my intake to my current treatment, everyone at Kingsview has been very nice.

Overall, it has been good. Right now with housing, I feel that there isn't much resources despite dire situations. There is only options of one women's shelter.

Pretty good

excellent

good experience

good so far

What has been your overall experience when interacting with this agency?

it has been good, its been great so far. I like it way more comforting than what I thought it was going to be.

it's been good

it's been pretty good

neutral

smooth process and a good experience

the people are nice to me

What has been your overall experience when interacting with this agency?

good experience

Good except when steve was my therapist. When having him as my therapist, it made me go backwards.

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Great

Good

Keeping in touch with us

Great

good so far

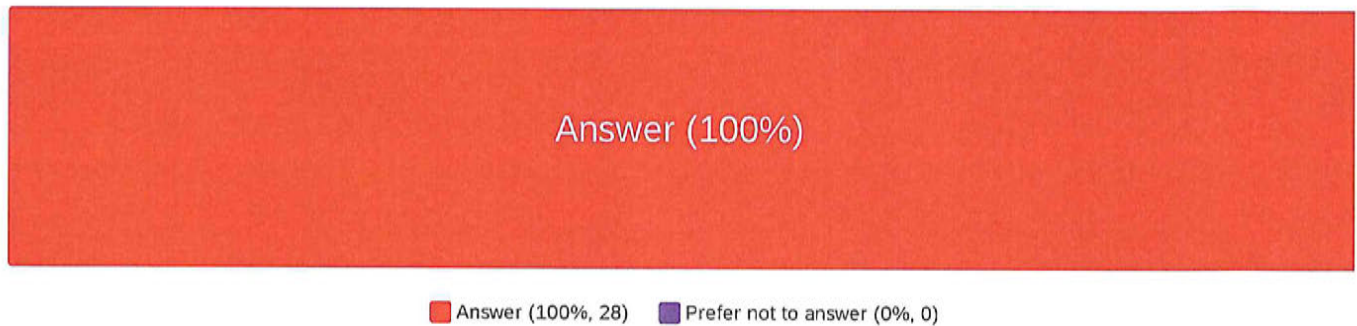
All staff has been very supportive of me and my wellbeing.

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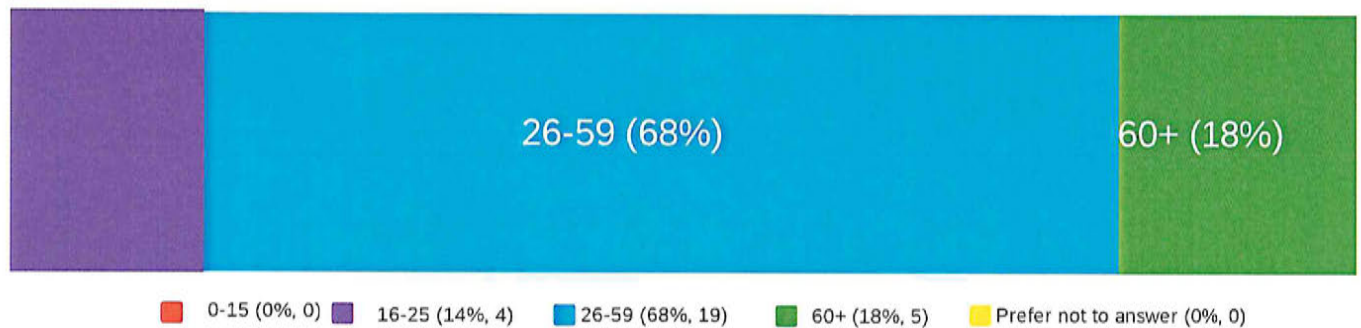
I feel that my therapist is extremely well structured and has a plan and goals in mind for my future. I have appreciated that she keeps me on track and focused with bettering my mental health. This has been the type of therapy I needed all along. Very pleased with my experience so far.

Q17 - (Optional) The following questions are optional and only collecting demographics.

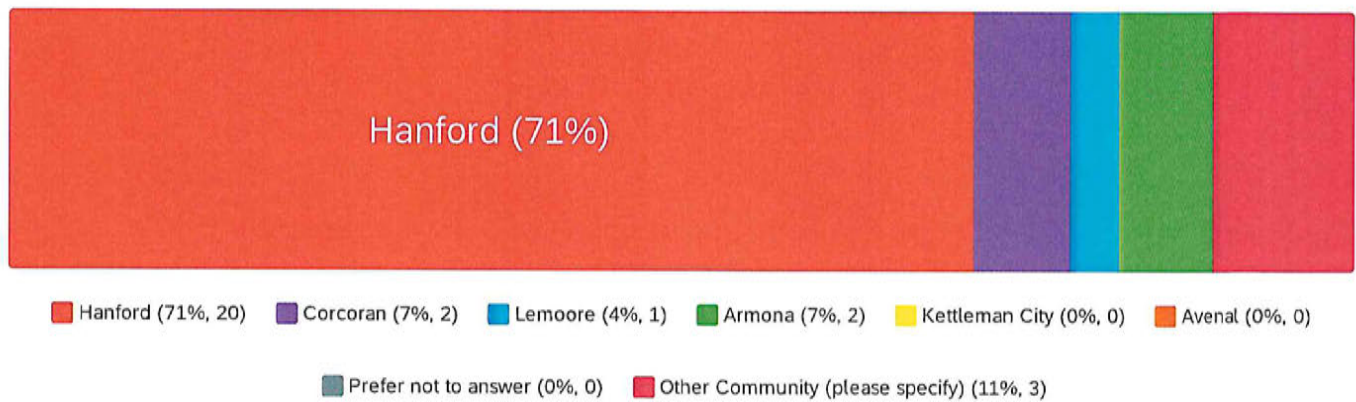
Please select your choice.



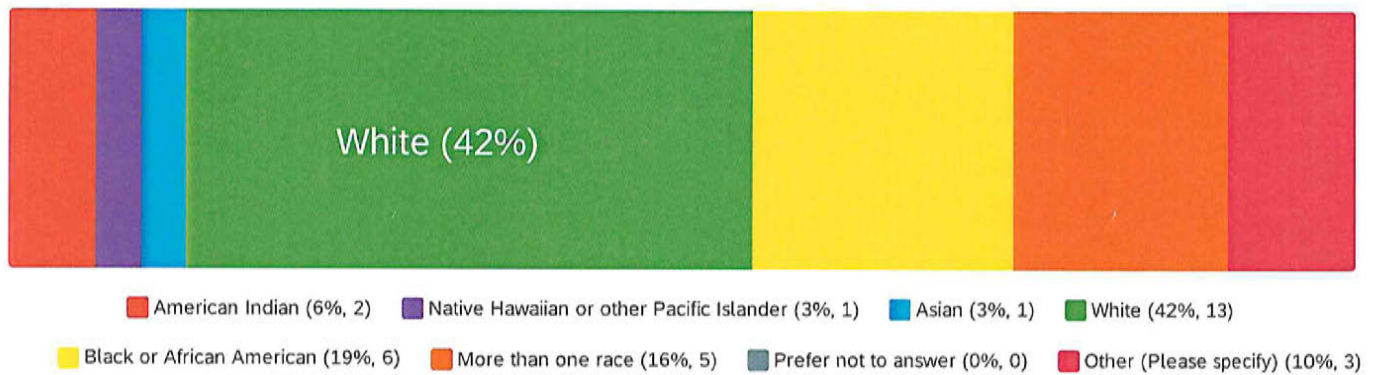
Q18 - What age group do you best identify with?



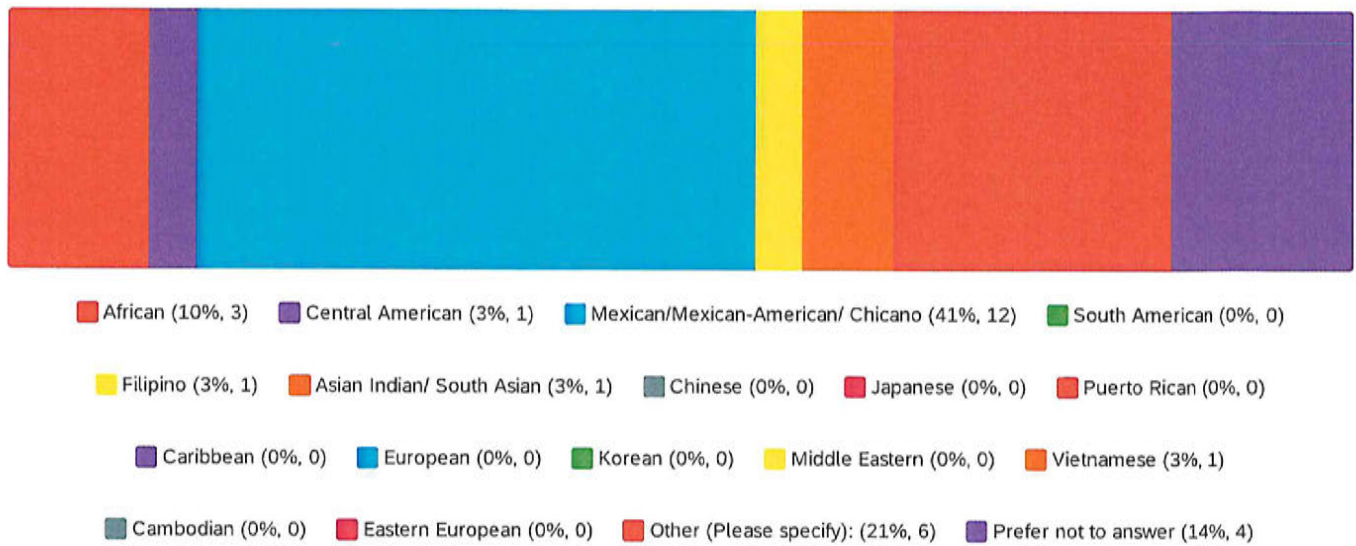
Q22 - Which area of Kings County do you live?



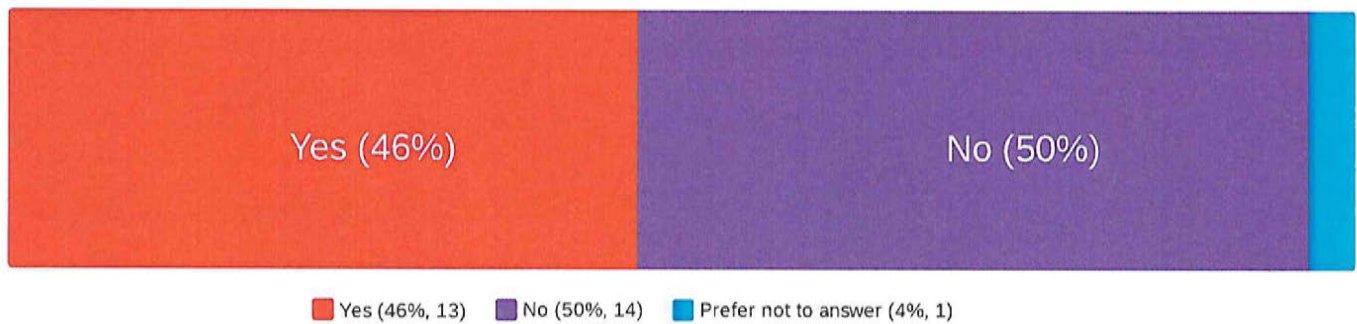
Q20 - What best defines your race?



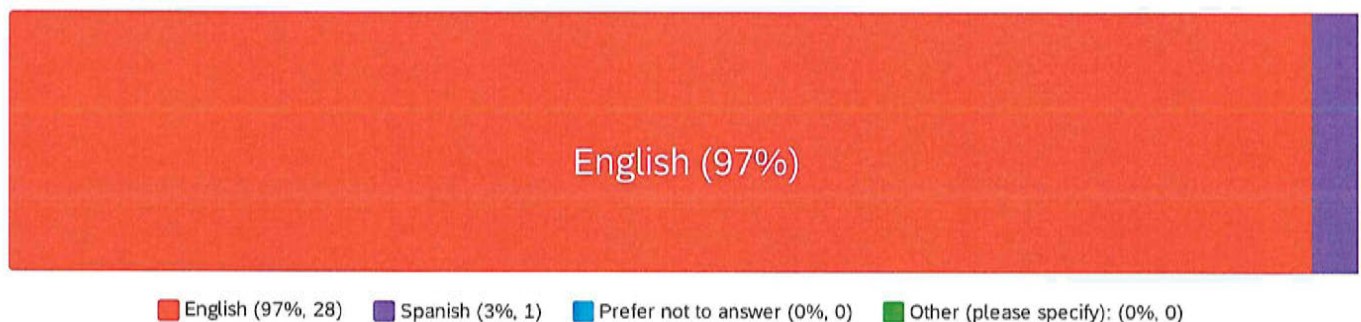
Q21 - What best defines your ethnicity: (Please mark all that apply)



Q22 - Do you identify as Hispanic or Latino?



Q23 - Please mark preferred language:



Q24 - Do you experience any of the following conditions which last at least six months and limit your ability to do everyday activities?



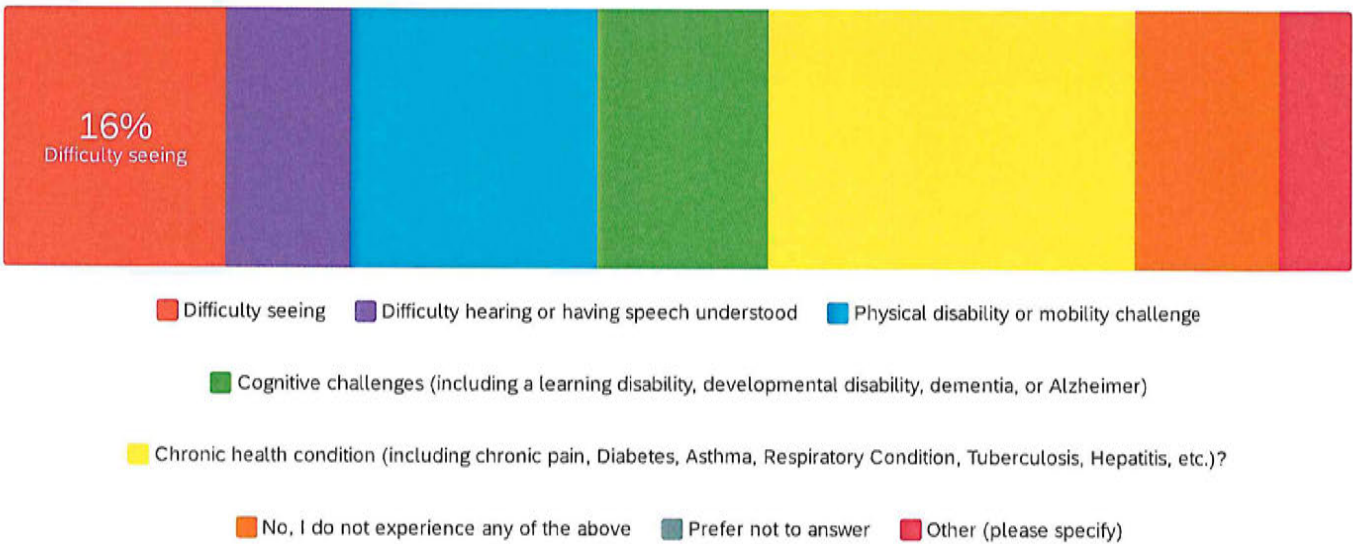
Q24_8_TEXT - Other (please specify)

Other (please specify)

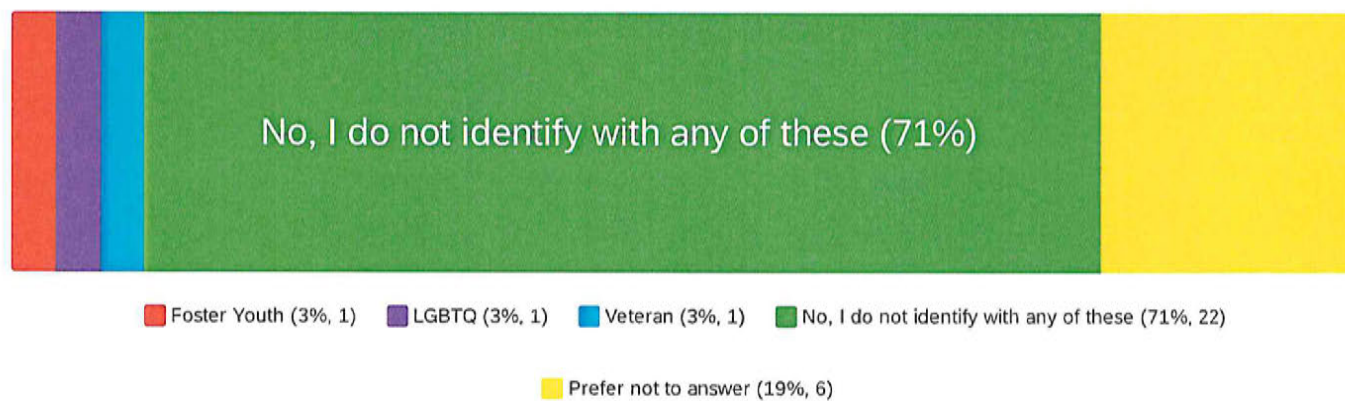
Chronic bronchitis

Depression

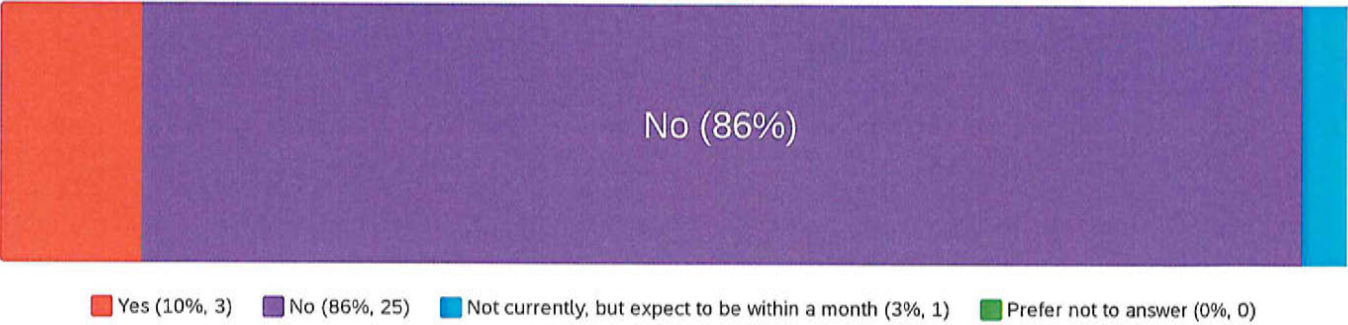
Bipolar



Q28 - Do you identify with any of the below demographic classifications? (Check all that apply)



Q26 - Are you currently homeless (do not have fixed and regular night-time residence)?



Q10 - Staff spoke to me in a way I can understand



☒ Yes ☐ No

End of Report



Consumer Perception Survey Results FY 2019-2020

Youth & Family Population

KINGS VIEW QUALITY MANAGEMENT

EXECUTIVE SUMMARY

The Consumer Perception Survey Report offers a summary of various performance indicators pertinent to the mental health services we provide within Kings County. The surveys are distributed twice a year and results are aggregated to assess our performance on where we deliver high quality care and where we have opportunities to improve our services based on the perception or voice of the customer. This report includes FY19-20 survey results for the Youth and Family population with a N size of 30 consumers.

On the Consumer Perception Survey, questions #1- #26 reflect the Satisfaction with Agency Services, Accessibility of Service, Satisfaction as an Indicator of Effectiveness of Communication about Services and Rights (Informed Consent), and Satisfaction with Life Functioning as an Indicator of Treatment Effectiveness.

Key Findings:

Of the 30 respondents that participated in the survey, 77.8% reported Overall "Satisfaction" with Agency Services that were received, 1 out of 3 questions reported an average rating above 4 "Agree" and the remainder reported above a 3 "Neutral", on a scale of 1 to 5.

For Accessibility of Services, 76.7% reported "Satisfaction". 1 out of 3 questions reported an average rating above 4 "Agree" and the remainder reported above a 3 "Neutral".

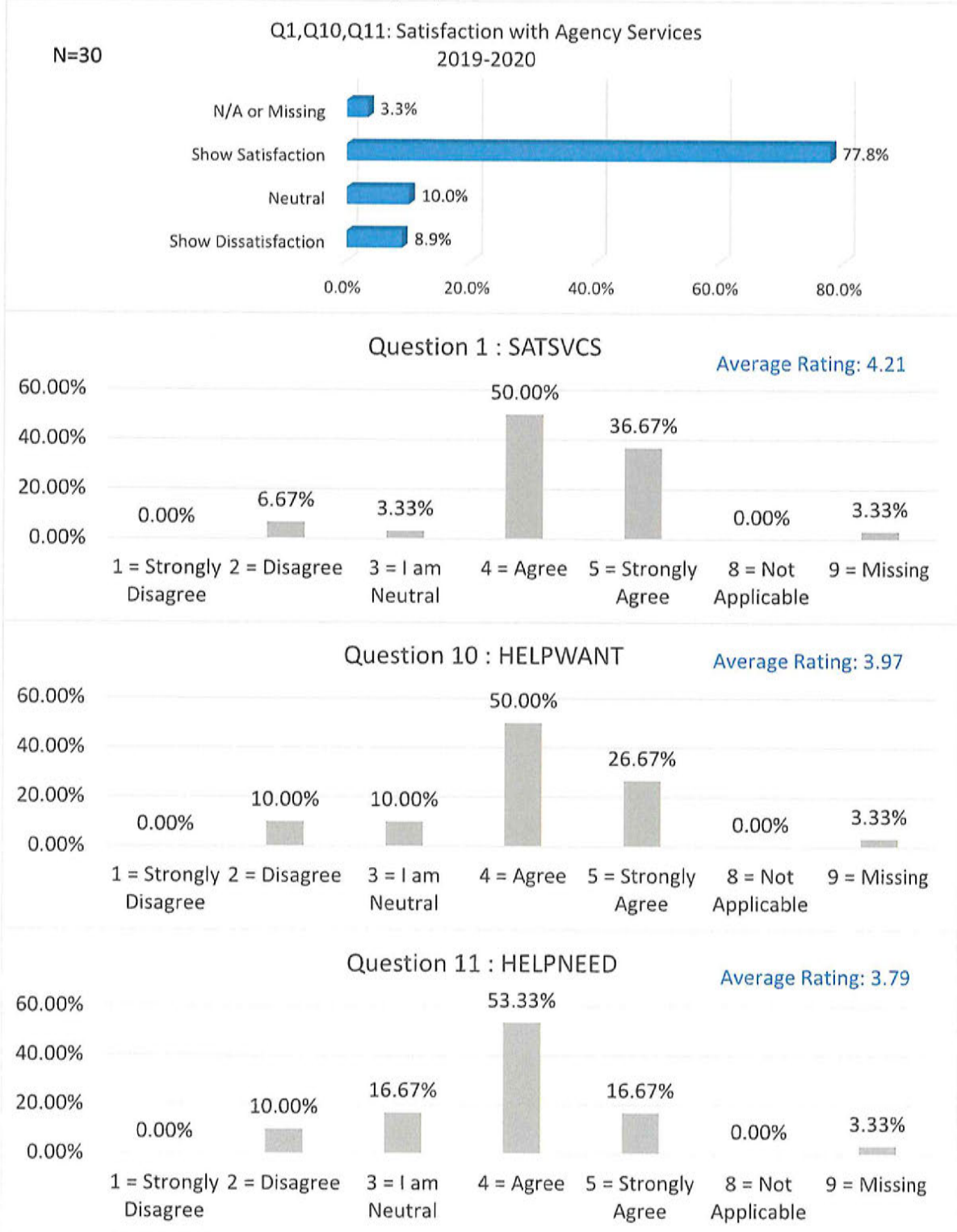
Respondents reported 84.8% "Show Satisfaction" as an Indicator of Effectiveness of Communication about Services and Rights (Informed Consent). All questions had an average rating above a 4 "Agree" indicating favorable results.

For Satisfaction with Life Functioning as an indicator of treatment effectiveness; 69.4% reported "Show Satisfaction", 12.7% reported "Neutral", and 9.4% reported "Show Dissatisfaction". 4 out of 11 questions reported an average rating above 4 "Agree" and the remainder reported above a 3 "Neutral".

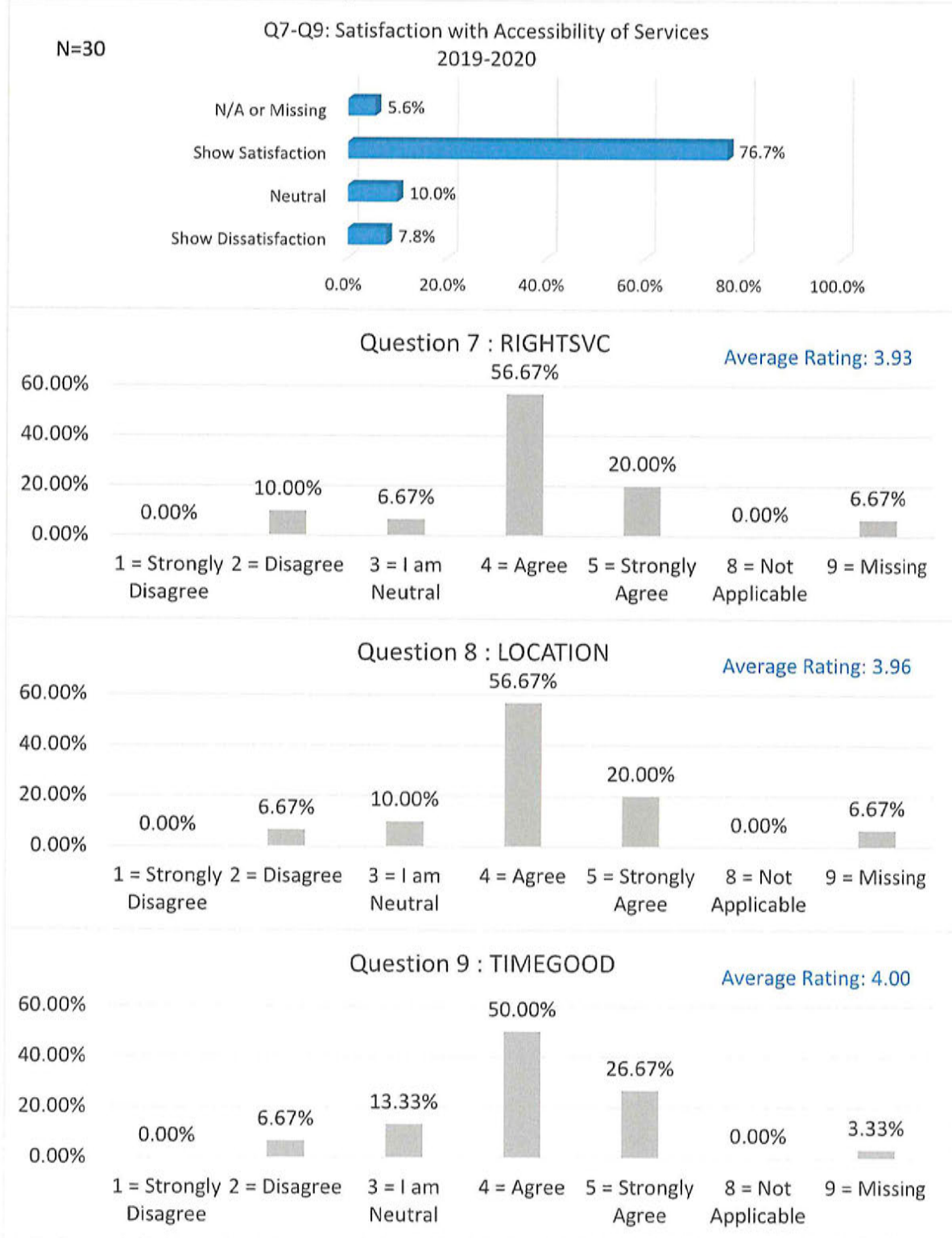
Conclusion and Next Steps:

The results of this survey suggest that Youth and Family consumers rate their Overall Satisfaction with the Agencies Services and Satisfaction with the Effectiveness of Communication about Services and Rights very highly. Feedback will be shared with Leadership and staff to highlight our areas of success and consider where we have an opportunity to improve scores for Satisfaction with Life Functioning as an indicator of Treatment Effectiveness. The plan will continue to track, monitor and report findings for continuous improvement of services.

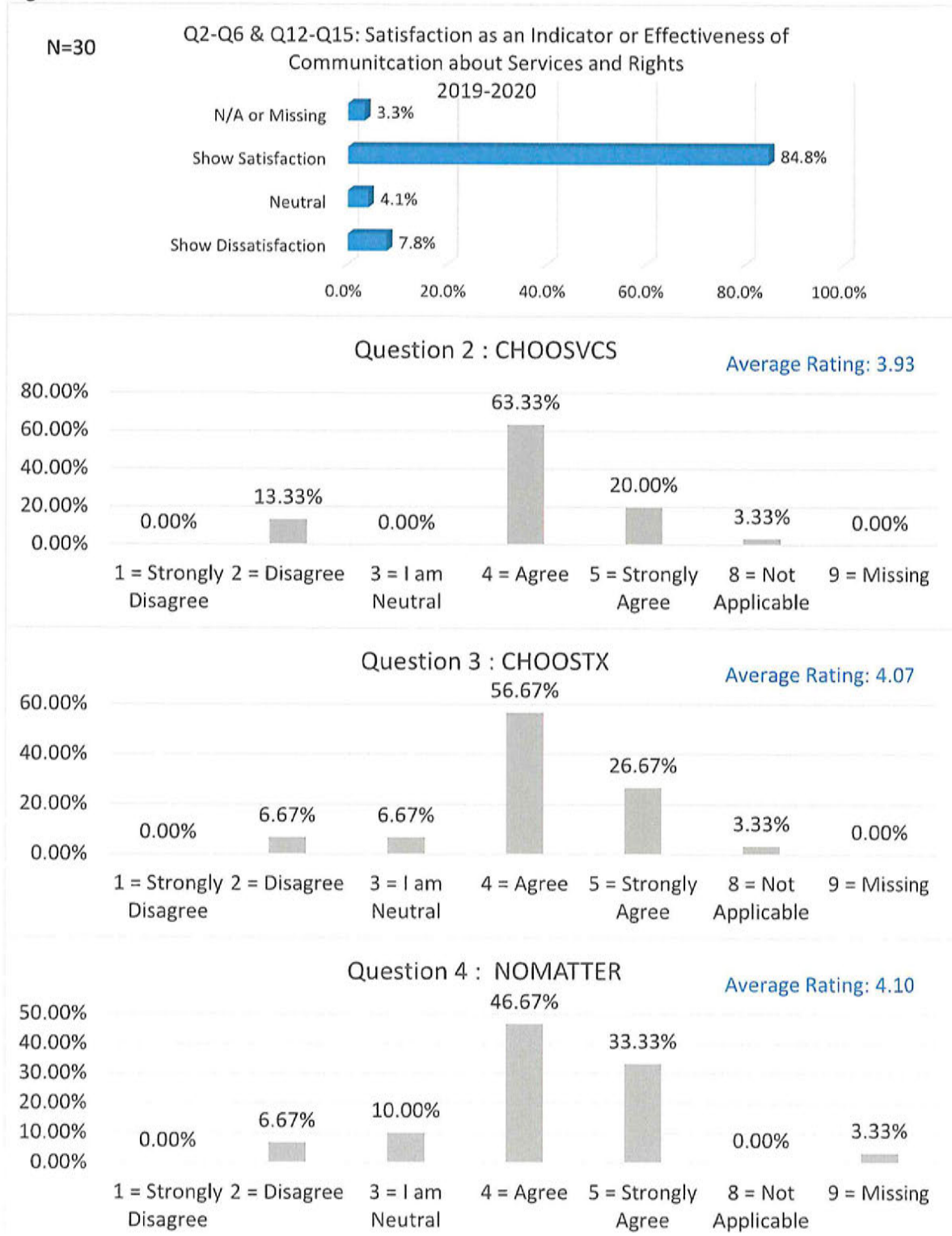
Q1-Q3 Survey Results: Satisfaction with Agency Services



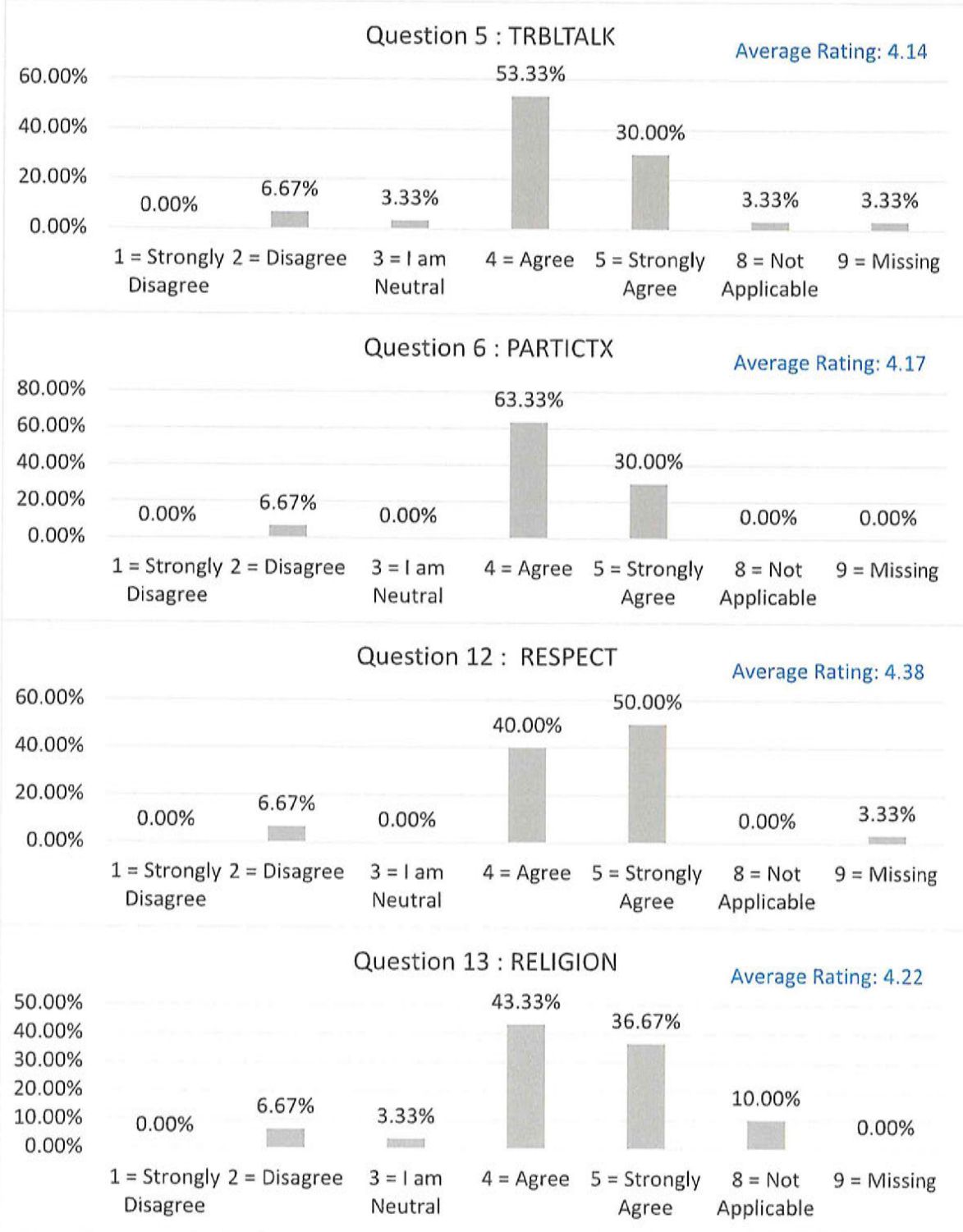
Q7-Q9: Satisfaction with Accessibility of Services



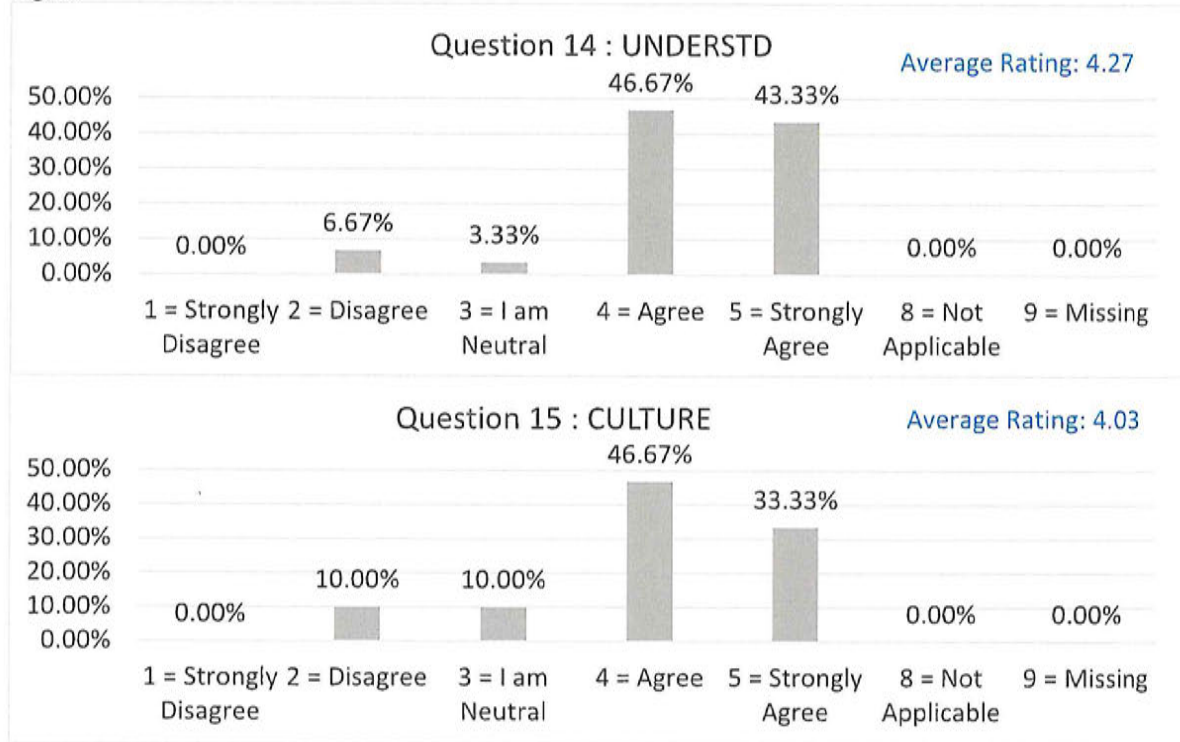
Q2-Q6 & Q12-Q15: Satisfaction as an Indicator of Effectiveness of Communication about Services and Rights



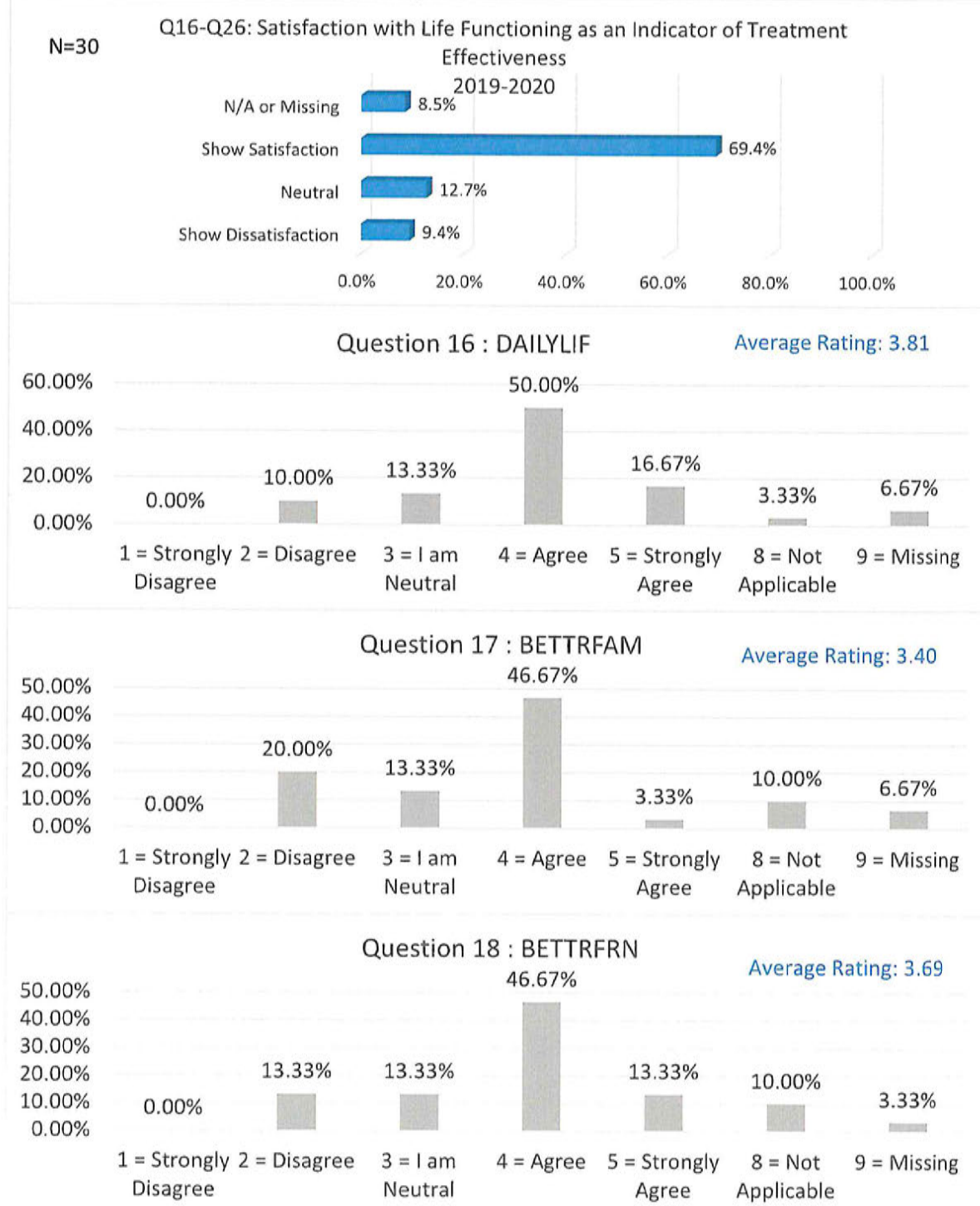
Q2-Q6 & Q12-Q15: Satisfaction as an Indicator of Effectiveness of Communication about Services and Rights



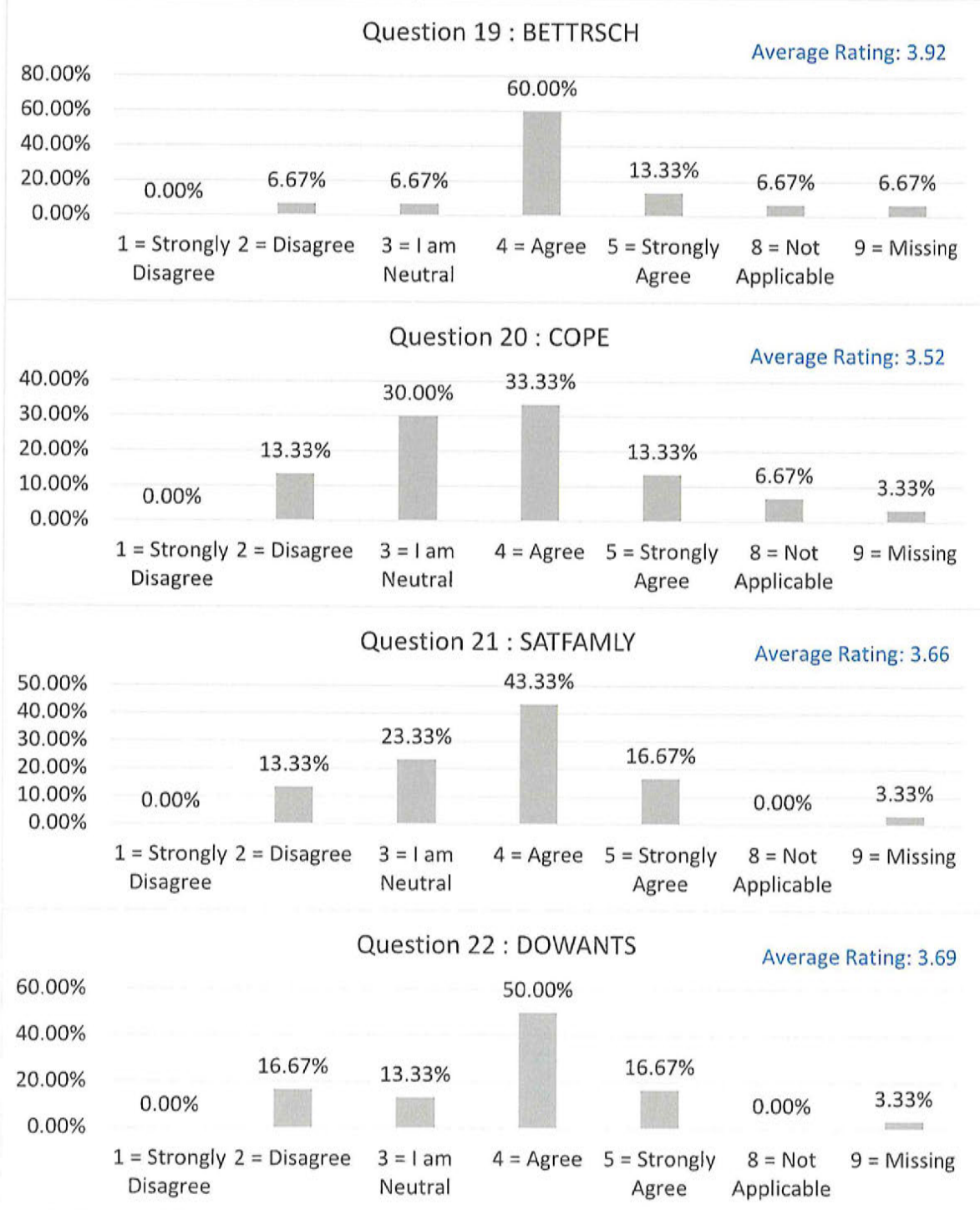
Q2-Q6 & Q12-Q15: Satisfaction as an Indicator of Effectiveness of Communication about Services and Rights



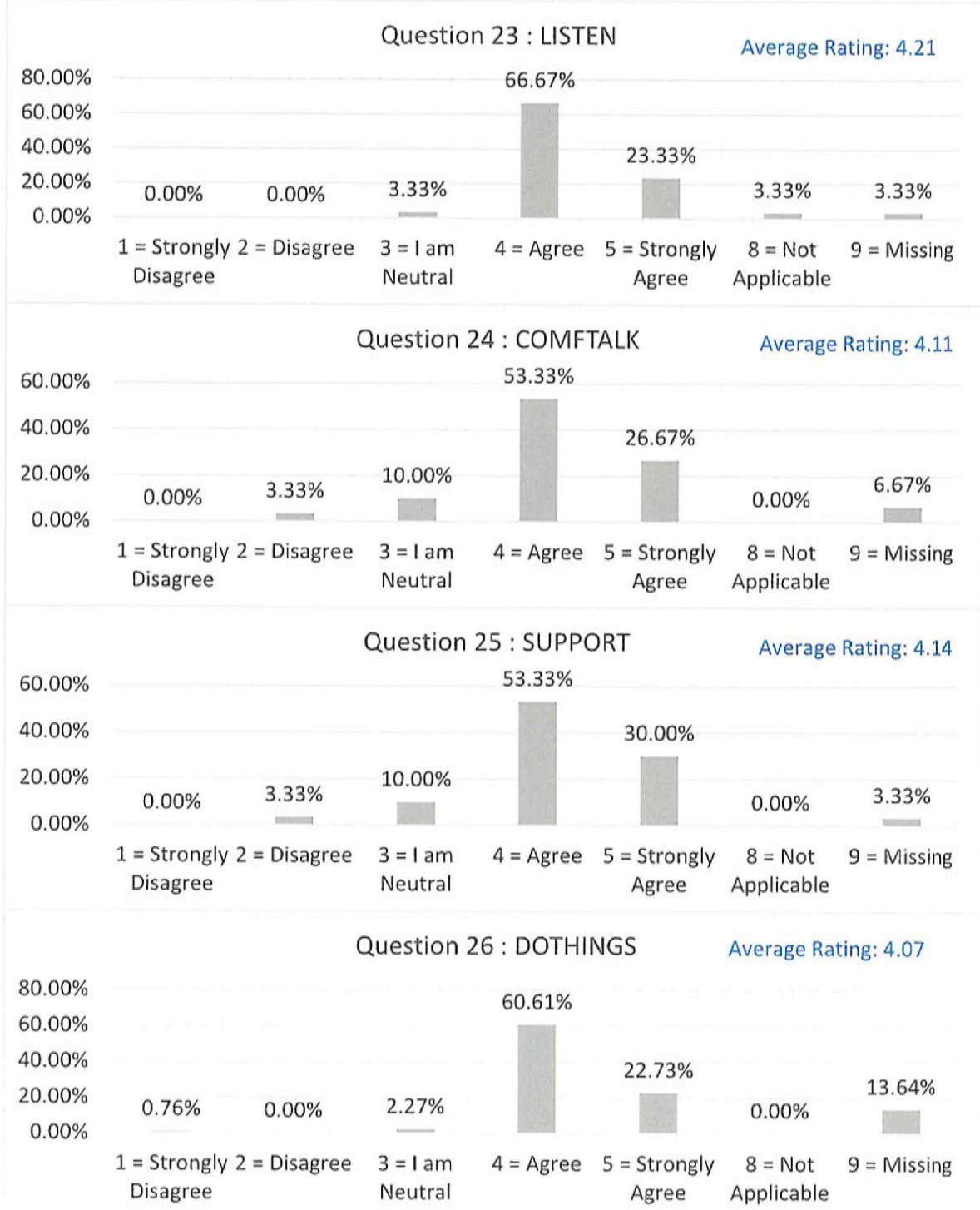
Q16-Q26: Satisfaction with Life Functioning as an Indicator of Treatments Effectiveness



Q16-Q26: Satisfaction with Life Functioning as an Indicator of Treatments Effectiveness

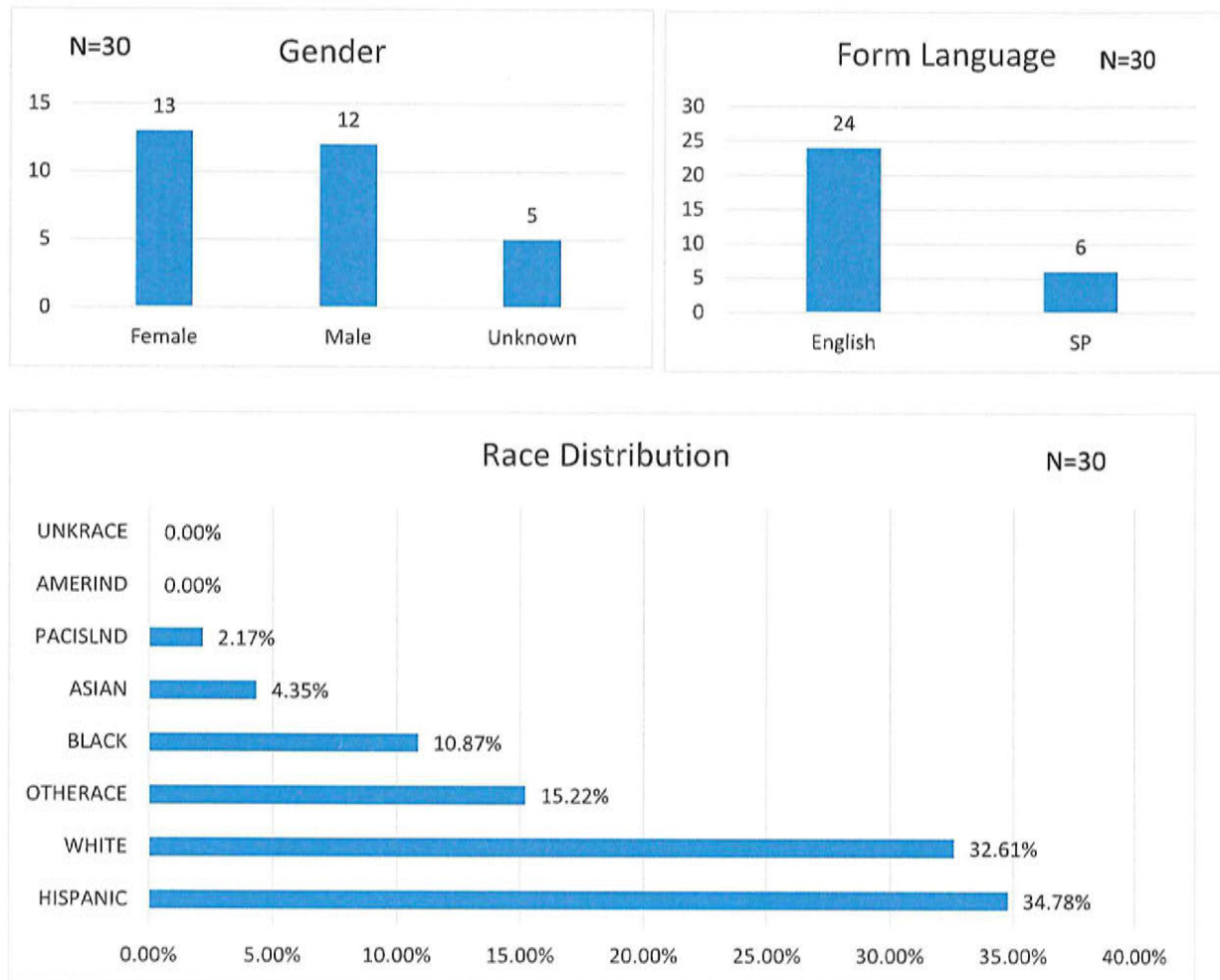


Q16-Q26: Satisfaction with Life Functioning as an Indicator of Treatments Effectiveness



CONSUMER PERCEPTION SURVEY RESULTS FY 2019-2020

Demographic Information





COUNTY OF KINGS PURCHASING DIVISION

PHONE (559) 852- 2589
FAX (559) 584-8371

1400 West Lacey Boulevard Bldg. 6
County Government Center
Hanford, California 93230

Evan C. Jones
Purchasing Manager

August 9, 2021

Mr. Michael Kosareff, CEO
Amanda Nugent-Divine, CEO
Kings View Corporation
7170 North Financial Drive, Suite 110

Re: Protest of award of RFP 2021-72 Specialty Mental Health Services (SMHS) to Children and Youth

Dear Sir and Madam,

The County of Kings ("the County") has reviewed your protest of the proposed award of the Specialty Mental Health Services to Children and Youth agreement as dated July 30, 2021. In your protest, you also address the denial of your request for a copy of the RFP proposal of the winning bidder and copies of the evaluators' sheets.

As for the denial of your request for a copy of the winning bidder's RFP response and copies of the evaluators' sheets, that information is not yet subject to disclosure. Such information, to the extent it will become subject to disclosure, will be available after the execution of the contract between the County and the winning bidder.

With regard to your protest, it appears after reviewing your letter that the basis of your protest is a perception that the proposals were not evaluated in a fair manner. Specifically, you noted that the "oral presentation panel consisted solely of Department of Behavioral Health managers without representation from HSA, Probation[,] or the School District." As stated in your protest, you believe these other departments would, essentially, provide character references for you and the level of services you provide. Unfortunately, this basis lacks merit for two separate reasons: 1) the panel that evaluated the written proposals included representatives from HSA and the Kings County Office of Education ("KCOE"); and 2) to ensure a fair and competitive process, bidders are evaluated based on the content of their RFP proposals, not input from other County departments or outside agencies.

Based on the above, your protest is DENIED. If you choose to appeal this decision, the appeal must be received by the Clerk of the Board of Supervisors within 5 working days of the date of this appeal. The Clerk will schedule you for an administrative hearing before the County's Board of Supervisors ("Board") on the next regularly scheduled meeting. At that hearing, which will be an informal hearing and presentation to the Board, you may present evidence and request relief from the Board. Any materials you intend to present to the Board must be received by the Clerk within 3 working days of the scheduled hearing date. The decision of the Board is final and not subject to appeal or judicial review.

Very Respectfully,

A handwritten signature in blue ink, appearing to read "Evan C. Jones", is written over a horizontal line.

Evan C. Jones, Purchasing Manager, County of Kings

COUNTY OF KINGS
Office of the County Counsel

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CARRIE R. WOOLLEY
Interim County Counsel
Deputies:
DIANE WALKER FREEMAN
RISÉ A. DONLON
FRANK A. RUIZ
THOMAS Y. LIN
CINDY CROSE KLIEVER
TRAN H. NGUYEN

August 9, 2021

Via Electronic Mail:
braine@kingsview.org

Beverly Raine
Kings View

Re: California Public Records Act Request Dated July 29, 2021

Dear Ms. Raine:

The County of Kings ("County"), has received your California Public Records Act ("CPRA") request dated July 29, 2021, where you requested the winning bid for RFP 2021-72 Specialty Mental Health Services (SMHS) to Children and Youth.

A decision on this RFP has not been made. The County is still in the process of making its decision at this time.

The County can provide you with a status update on the RFP award by **Monday, August 23, 2021**. Please be advised that if a decision has been made by this date, the County will need to review the records and make determination on when the review of the responsive records will be completed.

If you have any questions, you may contact this office at the telephone number and/or address above, or via e-mail at Tran.Nguyen@co.kings.ca.us. Thank you.

Sincerely,

CARRIE R. WOOLLEY
Interim County Counsel

By:

A handwritten signature in black ink that reads "Tran Nguyen".

TRAN H. NGUYEN
Deputy County Counsel

Kings View
7170 N. Financial Drive,
Fresno, CA 93720
310-663-0752 CEO's mobile
anugentdivine@kingsview.org

Kings County Board of Supervisors
c/o Catherine Venturella,
Clerk of the Board of Supervisors
1400 W. Lacey Blvd.
Hanford, CA 93230
Catherine.Venturella@co.kings.ca.us

Dear Sir and Madam,

Kings View would like to appeal the recent decision by Kings County Behavioral Health ("KCBH") to award the contract for RFP No. 2021-72 Specialty Mental Health Services to Children and Youth.

For fifty-eight years Kings County Behavioral Health ("KCBH") and Kings View have worked together effectively for the betterment of Kings County residents in providing mental health services. Kings View supports approximately 3,700 unique Kings County community members on an annual basis. With many successes also come challenges in the areas of budget, changing community needs, regulatory demands, staffing and staff turnover at KCBH.

Kings View has been privileged to serve the communities of Kings County since 1963. Services provided cover Medi-Cal, the uninsured, and other consumers and is accountable for mental health services throughout Kings County. Services include individual and group therapy, wellness and recovery, individualized service plans, meeting the consumer where they are in their recovery, individual and group rehabilitation, linkage and consultation, medication management, and 24/7 crisis assessment and intervention. Services are provided in four resource centers and 44 different school sites. Satellite programs are co-located with the Health Department in Corcoran and with Behavioral Health in Avenal. A very successful Oak Wellness Center, which is a consumer led wellness center has been in operation since 2009 and, except during the pandemic, is open every day except two major holidays.

Unfortunately, in the past few years, Kings County Behavioral Health has struggled to provide reliable communication and contracting as it had in years past and in a manner the public would expect from county government. These changes have negatively impacted behavioral health services in Kings County. KCBH has cut \$2.652 million from Kings View behavioral health

services in less than two years' time while the need for behavioral health services has actually increased across the state as well as locally and nationally.

Both cuts came very late in the budgeting process and within the respective fiscal years. For example, Kings View was verbally notified to reduce the 2019/2020 budget plan by \$1.2 million dollars on August 28, 2019, three months into the fiscal year. Less than a year later, the second round of cuts came with an email notification on June 18, 2020 (13 days before the 2020/2021 fiscal year began). Kings View was asked to cut \$1.446 million (15%) from its planned behavioral health contract without a communicated change in the County's expected statement of work.

Kings County Behavioral Health has struggled to sign contracts in a timely manner forcing Kings View to perform services in good faith without a signed services agreement. The current contract (for fiscal years 2020/2021 and 2020/2022) scope of work was completed five months into the fiscal year and the contract was signed by the County nine months after the start of the 20/21 fiscal year. This was only accomplished after Kings View reached out to the Kings County Board of Supervisors to ask for assistance with getting the scope of work completed and the contract signed.

Kings View believes Kings County Behavioral Health is retaliating against Kings View for soliciting help from Kings County Board of Supervisors. This is evident by the Children's Services RFP being released and put out to bid two months after the contract was signed with Kings View.

Award of the RFP to another agency places the current contract in uncertainty as the current contract combines adult and children services. The award to another agency is splintering the existing contract and creating distrust of the county among providers.

Kings View staff have been providing children's services since 1997 and we have forged therapeutic relationships that have brought healing to children in pain. One of the biggest complaints we hear is how county mental health systems have such a high rate of turnover in treatment providers. We often hear as soon as a consumer builds a therapeutic alliance with a therapist, a case manager or a psychiatrist, they leave the county, or the county changes providers and the consumer must start over with someone new, rehashing old wounds and retelling their story once again. And for children, this also means learning to trust someone new with the most vulnerable parts of their life, as well as the new treatment provider learning how this unique child communicates their struggles. All of this takes time. It is a process and not something that can change hands easily especially not during a global pandemic. The new school year in Kings county launched this week. Trust and continuity of care is critical to the success of our student consumers. A contract change subsequent to the start of the new school year will be detrimental to the health of this group.

It is incredibly concerning to Kings View that children's services are being pulled from the agency without cause. Kings View consistently asks the county for feedback and to this date there has been no criticism of the children's services Kings View provides. Kings View has an

excellent reputation, effective working relationships with community partners and outcomes data to back this up.

Kings View has still not been provided an explanation, panel scoring results, or other evaluative data to support the Kings County Behavioral Health decision of the award to another awardee. The sharing of this data is common practice in county RFP processes to promote fairness and control for conflicts of interest. It is our understanding that each county department makes their own determination as to the level of data they choose to make public. Considering Kings View's lengthy history within Kings County and the unique nature of this contract, we would ask that the Kings County Board of Supervisors compel Kings County Behavioral Health to release additional evaluation data to the public.

Kings View is local as it has four offices in Kings County and provides 80 quality jobs on average to Kings County residents. If the contract is lost, not only will residents lose out on receiving quality mental health services, but some local residents may lose their jobs.

Kings View respectfully requests that the Kings County Board of Supervisors direct Kings County Department of Behavioral Health to retain Kings View and uphold the contract it signed with Kings View on 3/08/2021. We are also asking that Kings County Behavioral Health be prevented from engaging in further retaliatory behavior.

Respectfully,



Amanda Nugent Divine, CEO
Kings View



COUNTY OF KINGS PURCHASING DIVISION

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FAX (559) 584-8371

1400 West Lacey Boulevard Bldg. 6
County Government Center
Hanford, California 93230

Evan C. Jones
Purchasing Manager

August 19, 2021

Mr. Michael Kosareff, CEO
Ms. Amanda Nugent-Divine, CEO
Kings View Corporation
7170 North Financial Drive, Suite 110

mkosareff@kingsview.org

anugentdivine@kingsview.org

Re: Board agenda item: Appeal of award of RFP 2021-72 Specialty Mental Health Services (SMHS) to Children and Youth to Mental Health Systems, Inc.

Dear Sir and Madam,

The County of Kings ("the County") has received your letter intending that you are appealing the award of Specialty Mental Health Services (SMHS) to Children and Youth to Mental Health Systems, Inc. and the decision of the Purchasing Manager denying your protest to the County of Kings Board of Supervisors for final decision.

The County Board of Supervisors will convene on September 14, 2021, at 9:00 a.m. and your matter will be on the agenda.

Please notify the Clerk of the Board, Catherine Venturella, if you will need a link to the WebEx video session if you plan on visiting virtually, or if you plan on attending in-person. Her email is Catherine.Venturella@co.kings.ca.us.

Very Respectfully,

A handwritten signature in blue ink, appearing to read "Evan C. Jones", is written over a horizontal line.

Evan C. Jones, Purchasing Manager, County of Kings

DATE: September 3, 2021

TO: Kings County Board of Supervisors

FROM: Lisa D. Lewis, PhD, Kings County Director of Behavioral Health

Subject: Response to Protest of Award of RFP 2021-72 Specialty Mental Health Services (SMHS) to Children and Youth

The Kings County Behavioral Health Department (KCBH) presents the following information to the Board of Supervisors in reference to the protest of the award of the Request for Proposal (RFP) 2021-72 SMHS to Children and Youth.

As a political subdivision of the State of California, KCBH, as the Mental Health Plan (MHP), is responsible for the provision of community mental health services, which are included in the County's Performance Contract with the Department of Health Care Services (DHCS). The Performance Contract sets out the conditions and requirements that Counties must meet.

The MHP is assessed and evaluated through an annual External Quality Review that is overseen by the DHCS. The review is focused on the MHP's assessment, identification, implementation and evaluation of quality, timeliness and access to health care services which include:

- Strategies to address the cultural, ethnic, racial, and linguistic needs of the Medi-Cal eligible population and ensure the appropriate types and numbers of practitioners and providers necessary to meet the needs of its beneficiaries.
- Penetration rates for services provided to children, youth, and foster youth, who are Medi-Cal eligible.
- Ensuring that required services are available to beneficiaries in accordance with the Integrated Core Practice Model, including: Intensive Care Coordination, Intensive Home Based Services, and Child and Family Teams.
- Services shall include transportation resources, offer hours similar to commercial enrollees or comparable Medi-Cal fee-for-service, and offered via clinic based, telehealth or field/mobile based.
- Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services.

In order to meet these requirements the Department receives funding through multiple funding streams including: Mental Health Services Act (MHSA), 1991 and 2011 realignment funds used for the provision of community mental health services to the

Medi-Cal population, Community Mental Health Services Grant (MHBG), as well as Medi-Cal billing.

In the fall of 2020, after three years of adding additional providers and services to the mental health system in Kings County, KCBH determined that it was time to solicit Request for Proposals (RFP) for the existing mental health services. It was the responsibility of the department, and good business practice to bring contracted services up for RFP at least every 3-5 years. The goal was to ensure that the department would be able to meet the growing requirements set forth by the Department of Health Care Services. The process outlined in the Appendix A timeline below began in early 2021.

The RFP is for Specialty Mental Health Services (SMHS) to all Kings County children and youth beneficiaries ages 0 – 18 who meet medical necessity and then up to age 21. Services include: mental health assessments, treatment plan development, individual therapy, family therapy, intensive care coordination, case management and crisis intervention in clinic and community based settings.

Appendix A to this document includes the Timeline, Scoring, and Scoring Panel Results.

Appendix A

Timeline of RFP Process

February 1, 2021	Kings County Behavioral Health (KCBH) began drafting the Request for Proposal (RFP).
May 10, 2021	RFP was submitted to Kings County Purchasing Division for review.
May 12, 2021	RFP 2021-72 Specialty Mental Health Services to Children & Youth was released via email by the Kings County Purchasing Division.
May 19, 2020	The Kings County Purchasing Division received a request on May 17, 2021 from a prospective bidder to extend the RFP submission deadline. KCBH approved the extension request and the Purchasing Division issued Addendum 01 on this day. This changed the deadline from June 14, 2021 to June 18, 2021.
May 26, 2021	A bidders conference was hosted by the Kings County Purchasing Division and KCBH.
June 18, 2021	All proposals were due @ 4:00 PM local time. Three (3) proposals, including proposals from Kings View and Mental Health Systems were received.
June 22, 2021	The Scoring Panel was identified by the KCBH Executive Team to include three (3) KCBH managers, one (1) staff from the Kings County Human Agency, and one (1) staff from the Kings County Office of Education. The Scoring Panel received hard copies of each proposal and an email that included the RFP, scoring sheet, scoring content descriptions, and conflict of interest disclosures. Copies of the scoring panelist's completed scoring sheets were requested to be emailed to the KCBH Executive Team by Wednesday, June 30, 2021.
July 1, 2021	A member of the KCBH Executive Team facilitated a meeting of the entire Scoring Panel for the panelists to report their findings and scores for each component of the RFP. Based upon a 9 point variance for the top and bottom scores and several clarifying questions the Scoring Panel had for each proposer, the Scoring Panel recommended to the Executive Team that an Oral Presentation should be held with each proposer for clarification.
July 19, 2021	KCBH emailed a set of prepared questions requested by the scoring panel to each proposer.
July 21, 2021	KCBH conducted Oral Presentations. The Oral Presentation panel included two (2) staff from the KCBH Executive Team and three (3) managers from KCBH. The Oral Presentation panel was not scored because it was intended for clarification of the scored proposals.

July 22, 2021 The Scoring Panel results were presented to the KCBH Executive Team. The team reviewed the findings from the Oral Presentation and determined that the answers supported the original scoring by the panel. The Executive Team then provided the award recommendation to the Purchasing Division and Board of Supervisors for the Request for Proposals.

Scoring:

Proposers could earn a maximum of *100 points* based upon the following scale:

- Qualifications & Past Experience 15 Points
- Work Plan & Program Approach 35 Points
- Financial & Organizational Stability 15 Points
- Cost & Budget 15 Points
- Quality Assurance & Oversight 20 Points

Scoring Panel Results:

- Mental Health Systems 83.8
- Kings View 74.8