

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, Assistant County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors

Regular Meeting Agenda

Date: Tuesday, July 20, 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. On December 3, 2020, the State announced a regional Stay-at-Home order to slow the spread of COVID-19. In response to the State's additional restrictions, and for the protection of the public's health, the Board of Supervisors will convene their public meetings via video and teleconference as detailed below, and will close its Board Chambers to the public until further notice.

Pursuant to the Executive Orders, and to maintain the orderly conduct of the meeting, Kings County will allow the Board Supervisors, County staff and interested members of the public to attend the meeting telephonically or by the Internet, and to participate in the meeting to the same extent as if they were present in the Board's Chambers.

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

<https://youtu.be/7MG4eBuijM> 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 Board consideration or action, and those comments will be entered into the administrative record of the meeting. To submit written comments by U.S. Mail or email for inclusion in the meeting record, they must be received by the Clerk of the Board of Supervisors no later than 9:00 a.m. on the morning of the noticed meeting. To submit written comments by email, please forward them to bosquestions@co.kings.ca.us. To submit such comments by U.S. Mail, please forward them to: Clerk of the Board of Supervisors, County of Kings, 1400 W. Lacey Blvd., Hanford, CA 93230

To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

10:00 AM - REDISTRICTING PUBLIC HEARING INSTRUCTIONS – ENGLISH

To comment during the meeting by telephone or the Internet, E-mail the Clerk of the Board at any time before or during the meeting at bosquestions@co.kings.ca.us for a phone number, access code and meeting link.

If you just wish to only listen to the public hearing you can go to this YouTube link <https://youtu.be/7MG4eBuijM> Through the YouTube link you cannot make comments so please see above for instructions to receive meeting link if you wish to make a comment.

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

Para comentar durante la reunión por teléfono o Internet, envíe un correo electrónico al Secretario de la Junta en cualquier momento antes o durante la reunión a bosquestions@co.kings.ca.us para obtener un número de teléfono, código de acceso y enlace de la reunión.

Si solo desea escuchar la audiencia pública puede ir a este enlace de YouTube-<https://youtu.be/bjVHAHsFJPM> A través del enlace de YouTube no puede hacer comentarios, por lo tanto, consulte las instrucciones anteriores para recibir el enlace de la reunión si desea hacer un comentario.



I. 9:00 AM CALL TO ORDER

ROLL CALL – Clerk of the Board

INVOCATION – Pastor Sylvia Gaston – 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 on June 22, 2021.

B. Approval of the minutes from the July 13, 2021 regular meeting.

IV. CONSENT CALENDAR

A. Agriculture Department:

1. Consider approving the Cooperative Agreement with the California Department of Food and Agriculture for the County's Organic Inspection Program, retroactively effective from July 1, 2021 to June 30, 2022.

B. Behavioral Health Department:

1. Consider approving an Agreement with Kings View for Narcotic Treatment Program Services, retroactively effective from December 1, 2020 to June 30, 2023.

C. County Counsel:

1. Consider approving the Agreement with Lozano Smith for outside legal services.

D. Human Resources:

1. Consider approving out-of-state travel for Personnel Technicians Jessica Cervantes and Eva Perez to attend the NEOGOV Annual User Conference in Las Vegas, Nevada from October 5-7, 2021.

E. Human Services Agency:

1. Consider approving the Memorandum of Understanding with Valley Regional Counties – Mutual Aid Plan Protocol for Post-Disaster Support and Services Accommodation for the CalFresh program.

F. Job Training Department:

1. a. Consider approving the Workforce Innovation and Opportunity Act Fiscal Year 2021-2023 Master Subgrant AA211010; and
b. Authorize the Director of Economic and Workforce Development to enter into Agreements necessary to carry out this Subgrant.

G. Public Health Department:

1. Consider approving an Agreement with Kings County Children & Families Commission (First 5) for staffing and administrative services.

V. REGULAR AGENDA ITEMS

A. Administration – Larry Spikes

Waste Management – Bob Henry

1. Consider accepting the quarterly report from Chemical Waste Management.

B. Human Resources – Henie Ring

1. Consider authorizing the Human Resources Director and designated staff to sign the successor Agreement with the Deputy Sheriff's Association for a term beginning July 1, 2021 and ending June 30, 2023.



C. Human Services Agency – Sanja Bugay/Antoinette Gonzales

1. Consider approving an Agreement with the Kings County Commission on Aging Council to provide continued Medi-Cal outreach and assistance for the Medi-Cal Health Enrollment Navigators Project, retroactively effective from July 1, 2021 to June 30, 2022.

D. Public Health Department – Edward Hill

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. 10:00 AM PUBLIC HEARING

Administration – Larry Spikes/Kyria Martinez

County Counsel – Carrie Woolley/Diane Freeman

1. Conduct a public hearing for the County's 2021 Supervisorial redistricting process.

VII. BOARD MEMBER ANNOUNCEMENTS OR REPORTS

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

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

VIII. CLOSED SESSION

- ♦ **Significant Exposure to Litigation: 1 Case [Govt. Code Section 54956.9 (d)(2)]**
- ♦ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: County Administrative Officer
- ♦ **Personnel Matter: [Govt. Code Section 54957]**
Public Employee Appointment: County Counsel
- ♦ **Conference with Labor Negotiator/Meet and Confer: [Govt. Code Section 54957.6]**
 Negotiators: Larry Spikes, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - Supervisors – CLOCEA
 - Firefighter's Association

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, July 27, 2021, at 9:00 a.m.

FUTURE MEETINGS AND EVENTS

July 27	9:00 AM	Regular Meeting
August 3	9:00 AM	Regular Meeting
August 9	9:00 AM	Board of Equalization Regular Meeting
August 10	9:00 AM	Regular Meeting
August 17	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

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Staff

Larry Spikes, Interim County Admin. Officer
Lee Burdick, County Counsel
Catherine Venturella, Clerk of the Board

Board of Supervisors

Regular Meeting Action Summary

Date: Tuesday, July 13, 2021
Time: 9:00 a.m.
Place: Board of Supervisors Chambers, Kings County Government Center
1400 W. Lacey Boulevard, Hanford, California 93230

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- I. 9:00 AM** **CALL TO ORDER**
ROLL CALL – Clerk of the Board
INVOCATION – Pastor Brian Kleinhammer – Kingdom Culture 2.0
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.

Brian Thoburn, Southern California Edison gave an update to the Board on wildfire mitigation and upgrades to the system in this territory. He stated that during the recent heat waves there have been minimal disruptions and thanked the customers of SCE for conserving power.



Lee Burdick, County Counsel stated that today is her last day as County Counsel for Kings County and thanked the Board for the opportunity to work with them and stated that she is grateful for the opportunity to serve the people of Kings County. She thanked her staff for their dedication and hard work and stated that she feels she will be leaving the office in good hands with her Assistant Carrie Woolley.

Bill Lynch, Kings County Fire Chief stated that Kings County fire personnel are working on two fires within the State and discussed the operations and activities.

III.

APPROVAL OF MINUTES

A. Approval of the minutes from the June 29, 2021 regular meeting.

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

IV.

CONSENT CALENDAR

A. District Attorney's Office:

1. Consider approving out of state travel for Martha Diaz, Liliana Diaz and Beverly Rodriguez to attend the National Organization of Victim Assistance Training Conference in Orlando, Florida from September 10-15, 2021.

B. Human Services Agency:

1. Consider approving the Agreement with the California State University, Fresno Foundation for the provision of consultation, coaching and training services to assist the Human Services Agency with various programs revolving around children's services, retroactively effective from July 1, 2021 to June 30, 2023. **[Agmt 21-077]**
2. Consider approving the Agreement with Airs Management Incorporated for the provision of food services for Project Roomkey, retroactively effective from July 1, 2021. **[Agmt 21-078]**

C. Public Health Department:

1. a. Consider authorizing the Public Health Director to accept the California Department of Public Health Safe Schools for All funding allocation in the amount of \$150,000 for provision of safe reopening of schools during the ongoing COVID-19 pandemic; and
b. Authorize the Public Health Director to sign any associated invoices and revisions to the initial work and spend plan. **[Agmt 21-079]**

D. Public Works Department:

1. a. Consider authorizing the Public Works Director to sign the special use agreement with the Kings County Sheriff's Posse for complete closure of Burris Park on September 11, 2021 for the annual Crab Feed; and
b. Authorize the Public Works Director to Approve non-substantive changes, including date changes, to the special use agreement with the concurrence of County Counsel. **[Agmt 21-080]**
2. Consider approving the amendment to Agreement Number 20-144 with Armona Community Services District and Aspire Homes California Incorporated for the Tract 756 Phase 5 Subdivision Improvement project. **[Agmt 20-144.1]**
3. Consider accepting the Final Map for Tract 756 Armona North Phase 5.

E. Administration:

1. Consider adopting a Resolution approving the financing and the issuance of the loan by the California Public Finance Authority for Centro De Salud De La Comunidad De San Ysidro, Incorporated. **[Reso 21-047]**

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



V.

REGULAR AGENDA ITEMS

A. Fire Department – William Lynch

1. Consider approving the Agreement with the City of Corcoran for fire services, retroactively effective July 1, 2021 to June 30, 2026. **[Agmt 21-081]**

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

B. Probation Department – Kelly Vernon

1. Consider adopting a Resolution designating July 18-24, 2021 as Probation Services Week. **[Reso 21-048]**

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

C. Public Health Department – Edward Hill

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.

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 Fagundes stated that he was at the central coast for the 4th of July Holiday and attended the Lation Lions dinner fundraiser on July 12, 2021.

Supervisor Neves stated that he attended the Kings Waste & Recycling Authority meeting, completed announcing the Lemoore Little League games, attended Alda Silva's retirement events, announced at the Lemoore Raceway, worked the Lemoore Senior Center fireworks sales booth, participated in the Rethink Homeless webinar, attended the CalVans meeting and stated that Denver Eddings legend from 41 Café has passed away.

Supervisor Valle stated that Senator Padilla submitted the Kettleman City Pedestrian Bridge project request for \$2 Million and he thanked everyone who worked on the getting this project moving forward. He stated that the City of Corcoran's Veterans Memorial project has funding to move forward but is stalled due to the City of Corcoran budget issues for the park upgrades and stated that a new local store opened, JC Meat Company and recommends everyone to come shop there.

Supervisor Verboon stated that JC Meat Company opening in Corcoran is a good deal for Kings County, he attended the Jose Ramirez event in Fresno on July 2, 2021, attended the Kings County Housing Authority Special meeting, attended the San Joaquin Valley Water Infrastructure Authority meeting and he presented a plaque to Lee Burdick and thanked her for her service to Kings County.

♦ Board Correspondence: **None**

♦ Upcoming Events: **Larry Spikes stated that the Lemoore Volunteer Fire Department 100th Anniversary will be held on July 24, 2021 from 10:00 a.m. to 2:00 p.m. at Veteran's Park in Lemoore and will be a free family event. He stated that 22 State Veteran's groups, Enforcement & First Responders Suicide Awareness Ride will held from July 21, 2021 to August 8, 2021 with a meeting at Hanford Civic Auditorium on July 21, 2021 at 7:30 a.m. Supervisor Verboon stated that the City of Hanford will hold their 130 year Anniversary of Incorporation with events in downtown Hanford on July 30-31, 2021.**



- ♦ Information on Future Agenda Items: **Larry Spikes stated that the following items would be on a future agenda:** Administration – Covid-19 update, Administration & County Counsel – Redistricting First Public Hearing, Administration – Kettleman Hills Waste Facility Quarterly Report, Agriculture– Agreement with the CA Dept. of Food & Ag. For Organic Program Inspection Activities, Behavioral Health – Agreement with Kings View for Narcotic Treatment Program Services, Human Resources – MOU between the County and Deputy Sheriff Association (DSA) and Out of State Travel for NEOGOV Conference, Human Services Agency – Agreement with the KC Commission on Aging Council as an Assister with the Medi-Cal Health Enrollment Navigators Project, MOU with Valley Regional Counties – Mutual Aid Plan Protocol for Post-Disaster Support and Services Accommodation for the CalFresh Programs, Health Department– MOU between Kings County Children & Families Commission and County of Kings for Staffing and Administrative Services, Job Training Office – Request to adjust classification & pay for the Economic Development Manager position in JTO, and Workforce Innovation & Opportunity Act Master Subgrant FY 21/23, Administration – Updated SB 81 Juvenile Contract, Behavioral Health – Agreement with Aegis Treatment Centers LLC for Outpatient Narcotic Treatment Program Services, Agreement for Telepsychiatrist and Medical Director with Arie Whisenhunt, Agreement with Plumlee’s Board and Care for residential care services, Agreement with Bay Area Addiction Research & Treatment (BAART) Programs for Narcotic Treatment Program Services and Fire – Corcoran District Hospital Grant.

VII.

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 Administrative Officer
- ♦ **Personnel Matter:** [Govt. Code Section 54957]
Public Employee Appointment: County Counsel
- ♦ **Conference with Labor Negotiator/Meet and Confer:** [Govt. Code Section 54957.6]
Negotiators: Larry Spikes, Kyria Martinez, Henie Ring, Che Johnson of Liebert Cassidy Whitmore
 - General –CLOCEA
 - Supervisors – CLOCEA
 - Blue Collar –SEIU
 - Probation Officer’s Association
 - Management
 - Firefighter’s Association
 - Detention’s Deputy Association
 - Prosecutor’s Association
 - Deputy Sheriff’s Association
 - Unrepresented Management

REPORT OUT: Lee Burdick, County Counsel stated that she did not anticipate any reportable action being taken in closed session today.



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

IX. ADJOURNMENT

The next regularly scheduled meeting will be held on Tuesday, July 20, 2021, at 9:00 a.m.

<i>FUTURE MEETINGS AND EVENTS</i>		
July 19	9:00 AM	Annual Board of Equalization Regular Meeting
July 20	9:00 AM	Regular Meeting
July 27	9:00 AM	Regular Meeting
August 3	9:00 AM	Regular Meeting
August 9	9:00 AM	Board of Equalization Regular Meeting
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 20, 2021

SUBMITTED BY: Agriculture Department – Jimmy Hook/Steve Schweizer

SUBJECT: AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR ORGANIC PROGRAM INSPECTION ACTIVITIES

SUMMARY:

Overview:

The Agricultural Commissioner-Sealer, through a cooperative agreement with the California Department of Food and Agriculture, will conduct inspection activities on organic producers and establishments.

Recommendation:

Approve the Cooperative Agreement with the California Department of Food and Agriculture for the County's Organic Inspection Program, retroactively effective from July 1, 2021 to June 30, 2022.

Fiscal Impact:

Revenues of \$3,220 for this program are included in the Fiscal Year 2021-2022 Recommended Budget, in Budget Unit 260000, Account 85043 (State Aid-Agriculture), and will offset the Department's expenses for providing the inspections under the agreement.

BACKGROUND:

The Agricultural Commissioner/Sealer, through Cooperative Agreement 21-0223-000-SA, will inspect producers and other establishments to ensure compliance with the California Organic Food and Farming Act. The program includes spot inspections, residue sampling, and complaint investigations. This program protects both the industry and the consumer by helping to assure produce labeled as organic meets the requirements of California Laws and Regulations. The term of this agreement is from July 1, 2021 through June 30, 2022.

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.

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

21-0223-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
COUNTY OF KINGS
2. The Agreement Term is: July 1, 2021 through June 30, 2022
3. The maximum amount of this Agreement is: \$3,220.00
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF KINGS

BY (*Authorized Signature*)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

680 N Campus Drive, Suite B, Hanford, CA 93230-3556

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will perform inspections according to the California Organic Food and Farming Act.

Project Title: Organic Inspections

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Jimmy Hook
Division/Branch:	Inspection Services / Inspection & Compliance	Organization:	COUNTY OF KINGS
Address:	2800 Gateway Oaks Drive, Suite 100	Address:	680 N Campus Drive, Suite B
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Hanford, CA 93230-3556
Phone:	916-597-7328	Phone:	559-852-2830
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	agstaff@co.kings.ca.us

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	
Division/Branch:	Inspection Services / Inspection & Compliance	Organization:	
Address:	2800 Gateway Oaks Drive, Suite 100	Address:	
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-597-7328	Phone:	
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:
Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☐ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.



State Organic Program (SOP) Cooperative Agreement 2021/2022 Scope of Work

REGISTRATION FEES

All organic registration applications (new, amended, and renewal) are approved by California Department of Food and Agriculture (CDFA) SOP staff. The county receives \$60, for each operation it assists with submitting an organic registration application to CDFA for approval.

SPOT INSPECTION PROGRAM

The county is paid \$225 for each spot inspection completed for producers, restaurants, handlers, processors, and retail stores. Additionally, the county will conduct spot inspections for registration purposes, as requested by CDFA SOP staff. Farmers' Market inspections are paid at the rate of \$75 for the initial visit and first organic participant inspected. An additional \$10 is paid for each additional organic participant inspected at that market. Farmers' Market inspections include certified and non-certified Farmers' Markets, and "swap meets."

SUPPLEMENTAL SPOT INSPECTION PROGRAM

When the need arises, supplemental inspections will be approved by CDFA SOP staff at the above spot inspection rates.

SURVEILLANCE RESIDUE (RANDOM/SPOT) SAMPLING PROGRAM

Surveillance Residue samples are randomly collected residue samples that are **NOT** part of an investigation. The county should collect these residue samples as part of its regular organic monitoring activities, to help ensure products do not contain unallowable substances. The county is paid flat rate of \$130 for each Surveillance Residue sample collected. **Counties must notify CDFA prior to submitting samples for residue testing.**

Additional Surveillance Residue samples beyond the total agreement number listed in the county's Fiscal Display, may be collected upon approval from CDFA staff. The county must contact CDFA and receive authorization prior to collecting any additional samples. The county will not be reimbursed for any unauthorized samples collected. **Exception:** If collecting a residue sample is critical, and CDFA staff are not available for approval (weekends/holidays and outside normal business hours), the county may collect the sample without prior approval. However, the county is still required to notify CDFA staff via voicemail or email. CDFA staff may also request the county to collect additional samples. Any additional Surveillance Residue sample collections are paid at the \$130 flat rate.

Please refer to the Fiscal Display for additional inspection, sampling, and reimbursement details.

COMPLAINT INVESTIGATIONS

County Organic Program staff are expected to conduct investigations, which includes preparing investigation documents such as final reports and summaries, as assigned by CDFA. The county will be reimbursed for each approved complaint investigation and residue sample(s), collected as part of an investigation. Complaint investigations, costs incurred as part of an investigation, and expenses incurred for residue samples collected as part of an investigation will be reimbursed at actual cost. Time spent preparing investigation documents may also be included as part of the investigation costs. Time and expenses must be itemized.

ADVERSE ACTION NOTICES

County staff **must** submit proposed adverse action notices for the SOP to CDFA for review and approval prior to issuing the notices.

Administrative civil penalties imposed by the county for violations of the California Organic Food and Farming Act shall conform to Administrative Civil Penalty Guidelines set forth in the California Code of Regulations and remain in the county imposing the penalty.

TRAINING

County Organic Program staff are expected to review the CDFA [SOP website](#) and attend training conducted by CDFA SOP staff.

County Organic Program staff are also required to complete the following National Organic Program (NOP) online training:

Required Training

1. [NOP Organic Training Website](#): Use the links and instructions under the **For Professionals Responsible for Organic Compliance** section to register on the Organic Integrity Learning Center and complete the following courses:
 - NOP-30: Fundamentals of an Inspection
 - NOP-090: Organic Dairy Compliance (Counties with organic dairy operations)
2. [Sound and Sensible](#) Website: *Exploring the Organic Option* Training Videos
 - [The Road to Organic Certification](#)
 - [What's the Organic Value Proposition? Video Series \(seven videos\)](#)

Optional/Recommended Training and Resources

1. [NOP Organic Training Website](#): Use the links and instructions under the **For Professionals Responsible for Organic Compliance** section to register on the Organic Integrity Learning Center and complete the following course:
 - NOP-070: Advanced Inspections: Investigations

2. [What is an Organic Systems Plan?](#)
3. [Tip Sheets on Organic Standards](#)

The county may use up to 50 percent of its **Estimated Investigation Costs**, as listed in the county's **Fiscal Display**, for approved or required organic program training. This may include organic program training that county staff provide to outside agencies. Training expenses without prior authorization by CDFA SOP staff will not be reimbursed.

County complaint investigation, inspection, sampling, and training **expenses must be itemized** on each invoice. The invoice must include applicable hours, rates, miles, and associated expenses; to receive payment or reimbursement for these expenses. Additionally, any expenses for residue samples collected as part of an investigation must include the name of the operation where the sample was collected and the number of samples.

DISBURSEMENT OF FUNDS

Pursuant to Chapter 10 of Division 17 (commencing with section 46000) of the California Food and Agricultural Code, CDFA will disburse funds to the county for costs incurred in the enforcement of the California Organic Food and Farming Act.

The county will receive payments as appropriate for the following functions:

- Helping operations complete new, amended, and renewal registration applications
- Spot inspections
- Soil and tissue residue sampling
- Complaint investigations
- Approved training and education activities

Disbursements will be made in two block payments: 1) For work completed from July 1 to December 31, 2021; and 2) for work completed from January 1 to June 30, 2022. Counties should submit final invoices for each block of work to CDFA in a timely manner.

The county should monitor its expenditures and contact CDFA immediately if it is at risk of exceeding the total Cooperative Agreement amount.

NOTE: CDFA cannot pay/reimburse the county for organic function activities without a signed (executed) Cooperative Agreement. The county should sign and return the Cooperative Agreement, to ensure payments for Organic Program function activities.

Procedures are outlined in the SOP Quality Systems Manual (QSM). For additional questions, please contact the CDFA SOP.

Kings Fiscal Display FY 2021/2022

At the discretion of the county, these inspections can be any combination of producer, handler, retailer, farmer's market, or restaurant. **Uncertified operations shall be inspected prior to any certified operations.**

Spot (Random) Inspection Assignments

Amount		Rate	Total
<u>4</u>	@	<u>\$225.00</u>	<u>\$900.00</u>

Farmers Market

Amount		1 st Organic Participant		Estimated Additional Organic Participants		Total
<u>2</u>	@	<u>\$75.00</u>	+	<u>6</u>	@ <u>\$10.00</u>	<u>\$210.00</u>

Estimated Assisted Registrations

Amount		Rate	Total
<u>5</u>	@	<u>\$60.00</u>	<u>\$300.00</u>

Surveillance Residue (Random) Sampling Costs (Not part of an investigation)

Amount		Rate	Total
<u>7</u>	@	<u>\$130.00</u>	<u>\$910.00</u>

Estimated Investigation Costs

(Includes costs for residue samples taken as part of an investigation)

Total
<u>\$900.00</u>

Total for 2021/2022	<u>\$3,220.00</u>
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COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 20, 2021

SUBMITTED BY: Behavioral Health –Lisa Lewis/UnChong Parry
SUBJECT: AGREEMENT WITH KINGS VIEW FOR NARCOTIC TREATMENT
PROGRAM SERVICES
SUMMARY:

Overview:

Kings County Behavioral Health (KCBH) is seeking approval of an agreement with Kings View for Narcotic Treatment Program (NTP) Services.

Recommendation:

Approve an Agreement with Kings View for Narcotic Treatment Program Services, retroactively effective from December 1, 2020 to June 30, 2023.

Fiscal Impact:

There is no impact to the County General Fund. This fee-for-service agreement includes various services charged at varying rates set under California Code of Regulations, title 22, section 51516.1, which are outlined in Exhibit B of the agreement. Expenses under this agreement and sufficient revenue for expenses were included in the Department's Fiscal Year (FY) 2020-2021 Adopted Budget, in Budget Unit 422100 (Alcohol and Other Drug (AOD) Program Admin.).

BACKGROUND:

Narcotic Treatment Programs (NTP-Level 1) are medically necessary services that are provided in accordance with an individualized treatment plan determined by a licensed physician, and approved and authorized according to the State of California requirements. Narcotic Treatment Providers are required to offer and prescribe medications to persons who are opiate-addicted and have a substance use disorder (SUD) diagnoses, which are covered services under the Drug Medi-Cal (DMC) services agreement with the Department of Health Care Services (DHCS).

(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 WITH KINGS VIEW FOR NARCOTIC TREATMENT PROGRAM SERVICES

July 20, 2021

Page 2 of 2

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

Through this agreement, Kings View will provide NTP services to all Medi-Cal eligible Kings County residents who are in need of service as determined by a licensed physician. Kings View will commence the services in this newly formed contract as of December 1, 2020, and the services will be provided through the Tulare clinic.

Under this agreement, KCBH provides oversight of the program services to comply with Federal, State, and County contract guidelines. Program oversight is also designed to meet countywide needs and State mandates. Kings View will provide detailed information of the services they provide for Kings County residents, the monthly service invoices, and all required fiscal reports.

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

Agreement No. _____

**COUNTY OF KINGS
AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2021, by and between the County of Kings, a political subdivision of the State of California ("County") and Kings View, a California corporation ("Contractor") (collectively the "Parties").

R E C I T A L S

WHEREAS, County requires the services of Narcotic Treatment Providers ("NTPs") and Opioid Treatment Providers ("OTPs") to treat beneficiaries.

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

NOW, THEREFORE, the parties mutually 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 his ability, experience and talent, faithfully, industriously and professionally perform the work set forth in **Exhibit A** to County's reasonable satisfaction. County's acceptance of Contractor's work does not constitute a release of Contractor from his professional responsibility.

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

3. COMPENSATION

Consultant 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 B**.

Payment for service provided under this Agreement is limited to the maximum amount of fee for services set forth in **Exhibit B**.

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

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

4. TERM

This Agreement commences on **December 1, 2020** and terminates on **June 30, 2023**, unless otherwise terminated in accordance with its terms. The Parties acknowledge this Agreement has retroactive application to December 1, 2020. The Parties may extend the term of this Agreement by one (1) year upon mutual consent in writing.

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.

The County shall be the custodian of medical records. Contractor shall access medical records using the County's electronic health records system.

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 5% of the original line item amount must be approved by the Director of the Kings County Behavioral Health ("KCBH") 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 under this section 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 shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, County may terminate this Agreement effective immediately.

B. With Cause. This Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

Alternatively, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

If the nature of the breach is such that it cannot be cured within a ten (10) day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default and a date certain for completion. If the non-defaulting party consents to that proposal in writing, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time specified, the non-defaulting party may terminate upon written notice specifying the date of termination.

C. Effects of Termination. Termination of this Agreement shall not terminate any obligations of any liability to County for damages sustained by County because of any breach of contract by Contractor, nor to indemnify, to maintain and make available any records pertaining to this Agreement, to cooperate with any audit, to be subject to offset, or to 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 constitute a waiver of any breach of this Agreement or any default, which may then exist, 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. Without limiting County's right to obtain indemnification from Contractor

or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide an Endorsed Additional Insured page from Contractor's Insurance Carrier guaranteeing such coverage to County. Such page shall be mailed as set forth under the Notice Section of this Agreement prior to the execution of this Agreement. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such event.

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. County and its officers, employees and agents shall be endorsed to above policies as additional insured, 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.

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 for property damages not less than One Hundred Thousand Dollars (\$100,000), 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. The policy shall be endorsed to waive the insurer's subrogation rights against 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.

County will accept a claims made policy under the following circumstances: any retroactive date must be shown and must be dated before the commencement of this Agreement, the policy must be kept in full force and effect or Contractor may provide tail coverage or extended reporting coverage with a retroactive dates to cover any time gaps for five (5) years after the termination of this Agreement or any extension of this Agreement.

B. 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 County's Risk Manager.

C. Each of the above required policies shall be endorsed to provide County with

thirty (30) days prior written notice of cancellation. 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 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 by reason 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 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 Assurances and Certifications attached as **Exhibit C**.

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

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

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, Section 12 Confidentiality, Section 13 Conflict of Interest, Section 14 Nondiscrimination, and Section 24 ADA Compliance.

16. ASSIGNMENT

Contractor shall include the following provisions in any and all agreements between Contractor and any subcontractors: Section 5 Records and Inspections, Section 8 Insurance, Section 9 Indemnification, Section 11 Compliance with Law, Section 12 Confidentiality, Section 13 Conflict of Interest, Section 14 Nondiscrimination, and Section 24 ADA Compliance.

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, overnight carrier, or by prepaid first-class mail addressed as follows:

County

Kings County Behavioral Health
460 Kings County Dr., Suite 101
Hanford, CA 93230

Contractor

Kings View
7170 Financial Drive
Fresno, CA 93637

If notice is given by: a) personal delivery, it is effective as of the date of personal delivery; b) overnight carrier, it is effective as of the date of delivery; c) 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, Section 11 Compliance with Law 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.

///

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. CULTURALLY AND LINGUISTICALLY APPROPRIATE SERVICES STANDARDS

To ensure equal access to quality care by diverse populations, Contractor shall adopt and implement the federal Office of Minority Health national Culturally and Linguistically Appropriate Standards ("CLAS"), and will be demonstrated through policies, training and cultural competency plans its efforts address the CLAS requirements.

27. 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.

28. 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.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES ARE ON FOLLOWING PAGE**

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

COUNTY OF KINGS

KINGS VIEW

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

DocuSigned by:
Amanda Nugent Divine
A04F817F73014D6...
By: _____
Amanda N. Divine, CEO

ATTEST

By: _____
Catherine Venturella, Clerk of the Board

APPROVED AS TO ENDORSEMENTS RECEIVED

By: *Sande Huddleston*
Sande Huddleston, Risk Manager

APPROVED AS TO FORM
Lee Burdick, County Counsel

By: *Cindy Glose Kliever* 06/01/2021
Cindy Glose Kliever, Deputy County Counsel

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Compensation/Budget

Exhibit C: Assurances and Certifications

Exhibit D: BAA/HIPAA

Exhibit E: Kings County ADA Grievances Procedures

Exhibit A

SCOPE OF SERVICES (NTP/OTP) DECEMBER 1, 2020 - JUNE 30, 2023

Services Provided

A. Opioid Treatment Program (OTP) Level 1: Medically necessary services shall be provided in accordance with an individualized treatment plan determined by a licensed physician and approved and authorized according to the State of California requirements. Narcotic Treatment Providers (NTPs)/Opioid Treatment Providers (OTPs) are required to offer and prescribe medications to patients covered under the Drug Medi-Cal - Organized Delivery System (DMC-ODS) formulary including Methadone, Buprenorphine, Naloxone and Disulfiram.

B. The components of NTP/ OTP services provided by Contractor shall include the following services:

1. Intake: The process of determining that a beneficiary meets the medical necessity criteria and a beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders, the diagnosis of substance use disorders, and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
2. Individual and Group Counseling: Contacts between a beneficiary and a therapist or counselor.
3. Patient Education: Provide research based education on addiction, treatment, recovery, and associated health risks.
4. Family Therapy: The effects of addiction are far-reaching and patient's family members and loved ones are also affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery, as well as their own recovery, can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.
5. Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or

Exhibit A

results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

6. Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

7. Crisis Intervention Service: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

8. Treatment Planning: Contractor shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed within the regulatory timeframe then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan.

9. Medical Psychotherapy: Type of counseling services consisting of a face-to-face discussion conducted by the Medical Director of the NTP / OTP on a one-on-one basis with the patient. Discharge Services: The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/ or the linkage of the individual to essential community treatment, housing, and human services.

10. Case Management: Service to assist beneficiaries in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Case management can be face-to-face or over the telephone and shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and California law. The components of case management include:

- a) Comprehensive assessment and periodic reassessment of individual needs to determine the need for the continuation of case management;
- b) Transition to a higher or lower level of SUD care;
- c) Development and periodic revision of a client plan that includes service activities;
- d) Communication, coordination, referral, and related activities;

Exhibit A

- e) Monitoring service delivery to ensure beneficiary access to service and the service delivery system;
- f) Monitoring the beneficiary's progress ; and
- g) Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services.

11. Physician Consultation: Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with DMC-ODS beneficiaries; rather, they are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific DMC-ODS beneficiaries, and to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.

12. **Recovery Services** -Contractor shall comply with the following Contractor specific recovery services requirements:

- a) The Contractor shall offer DMC-ODS beneficiaries SUD recovery services, when a Medical Director or LPHA has determined that recovery services are medically necessary and after the DMC-ODS beneficiary has been discharged from SUD treatment services.
 - (i) Recovery services shall be made available to DMC-ODS beneficiaries in accordance with their individualized treatment plan.
 - (ii) The Contractor shall not provide a DMC-ODS beneficiary with recovery services while the DMC-ODS beneficiary is receiving SUD treatment services.
- b) The components of recovery services shall include:
 - (i) Outpatient individual or group counseling (relapse prevention).
 - (ii) Recovery monitoring/ coaching (via telephone or the internet).
 - (iii) Peer-to-peer assistance.
 - (iv) Care coordination to services to education services, life skills, employment services, and job training.

Exhibit A

c) Care coordination to child care, child development and support services, and marriage/ family counseling. Care coordination to housing assistance, transportation, case management, and individual service coordination.

C. Dosing

1. Courtesy Dosing

a) Contractor may provide replacement narcotic therapy to visiting beneficiaries approved to receive services on a temporary basis (less than 30 days) in accordance with Title 9, Section 10295. Prior to providing replacement narcotic therapy to a visiting beneficiary, Contractor must comply with Title 9, Section 102 IO (d).

b) COUNTY shall accept, and reimburse, a claim from Contractor that pays another NTP/ OTP for providing courtesy dosing (Dosing NTP/ OTP) to a beneficiary. The COUNTY shall use the reimbursement rate established in Exhibit B.

2. NTP/ OTP Courtesy Dosing Documentation Requirements

a) Contractor shall maintain documentation of the referral, and treatment by a Dosing NTP/ OTP, in the beneficiary medical record for each day of courtesy dosing. Contractor shall maintain a record of the invoice and payment for the courtesy dosing for each claim submitted for reimbursement. The invoice shall include all information needed to complete a claim, including dates of service, type of service, and units of service.

b) If applicable, Contractor shall include entries on a cost report to capture the revenue and expenses related to courtesy dosing for the purpose of cost settlement.

3. Naltrexone Treatment Services.

a) For each beneficiary, all of the following shall apply:

(i) Contractor shall confirm and document that the beneficiary meets all of the following conditions:

(ii) Has a documented history of opiate addiction.

(iii) Is at least 18 years of age.

Exhibit A

(iv) Has been opiate free for a period of time to be determined by a physician based on the physician's clinical judgment. Contractor shall administer a body specimen test to confirm the opiate free status of the beneficiary.

(v) Is not pregnant and is discharged from the treatment if she becomes pregnant.

(vi) The physician shall certify the beneficiary's fitness for treatment based upon the beneficiary's physical examination, medical history, and laboratory results.

(vii) The physician shall advise the beneficiary of the overdose risk should the beneficiary return to opiate use while taking Naltrexone and the ineffectiveness of opiate pain relievers while on Naltrexone.

Section 2 - Assessments

1. Face-to-Face: Assessments shall be face-to-face and performed by qualified staffing. If the face-to-face assessment is provided by a certified counselor, the "face-to-face" interaction must take place, at minimum, between the certified counselor who has completed the assessment for the beneficiary and the Medical Director, licensed physician, or LPHA. This interaction also must be documented appropriately in the medical record to establish the determination of medical necessity for the beneficiary.

2. Re-Assessments: Re-assessments shall occur a minimum of every 90 days, unless there are significant changes warranting more frequent re-assessments. ASAM Level of Care data shall be

KINGS VIEW NTP SERVICES**Budget/Rates**

Contractor shall comply with 45 CFR 162.410(aX1) for any subpart that would be a covered health care provider if it were a separate legal entity. For purposes of this paragraph, a covered health care provider shall have the same definition as set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if Contractor is in compliance with federal regulations.

DMC-ODS Rates

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS	Perinatal Rate Per UOS
NTP - Methadone Dosing	Daily	\$14.20	\$15.29
NTP - Individual Counseling	10-min increment	\$16.65	\$23.84
NTP - Group Counseling	10-min increment	3.80	\$6.09
NTP - Buprenorphine 1	Daily	\$29.06	\$33.90
NTP - Buprenorphine-Naloxone Combo Product ²	Daily	\$ 30.82	\$35.66
NTP - Disulfiram 3	Daily	\$ 10.22	\$10.37
NTP - Naloxone 4 (2-pack Nasal Spray)	Dispensed as needed	\$144.66	\$144.66

1 - Buprenorphine: Average daily dose of 16 milligrams, sublingual tablets.

2 - Buprenorphine-Naloxone Combination

3 - Disulfiram: Average daily dose between 250 and 500 milligrams.

4 - Naloxone: One dose equal to 4 milligrams per 0.1 milliliter.

Exhibit C

ASSURANCES AND CERTIFICATIONS

Contractor agrees that programs and services receiving financial assistance from and through the Department of Health Care Services ("DHCS") or Kings County Behavioral Health will be administered in accordance with the Health and Safety Code Sections 11750 *et seq.* and any other applicable state or federal requirements, including civil rights.

A. Contractor certifies and agrees that:

1. A working transition plan for services to persons with disabilities exists and is in use as defined in Title 9, Section 10800, *et seq.* of the California Code of Regulations.
2. All products, reports, preliminary findings, or data assembled or compiled by Contractor under this Agreement becomes the property of the State. The State reserves the right to authorize others to use or reproduce such materials.
3. All announcements of events, such as public meetings, hearings, or training courses, shall include a statement of advance notice for accommodations for any disabled, deaf, or hearing impaired individual.
4. Limited English Proficiency ("LEP") - Contractor will take reasonable steps to ensure meaningful access to its programs, services, and information on the services the Contractor provides, free of charge. Additionally, the Contractor certifies that it has established and implemented as required by DHCS, policies and procedures for language assistance services that provide LEP persons with meaningful access, i.e. oral interpretation services, bilingual staff, telephone interpreter lines, written language services, community volunteers, etc.
5. Sexual contact shall be prohibited between participants/clients and the treatment/recovery program staff, including members to the Board of Directors. Service Providers shall include this policy prohibition as part of an overall clients' rights statement given to the client at admission and shall include a statement in each employee personnel file that notes that the employee has read and understood the sexual contact prohibition. This policy shall remain in effect for six (6) months after a client is discharged from treatment services.

Contractor further agrees to establish a complaint policy and procedure, which provides the following:

1. A procedure by which a person of any class of persons subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 11135, *et seq.* of the California Government Code, or Title 9, Section 10800, *et seq.* of the California Code of Regulations may individually or by a representative file a written complaint. The subject complaint will clearly state under which law the complaint is filed.

Exhibit C

2. A statement advising individuals that complaints may be filed with the County or the U.S. Department of Health and Human Services' Office for Civil Rights ("OCR").
3. A statement advising individuals that in cases where the complaint is filed initially with the OCR, the OCR may elect to investigate the complaint or request that the Civil Rights Officer for the County conduct the investigation.
4. Within the time limits procedurally imposed, the complainant shall be advised in writing as to the findings regarding the alleged complaint. In the same written notice, the complainant shall be advised that if he/she is not satisfied with the decision, an appeal may be filed with the U.S. Department of Health and Human Services' Office for Civil Rights.
5. Maintenance of records regarding:
 - (a) number of complaints filed;
 - (b) the nature of the complaint;
 - (c) the validity of the complaint; and
 - (d) corrective action taken.

Contractor shall adhere to the confidentiality of patient records as specified under State, Federal, and local laws, including, but not limited to, Title 45 of the Code of Federal Regulations, Parts 80 and 84, Title VI of the Civil Rights Act of 1964, and the privacy requirements of the "Privacy Rule" promulgated by the U.S. Department Health and Human Services at Title 45 of the Code of Federal Regulations, sections 160 through 164. Nothing in this paragraph shall preclude the parties from subsequently entering into a Business Associate Agreement if required by the Privacy Rule.

Drug-Free Workplace under Government Code Section 8355

Contractor agrees that all program contractors of services receiving funds from and through the DHCS will provide an alcohol/drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person or organization's workplace and specifying the actions that will be taken against employees for violations of said prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;

Exhibit C

- b. The person or organization's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs;
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. (Govt. Code § 8350 et seq.)

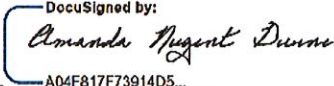
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Amanda N. Divine, CEO
Kings View

Exhibit D

HIPAA Business Associate Exhibit

I. Recitals.

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

B. The County of Kings ("County") wishes to, or may, disclose to Kings View, a California corporation ("Business Associate") certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.

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

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

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

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

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

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

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

Exhibit D

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

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

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

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

2) *Type of Services to be Provided by the Business Associate.* Business Associate will provide narcotic treatment and opioid treatment services. Said services are set forth in the Scope of Work, attached to the Agreement as **Exhibit A**.

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

1) Complying with all of the data system security precautions listed in

Exhibit D

the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit D

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

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

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

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

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

IV. **Obligations of County.**

County agrees to:

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

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

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

Exhibit D

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

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

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

A. Failure to detect or

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

VI. **Termination.**

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

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

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

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

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

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from

Exhibit D

County (or created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

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

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

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

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

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

Exhibit D

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

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

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

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

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

Exhibit D

Attachment 1

Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

H. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor

Exhibit D

release.

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

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

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

II. **System Security Controls.**

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

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

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

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

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

Exhibit D

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

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

Exhibit D

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

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

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

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

Exhibit 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

Exhibit E

County of Kings 2016 ADA Self-Evaluation
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 60 calendar days after the alleged violation to:

Dominic Tybursk, 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:

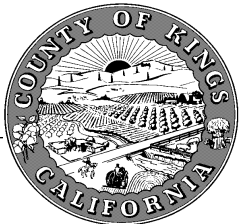
My complaint relates to circumstances that occurred:

- 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.)

2014-2-434 [99311]



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 20, 2021

SUBMITTED BY: County Counsel –Carrie R. Woolley

SUBJECT: AGREEMENT WITH LOZANO SMITH FOR OUTSIDE LEGAL SERVICES

SUMMARY:

Overview:

The County Counsel position is currently vacant. To bridge the gap while the County recruits for a new County Counsel, staff propose the Board enter into an agreement with Lozano Smith for legal services.

Recommendation:

Approve the agreement with Lozano Smith for outside legal services.

Fiscal Impact:

Services will be billed on an as-needed basis at \$250 per hour for attorney services and \$155 per hour for paralegal or law clerk services.

BACKGROUND:

July 13, 2021, was the last day of the County's previous County Counsel. The County Counsel serves as general counsel for the County, its Board of Supervisors, and its constituent departments. As such, this position needs to be continuously filled by an attorney capable of advising the Board and County departments. The County released a recruitment for a new County Counsel, which will end on August 31, 2021. In the meantime, Lozano Smith will provide additional legal services to ensure the loss of the previous County Counsel does not result in any unnecessary delays. This agreement has been reviewed and approved by County Counsel.

BOARD ACTION:

APPROVED AS RECOMMENDED: _____ OTHER: _____

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

CATHERINE VENTURELLA, Clerk of the Board

By _____, Deputy.



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 14, 2021, between the COUNTY OF KINGS (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.
5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.


13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
County of Kings	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 07/14/2021



PROFESSIONAL RATE SCHEDULE
FOR COUNTY OF KINGS

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

All Attorneys	\$ 250 per hour
Paralegal / Law Clerk	\$ 155 per hour

Attorneys assigned to work with County of Kings will be:

James Sanchez
Wesley Carlson
James McCann
Scott Cross
Regina Garza
Jessica Mejorado

Any additions or substitution will be with written consent with the County of Kings.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 20, 2021

SUBMITTED BY: Human Resources – Henie Ring
SUBJECT: OUT-OF-STATE TRAVEL REQUEST
SUMMARY:

Overview:

The County purchased the NEOGOV system in March of 2007 in order to better automate the recruitment and applicant tracking process. Currently, all requisitions and applications for County positions are received online using the system, and the recruitment process is fully managed using the system. Human Resources (HR) staff, as well as other departments, initiate, track, and finalize all recruitment activity utilizing this system. The Human Resources Department is requesting approval for Personnel Technicians Jessica Cervantes and Eva Perez to attend the NEOGOV Annual User Conference from October 5-7, 2021 in Las Vegas, Nevada.

Recommendation:

Approve out-of-state travel for Personnel Technicians Jessica Cervantes and Eva Perez to attend the NEOGOV Annual User Conference in Las Vegas, Nevada from October 5-7, 2021.

Fiscal Impact:

Expenses for the conference, including air fare, hotel, and other miscellaneous costs for the two employees are estimated at approximately \$3,500. Sufficient appropriations for travel and registration have been accounted for in the Department's Fiscal Year (FY) 2021-2022 Recommended Budget (Budget Unit 140000).

BACKGROUND:

The NEOGOV Annual Conference is only held in Las Vegas, and is the most effective source for training and development of expertise in the use of the NEOGOV software system. The only other alternative is to have

(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

OUT-OF-STATE TRAVEL REQUEST

July 20, 2021

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training in a hands-on environment onsite, which is estimated to be more than twice the cost of attending the conference. Recruitment activity has been steadily increasing over recent fiscal years. In FY 2020-2021, Human Resources processed 711 requisitions, opened 187 different recruitments, and processed 6,622 applications and associated attachments.

Human Resources continues to work with departments to increase its ability to respond to the department's needs. NEOGOV continuously upgrades their systems, offering more tools and procedures to increase efficiencies. Many of those capabilities in the NEOGOV system are best accessed and understood through a formal training process. Additionally, this conference provides access to product experts and networking and collaborative opportunities that provide fresh ideas and new available data.

Currently, the County uses the NEOGOV system for recruitment and applicant tracking only; however, the Department is recommending the expansion of these services to include the entire Talent Management system. If adopted, this system would include several more modules that staff will need to learn, implement and train department users on the use of these modules. By attending this conference, HR staff will be better prepared to serve the County in meeting its recruitment needs more efficiently and effectively, as well as better prepare the Department for the possible implementation of the expansion of modules offered in the Talent Management system.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 20, 2021

SUBMITTED BY: Human Services Agency – Sanja Bugay/Maria Rodriguez-Lopez

SUBJECT: DISASTER CALFRESH PROGRAM MEMORANDUM OF UNDERSTANDING
VALLEY REGIONAL COUNTIES – MUTUAL AID PLAN PROTOCOL FOR
POST-DISASTER SUPPORT AND SERVICES ACCOMMODATION

SUMMARY:

Overview:

The County of Kings is renewing the memorandum of understanding (MOU) between Valley Regional Counties, which is comprised of the counties of Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Stanislaus, and Tulare. The intent is to provide mutual aid assistance to participating partner county human services agencies to support their ability to maintain services in times of disaster or other emergencies. Establishing mutual aid agreements is a continued requirement for CalFresh program providers.

Recommendation:

Approve the Memorandum of Understanding with Valley Regional Counties – Mutual Aid Plan Protocol for Post-Disaster Support and Services Accommodation for the CalFresh program.

Fiscal Impact:

There is no impact to the General Fund, as there are no additional departmental costs associated with this mutual aid agreement.

BACKGROUND:

CalFresh is a federally funded program that supplements a low-income family's food budget in order to ensure they are getting adequate nutrition. Participants must meet federal income eligibility rules and want to add to their budget to put healthy and nutritious food on the table. In order to continue to be able to provide services to

(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

DISASTER CALFRESH PROGRAM MEMORANDUM OF UNDERSTANDING VALLEY REGIONAL COUNTIES – MUTUAL AID PLAN PROTOCOL FOR POST-DISASTER SUPPORT AND SERVICES ACCOMMODATION

July 20, 2021

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program recipients during an emergency, the California Department of Social Services (CDSS) issued an All County Welfare Directors Letter dated May 3, 2018, which instructs counties of the all state Disaster CalFresh (D-CalFresh) requirements. The program requirements became effective January 1, 2018, under the provisions of Assembly Bill (AB) 607 (Chapter 501, Statutes of 2017). The AB 607 legislation is also known as the Community Resiliency and Disaster Preparedness Act of 2017. In accordance with Welfare and Institutions Code Section 18917(a)(2), all counties are required to submit a D-CalFresh plan to CDSS annually. The plan is intended to guide CalFresh emergency response efforts in the event of a natural or man-made disaster.

Each D-CalFresh plan shall include the identification of a mutual aid region consisting of two or more counties. The plan must list all cooperating counties that make up the mutual aid region, as well as detailing the level of support that will be provided by, and to, each cooperating county in the event of a disaster. Representatives of the California Welfare Directors Association Valley Counties CalFresh program, of which Kings County is a member, convened and created an MOU in 2018 to voluntarily provide support to a disaster-affected county upon request. The plan allows the assisting county to provide up to fourteen calendar days of mutual aid to other MOU participants. MOU #18-096 was approved by the Board on October 2, 2018 and shall terminate on October 31, 2021. The updated term of the MOU is effective upon the date signed by each county's Board of Supervisors and shall terminate on October 31, 2024, unless extended for an additional twelve month period by all parties. Once all involved county Board of Supervisors sign the MOU, a copy of the combined documents will be made for each county.

This memorandum of understanding was reviewed and approved by County Counsel as to form.

**DISASTER CALFRESH PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)
VALLEY REGIONAL COUNTIES – MUTUAL AID PLAN
PROTOCOL FOR POST-DISASTER SUPPORT/SERVICES ACCOMMODATION**

This Memorandum of Understanding (MOU) is made and entered into by and between the Counties of Fresno, Kern, Kings, Madera, Mariposa, Merced, San Joaquin, San Luis Obispo, Stanislaus, and Tulare (referred to collectively as “Mutual Aid Counties”).

1. Purpose

The purpose of the Valley Regional Counties of Human Services Mutual Aid Plan is to support partner county human services agencies and their ability to maintain services in times of disaster or other emergencies.

Participating counties in this MOU listed alphabetically:

- Fresno
- Kern
- Kings
- Madera
- Mariposa
- Merced
- San Joaquin
- San Luis Obispo
- Stanislaus
- Tulare

2. General Policy

The general policy provides that:

- Each county is responsible for the training of its personnel in the implementation of this plan.
- Use of this plan is voluntary.

Mutual aid between counties will be for a specific, agreed upon period of time for each emergency response related to operating a Disaster CalFresh Program. Counties agree to provide up to fourteen (14) calendar days of mutual aid. The requesting Welfare Director, or designee, may make special arrangements with the providing Welfare Director to continue duty assignments of a mutual aid person for more than fourteen (14) calendar days.

This MOU does not prevent the Disaster County from seeking assistance from another Mutual Aid County outside of this agreement.

3. Term

This MOU shall become effective upon the date signed by each County's Board of Supervisors, or designee, and shall terminate on October 31, 2024. This MOU may be extended for one additional twelve month period upon the written approval of all parties no later than thirty (30) days prior to expiration.

4. Termination

A County's participation in this MOU may be terminated at any time by the County, or its Welfare Director or designee, upon giving thirty (30) days advance written notice of an intent to terminate to the other parties. The termination of a County's participation in this MOU will not terminate this MOU as it relates to the remaining parties. This MOU may be terminated upon the written agreement of all parties.

5. Definitions

- a. **"Mutual Aid Counties"** means the counties that have entered into this MOU to provide post-disaster recovery support in the event of a catastrophic disaster – either natural or man-caused.
- b. **"Disaster Mutual Aid County"** means the county is need of post-disaster support assistance/services due to a catastrophic disaster. This county may also be referred to as the Disaster County.
- c. **"Supporting Mutual Aid County"** means the county providing the post-disaster support assistance/services to a Disaster County. This county may also be referred to as the Supporting County.
- d. **"Disaster CalFresh (D-CalFresh)"** in California and Disaster Supplemental Nutrition Assistance Program (D-SNAP) means the Federal post-disaster food assistance program. The program is authorized by the Food Stamp Act of 1977, as amended, and the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, administered by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS).
- e. **"EBT"** means the electronic benefits transfer system, which is the electronic issuance of CalFresh and/or cash benefits to eligible households.
- f. **"CalFresh Program benefit issuance services"** means any CalFresh/SNAP benefit issuance disaster assistance program which the county is obligated to initiate/implement during the aftermath of a disaster occurrence within the county's jurisdiction.
- g. **"Catastrophic Disaster"** means a Presidential Declaration for Individual Assistance has been declared in the affected area.

6. Responsibilities of the Mutual Aid Counties

6.1. The Mutual Aid Counties (MAC) shall have the following shared responsibilities:

- a. To immediately notify the other Mutual Aid County of any changes to the post-disaster cross-county support activities/services that are set forth in this MOU. Amendments to this MOU will only be effective when agreed to in writing by all of the parties.
- b. Establish the rules for invoking the protocol for post-disaster support accommodation as agreed upon in this MOU.
- c. Establish disaster security profiles to enable their designated disaster employees to process the Mutual Aid County's disaster applications.
- d. To notify the other mutual aid counties of any changes to Key County Contacts set forth in Exhibit A, attached hereto and by this reference incorporated herein. It is understood that the contents of Exhibit A will change over time.

6.2 The Disaster County shall be responsible to invoke the protocol of the Mutual Aid County post-disaster support/services accommodation process and:

- a. Obtain approval for waivers of program policies that are specific to that catastrophic disaster event from the appropriate Federal oversight agencies to include the Mutual Aid County providing recovery services to the Disaster County under this MOU.
- b. Create all public statement templates, which the Disaster County will be asking the Supporting County to disseminate to the various broadcasting and news print media in the Supporting County's jurisdiction. Standard public statement templates shall include:
 - i. The location of the disaster processing sites and the capacity of computers/workstations,
 - ii. The dates and times when the disaster processing sites will be operating,
 - iii. The required documents needed to apply for the disaster assistance programs, and
 - iv. The various methods of applying for the disaster assistance programs.

6.3 If possible, the Supporting County shall:

- a. Be responsible to act upon the Disaster County's request to implement the Mutual Aid County protocol for disaster support/services accommodation process along with other responsibilities as soon as administratively feasible, but no greater than forty-eight (48) hours after receipt of the request.

- b. In the event the Supporting County is unable to comply with any of the post-disaster support/services that are negotiated in the MOU, the Supporting County shall immediately inform the Disaster County of its inability to comply with the specific terms of the MOU.
 - c. The Mutual Aid Counties agree that there will be no financial penalty upon that Supporting County's inability to comply with the specific post-disaster support / services requested in this MOU.
- 6.4 The Disaster County acknowledges it shall be liable for all errors and overpayments made by the Supporting County, and no claims or request for financial restitution shall be made against the Supporting County.
- 6.5 The Disaster County will be responsible for submitting all required Federal, State or local reports to the appropriate agency or agencies.
- 6.6 The Disaster County will be responsible for its own settlement and reconciliation.
- 6.7 Each Mutual Aid County acknowledges it shall be liable for bodily or personal injury or death of any person, or loss of any property arising out of actions or inactions taken by its own officer, agents, or employees.

7. Rules of Invoking the Protocol for Post-Disaster Support/Services Accommodation

- 7.1. In the event of a catastrophic disaster, the Mutual Aid Counties shall follow the rules of invoking the protocol for post-disaster support/services accommodation which are:
- a. Disaster County will submit a request for Disaster CalFresh Program (D-CalFresh) implementation.
 - b. Upon authorization from the USDA-FNS to implement a D-CalFresh Program, the Disaster County will conduct a full evaluation on the extent of damages from the catastrophic disaster to assess the scope of assistance that will be needed from the Supporting Mutual Aid Counties.
 - c. As soon as administrative feasible, the Disaster County notify the Supporting Mutual Aid County by telephone, fax or email when post-disaster support services or assistance are needed from the Supporting Mutual Counties:
 - i. The level of communication will be between the head or designee of the agency overseeing the county's Disaster CalFresh Program and the head or designee(s) of the Supporting Mutual Aid County overseeing the county's CalFresh Program, with additional communications being conducted between the appropriate county personnel who will have to implement the agreed upon services as stated in this MOU. D-CalFresh Program Mutual Aid County Contact information is set forth in Exhibit A to this MOU;

- ii. The initial communication shall include the county's analysis of the devastation, to the extent known the type of assistance support/services the Disaster County is requesting from the Supporting County, and the estimated time period the assistance support is needed. As conditions change, the Disaster County can submit modified requests for assistance;
- iii. This initial communication will allow the Mutual Aid Counties to internally prepare personnel for the additional support/services.

7.2. The Supporting County, may provide the following post-disaster support services/activities as needed by the Disaster County.

- a. Assistance with locating and securing lodging or shelter for Disaster County employees;
- b. Assistance with locating and procuring meals for Disaster County employees;
- c. Assistance with transportation or travel cost reimbursement;
- d. Technical Assistance which may include, but is not limited to assistance with consortia system, ebtEDGE/EBT functionality access, security and password changes, computer, laptop and connectivity assistance, and telephone and web access assistance;
- e. Up to ten (10) worksite locations which could be located at County district offices or local assistance centers;
- f. Personnel support – The Mutual Aid Counties agree the Disaster County shall be responsible to reimburse all associated costs for personnel support provided by Supporting County. Disaster County Personnel support services may include, but are not limited to, the following:
 - i. On-site support to assist at the disaster response centers in the Disaster County;
 - ii. All costs to transport, house and feed the personnel from the Supporting County in the Disaster County;
 - iii. Virtual support to assist with the processing of on-line applications, scanned applications/documents and/or EBT demographic and benefit authorization files:
 - a) The Supporting County, if feasible, will assist the Disaster County in processing its on-line or paper disaster applications.

- b) The Mutual Aid Counties agree the Supporting County shall transmit the demographic and benefit authorization files for all of the disaster applications that it processes to the Disaster County's EBT contractor.
 - c) Call Center Support – to assist with the processing of on-line applications, scanned applications/documents and/or EBT demographic and benefit authorization files, and will assist callers in the Disaster County with answering general questions about resources and D-CalFresh.
 - iv. The Supporting County is responsible to complete timesheets, provide receipts and other verifications and other required documents that are needed for the Disaster County to obtain FEMA reimbursement for the Mutual Aid County assistance.
- g. Technical support – The Mutual Aid Counties agree the Disaster County shall be responsible to reimburse all associated costs for the technical support provided by the Supporting County. Technical support services may include, but are not limited to, the following:
 - i. Lending of Personal computer (PC) software and/or hardware;
 - ii. Issuance of the Disaster County's disaster EBT cards;
 - iii. Issuance of the Disaster County's disaster CalFresh benefits;
 - iv. On-line or batch set-up and benefit authorization;
 - v. Creation of "special" security profiles for Mutual Aid Counties assignment to personnel (inquiry and update profiles).
 - vi. Training in how Supporting County assistance is to be delivered.

7.3 To the extent possible, the Mutual Aid Counties are to explore options of remote assistance to avoid travel to the disaster zones and exposure to potential harm. Remote assistance options may include:

- a. Processing faxed, scanned, mailed or emailed disaster applications,
- b. Using Skype or other forms telecommuting such as webinars and conference calls to interview or meet,
- c. Using Virtual Private Network accounts (VPN),
- d. Using www.mybenefitscalwin.org or www.C4Yourself.com and

- e. Working with the consortium to leverage technical capability when available for remote Mutual Aid County assistance.

7.4 Prior to the end of the assigned application period, the Mutual Aid counties shall jointly agree to an end date of the support activities.

IN WITNESS THEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed and attested by their proper offices thereunto duly authorized, as of the day and year written.

Dated: _____

County of Fresno

By: _____

Sal Quintero, Chairperson of the
Board of Supervisors of the
County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____

Deputy

Dated: _____

County of Kern

By: _____

[FIRST & LASTNAME], Chairperson of
the Board of Supervisors of the County of
Kern

Attest:

[NAME]
[TITLE]

By: _____

[TITLE]

Dated: _____

County of Kings

By: _____
Craig Pedersen, Chairperson of the Board of
Supervisors of the County of Kings

Attest:
Catherine Venturella
Clerk of Board of Supervisors

By: _____
[TITLE]

Dated: _____

County of Madera

By: _____

[FIRST & LASTNAME], Chairperson of
the Board of Supervisors of the County of
Madera

Attest:

[NAME]
[TITLE]

By: _____

[TITLE]

Dated: _____

County of Mariposa

By: _____

[FIRST & LASTNAME], Chairperson of
the Board of Supervisors of the County of
Mariposa

Attest:

[NAME]
[TITLE]

By: _____

[TITLE]

Dated: _____

County of Merced

By: _____

[FIRST & LASTNAME], Chairperson of
the Board of Supervisors of the County of
Merced

Attest:

[NAME]
[TITLE]

By: _____

[TITLE]

Dated: _____

County of San Joaquin

By: _____

[FIRST & LASTNAME], Chairperson of
the Board of Supervisors of the County of
San Joaquin

Attest:

[NAME]
[TITLE]

By: _____

[TITLE]

Dated: _____

County of San Luis Obispo

By: _____

[FIRST & LASTNAME], Chairperson of
the Board of Supervisors of the County of
San Luis Obispo

Attest:

[NAME]
[TITLE]

By: _____

[TITLE]

Dated: _____

County of Stanislaus

By: _____

[FIRST & LASTNAME], Chairperson of
the Board of Supervisors of the County of
Stanislaus

Attest:

[NAME]
[TITLE]

By: _____

[TITLE]

Dated: _____

County of Tulare

By: _____

[FIRST & LASTNAME], Chairperson of
the Board of Supervisors of the County of
Tulare

Attest:

[NAME]
[TITLE]

By: _____

[TITLE]

Exhibit A: Key County Contacts

Fresno County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Delfino Neira Director Mail Stop 109 PO Box 1912, Fresno, CA 93718-1912 (559) 600-2301 n/a dneira@fresnocountyca.gov	Linda Du'Chene Deputy Director Mail Stop 109A PO Box 1912, Fresno, CA 93718-1912 (559) 600-2875 n/a LDuchene@fresnocountyca.gov
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Cindy Cao Staff Analyst 205 W. Pontiac Way Clovis, CA 93612 (559) 600-5410 (559) 600-2300 ccao@fresnocountyca.gov	See Primary

Kern County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Martha Esparza Assistant Program Director 661-873-2823 esparzm@kerndhs.com	
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email		

Exhibit A: Key County Contacts

Kings County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Brandon Moreno Program Specialist 1400 W Lacey Blvd Bldg 8, Hanford, CA 93230 559-852-2232 Brandon.Moreno@co.kings.ca.us	Aime Hernandez Program Manager 1400 W Lacey Blvd Bldg 8 Hanford, CA 93230 559-852-4254 Aime.Hernandez@co.kings.ca.us
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Brandon Moreno Program Specialist 1400 W Lacey Blvd Bldg 8, Hanford, CA 93230 559-852-2232 Brandon.Moreno@co.kings.ca.us	Sanja K. Bugay Director 1400 W Lacey Blvd Bldg 12, Hanford, CA 93230 559-852-2200 Sanja.Bugay@co.kings.ca.us

Madera County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Carmen Noval-Martinez Program Manager PO BOX 569 Madera, CA 93639 559-675-2364 Carmen.noval@maderacounty.com	Steve Duckworth Deputy Director PO BOX 569 Madera, CA 93639 559-675-2374 Steve.duckworth@maderacounty.com
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Raeanne Jain Administrative Analyst PO BOX 569 Madera, CA 93639 559-675-7845 Raeanne.Jain@maderacounty.com	Deborah Martinez Director PO BOX Madera, CA 93639 559-675-7841 Deborah.Martinez@maderacounty.com

Exhibit A: Key County Contacts

Mariposa County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Launa Gann Program Manager 5362 Lemee Lane PO Box 99 Mariposa, CA 95338 (209)742-0913 (209)347-7030 lgann@mariposacounty.org	Alicia Finley Eligibility Specialist Supervisor 5362 Lemee Lane PO Box 99 Mariposa, CA 95338 (209)742-0843 (209)347-6033 afinley@mariposacounty.org
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Dumile Wilson Administrative Analyst I 5362 Lemee Lane, PO Box 99 Mariposa, CA 95338 209-742-0971 209-628-8173 dwilson@mariposacounty.org	Shannon Gadd Director 5362 Lemee Ln PO Box 99 Mariposa, CA 95338 (209)742-0892 (209)742-0961 sgadd@mariposacounty.org

Merced County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Lupe Cisneros Program Manager 2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341 (209) 385-3000 ext. 5301 Lcisneros@countyofmerced.com	Mary Ellen Arana Deputy Director 2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341 (209) 385-3000 ext. 5455 MaryEllen.Arana@countyofmerced.com
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Michelle Smith Staff Services Analyst 2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341 (209) 385-3000 ext. 5262 Michelle.Smith2@countyofmerced.com	Yvonnia Brown Director 2115 Wardrobe Ave P.O. Box 112 Merced, CA 95341 (209) 385-3000 ext. 5300 Yvonnia.Brown@countyofmerced.com

Exhibit A: Key County Contacts

San Joaquin County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Audrey Mathers Management Services Administrator San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202 (209) 468-1798 (209) 468-1000 amathers@sjgov.org	Melissa Mullin HSA Staff Analyst San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202 (209) 468-2043 (209) 468-1000 mmullin@sjgov.org
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Audrey Mathers Management Services Administrator San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202 (209) 468-1798 (209) 468-1000 amathers@sjgov.org	Chris Woods Director San Joaquin County Human Services Agency 102 S. San Joaquin St. Stockton, CA 95202 (209) 468-1157 (209) 468-1156 cwoods@sjgov.org

San Luis Obispo County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Robb Koch Program Manager 3433 South Higuera ST PO Box 8119 San Luis Obispo CA 93403 805-781-1895 805-471-9395 rkoch@co.slo.ca.us	Emma Caballero Program Review Specialist 3433 South Higuera ST PO Box 8119 San Luis Obispo CA 93403 805-781-1885 805-781-1800 ecaballero@co.slo.ca.us
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email		Devin Drake 3433 South Higuera ST PO Box 8119 San Luis Obispo CA 93403 805-781-1834 805-310-2747 ddrake@co.slo.ca.us

Exhibit A: Key County Contacts

Stanislaus County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Kathryn Harwell Director 251 E. Hackett Road Modesto, CA 95358 (209) 558-2500 (209) 558-2505 harwellK@stancounty.com	Deliah Vasquez StanWORKs Asst. Director 251 E. Hackett Road Modesto, CA 95358 (209) 558-2540 (209)558-2500 Vasquede@stancounty.com
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email		

Tulare County	Primary Contact	Back-up Contact
Name Title Address Desk Phone # Back-up # Email	Idalia Gonzalez CalFresh Program Specialist II 4031 W. Noble Ave, Visalia CA 93277 559-623-0142 559-972-4017 IGonzale@tularecounty.ca.gov	Anita Suarez Unit Manager- Change Management, Program Policy, and Training 4031 W. Noble Ave, Visalia CA 93277 559-623-0240 559- 731-8813 ASuarez@tularecounty.ca.gov
	MOU Contact	Director (if not already included)
Name Title Address Desk Phone # Back-up# Email	Vienna Barnes Human Services Deputy Director 5957 S. Mooney Blvd Visalia CA 93277 559-624-8073 559-690-0421 VBarnes@tularecounty.ca.gov	Anita Ortiz Human Services Director 5957 S. Mooney Blvd Visalia CA 93277 559-624-8087 559-624-8075 AOrtiz2@tularecounty.ca.gov



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 20, 2021

SUBMITTED BY: Job Training Office – Lance Lippincott

SUBJECT: WORKFORCE INNOVATION AND OPPORTUNITY ACT MASTER
SUBGRANT FISCAL YEAR 2021-2023

SUMMARY:

Overview:

This action would initiate a Master Subgrant to facilitate Workforce Innovation and Opportunity Act Title I funding for Kings County for the term April 1, 2021 through June 30, 2023. Funds are allocated annually, and have a two-year term to utilize.

Recommendation:

- a. Approve the Workforce Innovation and Opportunity Act Fiscal Year 2021-2023 Master Subgrant AA211010; and
- b. Authorize the Director of Economic and Workforce Development to enter into agreements necessary to carry out this Subgrant.

Fiscal Impact:

This Master Subgrant provides an allocation in Workforce Innovation and Opportunity Act (WIOA) Youth Funding of \$801,863, a reduction in funding of \$179,941 over the previous year. This funding was anticipated in the Fiscal Year 2021-2022 Proposed Budget in Budget Unit 574300. Funding for Adult and Dislocated Workers will be unilaterally modified into this Subgrant by the State, once those allocations are released.

BACKGROUND:

The Employment Development Department, Workforce Services Division of the State of California uses a Master Subgrant as the mechanism to provide Workforce Investment Act Funding to local areas. This document is a companion to Kings County's Local Workforce Development Plan, which was approved by the Board on March 21, 2017, and was subsequently approved by the California Workforce Development Board.

(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

WORKFORCE INNOVATION AND OPPORTUNITY ACT MASTER SUBGRANT FISCAL YEAR 2021-2023

July 20, 2021

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This Subgrant provides funding to serve eligible 18-24 year old Kings County youth. The Kings County Office of Education's Career Education Department contracts with the Job Training Office to provide paid work experience, academic counseling, leadership training, and other assistance to eligible youth seeking training and unsubsidized employment.

WIOA SUBGRANT AGREEMENT

KINGS COUNTY JOB TRAINING OFFICE

SUBGRANT NO: AA211010
 MODIFICATION NO: New
 SUBRECIPIENT CODE: KNG
 UNIQUE ENTITY NO: 124257929
 INDIRECT COST RATE:

PASS-THROUGH ENTITY:
 State of California
 Employment Development Dept.
 Central Office Workforce
 Services Division
 P.O.Box 826880, MIC 69
 Sacramento, CA 94280-0001

SUBRECIPIENT: KINGS COUNTY JOB
 TRAINING OFFICE
 124 N IRWIN ST
 HANFORD, CA 93230
 GOVERNMENTAL
 ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **KINGS COUNTY JOB TRAINING OFFICE**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
 General Provisions
 Youth Formula Rd 1

ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT INCREASE/DECREASE: TOTAL:	\$0.00 \$801,863.00 \$801,863.00
TERM OF AGREEMENT From: 4/1/2021 To: 6/30/2023	Terms of Exhibits are as designated on each exhibit	
PURPOSE: To initiate Program Year (PY) 2021-22 WIOA Subgrant and incorporate WIOA Youth formula funding under grant code 301. Term of these funds is from 04/01/2021 - 06/30/2023		
APPROVED FOR PASS-THROUGH ENTITY(EDD) (By Signature)	APPROVED FOR SUBRECIPIENT (By Signature)	
Name and Title JAIME GUTIERREZ CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION	Name and Title	
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein	This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance	
Signature of EDD Accounting Officer		

Budget item: 7100 Fund: 0869 Budgetary Attachment: No
 Chapter: Statute: 2021 FY: 21/22

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:AA211010
MODIFICATION NO:New

KINGS COUNTY JOB TRAINING
OFFICE

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA Formula				
96102 301 Youth Formula Rd 1 04/01/2021 to 06/30/2023 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$0.00	\$801,863.00	\$0.00	\$801,863.00
Total WIA/WIOA Formula	\$0.00	\$801,863.00	\$0.00	\$801,863.00
Grand Total:	\$0.00	\$801,863.00	\$0.00	\$801,863.00

NARRATIVE

SUBGRANT NO:AA211010
MODIFICATION NO: 0

SUBRECIPIENT:KINGS COUNTY JOB TRAINING OFFICE
FAIN NO: AA-36309-21-55-A-6
FEDERAL AWARD DATE: 6/11/2021
FUNDING SOURCE: Youth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2021 - 06/30/2023

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Area's new Program Year (PY) 2021-22 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this Local Area's entire Youth formula allocation for PY 2021-22. The term date for these funds is April 1, 2021 through June 30, 2023. FAIN AA-36309-21-55-A-6. The Local Area will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 826880, MIC 50, Sacramento, CA 94280-0001. NOTE: Requirement to Provide Certain Information in Public Communications (Steven's Amendment) Pursuant to Public Law 116-260, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state: 1. The percentage of the total costs of the program or project which will be financed with Federal money; 2. The dollar amount of Federal funds for the project or program; and 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIOA (2015)

WIOA SUBGRANT AGREEMENT

1. Compliance

In performance of this subgrant agreement, Subrecipient will fully comply with:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
- c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs.
- f. Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

2. Certifications, Assurances, Standards

Except as otherwise indicated, the Subrecipient agrees to comply with the certifications, assurances and standards set out in Exhibit A: Certifications and Assurances, Exhibit B: Intellectual Property Provisions and Exhibit C: Confidentiality Requirements. Failure to comply with all requirements of the certifications, assurances and standards may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subrecipient may be ineligible for award of future state subgrant agreements/contracts if the Pass-through Entity determines that any of the following has occurred:

- a. false information on the certifications, assurances and standards, or
- b. violation of the terms of the certifications, assurances and standards by failing to comply with the requirements noted in Exhibits A, B and C.

3. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

- a. This subgrant agreement is valid and enforceable only if
 - i. sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program, and
 - ii. sufficient funds are made available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.
- b. At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of

this subgrant agreement will be immediately remitted to the Pass-through Entity, and no longer available to the Subrecipient.

- c. The Pass-through Entity retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subrecipient is given prompt notice and the opportunity for an informal review of the Pass-through Entity's decision. The EDD Chief Deputy Director or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this subgrant agreement, or with WIOA or other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- d. If applicable, the chief elected official (CEO) of a unit of general local government designated as a Local Workforce Development Area shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds. If there is more than one unit of general local government in a local area, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds.

4. Insurance

- a. Except for city and county governmental entities, Subrecipients must provide the Pass-through Entity evidence of the coverage specified in paragraphs (i), (ii), (iii) and (iv) below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.
 - i. Subrecipient will obtain a fidelity bond in an amount of not less than _____, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subrecipient will immediately notify the Pass-through Entity. In the event the bond is canceled or revised, the Pass-through Entity will make no further disbursements until it is assured that adequate coverage has been obtained.
 - ii. Subrecipient will provide general liability insurance with a combined limit of \$1,000,000, or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
 - iii. Subrecipient will provide broad form automobile liability coverage with limits as set forth in (ii) above, which applies to both owned/leased and non-owned automobiles used by the Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
 - iv. Subrecipient will provide workers' compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (§ 3350, et seq. of the California Labor Code) for workers' compensation.
 - v. The Pass-through Entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs (i), (ii), (iii) and (iv) above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in paragraphs (iii) and (iv) above must contain the following clauses:
 - 1. Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subrecipient to: Employment Development Department, Central Office Workforce

Services Division Financial Management Unit, P.O. Box 826880, MIC 69,
Sacramento, CA 94280-0001.

2. State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
3. State of California is not responsible for payment of premiums or assessments on this policy.

- vi. Subrecipient agrees that the liability insurance herein provided for shall be in effect at all times during the term of this subgrant agreement. In the event said insurance coverage expires at any time or times during the time of this contract, the Subrecipient agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the subgrant agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the Pass-through Entity, and the Subrecipient agrees that no work or services shall be performed prior to such approval. The Pass-through Entity may, in addition to any other remedies it may have, terminate this subgrant agreement should Subrecipient fail to comply with these provisions.

5. 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 this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

6. Procurement Standards

The Subrecipient must use the methods of procurement in accordance with 2 C.F.R. § 200.320.

7. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy.

8. Remedies for Non-Compliance

If the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Pass-through Entity may impose additional conditions, as described in 2 C.F.R. § 200.207, Specific conditions. If the Pass-through Entity determines that noncompliance cannot be remedied by imposing additional conditions, the Pass-through Entity may take one or more of the following actions listed in 2 C.F.R. § 200.338.

9. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subrecipient will be liable for and will repay to the Pass-through Entity, any amounts expended under this subgrant agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA.

10. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a. Termination for Convenience - Either the Pass-through Entity or the Subrecipient may request a termination, in whole or in part, for convenience. The Subrecipient will give a ninety (90) calendar-day advance notice in writing to the Pass-through Entity. The Pass-through Entity will give a ninety (90) calendar-day advance notice in writing to the Subrecipient.
- b. Termination for Cause - The Pass-through Entity may terminate this subgrant agreement in whole or in part when it has determined that the Subrecipient has substantially violated a specific provision of the WIOA, regulations, the Uniform Guidance or implementing state legislation and corrective action has not been taken.

All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subrecipient will be addressed to:

Lance Lippincott
Director / Administrator
KINGS COUNTY JOB TRAINING OFFICE
124 N IRWIN ST
HANFORD, CA 93230

Notices to the Pass-through Entity will be addressed to:

Employment Development Department
Central Office Workforce Services Division
Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

11. Audit Requirements

- a. The Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.
- b. The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the Pass-through Entity any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

12. Entire Agreement

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Pass-through Entity and the Subrecipient. Subrecipient represents and warrants it is free to enter into and fully perform this subgrant agreement.

13. Unenforceable Position

In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

14. Accounting and Cash Management

- a. Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this subgrant agreement.

- b. Subrecipient will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Pass-through Entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c. The Pass-through Entity retains the authority to adjust specific amounts of cash requested if the Pass-through Entity's records and subsequent verification with the Subrecipient indicate that the Subrecipient has an excessive amount of cash in its account.
- d. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the Pass-through Entity. Subrecipient will account for any such generated income separately.
- e. Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient's bank account or city and county governmental bank accounts.

To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subrecipient. The Pass-through Entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

15. Amendments

This subgrant agreement may be unilaterally modified by the Pass-through Entity under the following circumstances:

- a. There is an increase or decrease in federal or state funding levels.
- b. A modification to the Subgrant is required in order to implement an adjustment to a Subrecipient's plan.
- c. Funds awarded to the Subrecipient have not been expended in accordance with the schedule included in the approved Subrecipient's plan. After consultation with the Subrecipient, the Pass-through Entity has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Pass-through Entity.
- d. There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e. An amendment is required to change the Subrecipient's name as listed on this subgrant 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.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

16. Reporting

Subrecipient will compile and submit reports of activities, expenditures, status of cash, and closeout information by the specified dates as prescribed by the Pass-through Entity. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

17. Records

- a. If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the Pass-through Entity.
- b. Subrecipient will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation or

audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.

- c. The Pass-through Entity and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Pass-through Entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

18. Subcontracting

- a. Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subrecipient will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b. The Subrecipient will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for ensuring accountability.
- c. The system for awarding contracts will contain safeguards to ensure that the Subrecipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

19. Consultants

Fees paid to a consultant, who provides services under a program, shall be limited to \$750 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

20. Conflicts

- a. Subrecipient will cooperate in the resolution of any conflict with the DOL that may occur from the activities funded under this agreement.
- b. In the event of a dispute between the Pass-through Entity and the Subrecipient over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Pass-through Entity and the Subrecipient. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

21. Indemnification

- a. The following provision applies only if the Subrecipient is a governmental entity:

Pursuant to California Government Code § 895.4, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

- b. The following provision applies only if the Subrecipient is a non-governmental entity:

The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold harmless the Pass-through Entity, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subrecipient in the performance of this subgrant agreement.

22. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto. Subrecipient will not commence performance prior to the beginning of this subgrant agreement.

Contact information for the awarding official of the Pass-through Entity:

Name: Jaime Gutierrez
Title: Division Chief
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001

Exhibit A

Certifications and Assurances

- a. Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- b. Americans with Disabilities Act (ADA): Subrecipient assures that it complies with the 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.)
- c. Sectarian Activities: The Subrecipient certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d. National Labor Relations Board certification Subrecipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a Federal court, which orders Subrecipient to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- e. Federal Funding Accountability and Transparency Act (FFATA): By signing this subgrant agreement, Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- f. Prior Findings: Subrecipient, by signing this subgrant agreement, certifies that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- g. Drug Free Workplace requirement: Subrecipient 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:
 1. 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.
 2. Establish a Drug-Free Awareness Program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 3. Every employee who works on the proposed subgrant agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of

employment on the subgrant agreement.

4. Failure to comply with these requirements may result in suspension of payments under this subgrant agreement or termination of the subgrant agreement or both and Subrecipient may be ineligible for award of any future subgrant agreements if the Pass-through Entity determines that any of the following has occurred: the Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)
- h. Expatriate Corporations: Subrecipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.
- i. Priority Hiring considerations: If this subgrant agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Pub. Contract Code § 10353.
- j. Sweatfree Code of Conduct:
 1. All Subrecipients 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 this subgrant agreement 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 Subrecipient 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 § 6108.
 2. The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient'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 (1).
- k. Child Support Compliance: For any Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code § 7110, that:
 1. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code; and
 2. The Subrecipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Pass-through Entity.
- l. Air/Water Pollution violation certification: Under the State laws, the Subrecipient 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 § 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.

- m. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- n. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, the Subrecipient certifies that it is in compliance with Public Contract Code § 10295.3.
- o. Debarment and Suspension Certification: By signing this subgrant agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Subrecipient), 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 from covered transactions by any federal department or agency.
 - 2. Have not within a three-year period preceding this subgrant 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 government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
 - 4. Have not within a three-year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- p. Lobbying Restrictions: By signing this subgrant agreement, the Subrecipient hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).
 - 1. No federal appropriated funds have been 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 this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, 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, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
 - 4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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 failure.

q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

- r. Avoidance of Conflict of Economic Interest: An executive or employee of the Subrecipient, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient or Pass-through Entity. Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

Exhibit B

Intellectual Property Provisions

Federal Funding

Pursuant to 2 CFR 200.315, in any subgrant funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in 2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the subgrant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

Exhibit C

Confidentiality Requirements

The State of California and the Subrecipient will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c. The Subrecipient agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 1. Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 2. Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e. The Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If the Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

The Subrecipient shall be responsible for all costs incurred by the Pass-through Entity due to a security incident resulting from the Subrecipient's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the Subrecipient experiences a loss or breach of data, the Subrecipient shall immediately report the loss or breach to the Pass-through Entity. If the Pass-through Entity determines that notice to the individuals whose data has been lost or breached is appropriate, the Subrecipient will bear any and all costs associated with the notice or any mitigation selected by the Pass-through Entity. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j. All Subrecipient staff and subcontractors that are provided access to any data systems of the Pass-through Entity, excluding CalJOBS, are required to complete and sign an Employee Confidentiality Statement (DE 7410).
- k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- m. The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS. Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subgrant agreement, the confidentiality requirements of this subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:
 - 1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service

that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.

2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
3. An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
5. When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.

n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE PASS-THROUGH ENTITY:

Name: Nicole Laktash
Title: Section Manager
Address: P.O. Box 826880, MIC 50
Sacramento, CA 94280-0001
Telephone: (916) 654-6804
Fax: (916) 654-9586

FOR THE SUBRECIPIENT:

Name:
Title:
Telephone:
Fax:



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 20, 2021

SUBMITTED BY: Department of Public Health/First 5 – Edward Hill/Clarissa Ravelo

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN KINGS COUNTY CHILDREN & FAMILIES COMMISSION AND COUNTY OF KINGS FOR STAFFING AND ADMINISTRATIVE SERVICES

SUMMARY:

Overview:

The First 5 Kings County Children & Families Commission (“Commission”) is the county agency established to administer Proposition 10 tobacco tax funds. The Commission adopts a 5-year Strategic Plan and Fiscal Plan that are updated and reviewed annually, in accordance with statute. The Commission has a need for staffing and administrative services from the County, and would like to enter into an agreement for said services.

Recommendation:

Approve an Agreement with Kings County Children & Families Commission (First 5) for staffing and administrative services.

Fiscal Impact:

There is no increase to the Net County Cost associated with this Memorandum of Understanding. The Commission’s budget was previously submitted for Fiscal Year 2021-2022, in Budget Unit 432300. Compensation for services provide by the County Departments described in the Memorandum of Understanding shall be pursuant to the County Wide Cost Allocation Plan, except for legal services provided by County Counsel, which will be charged by the current hourly rate. Public Health will provide staffing for the Executive Director position (in-kind).

(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

MEMORANDUM OF UNDERSTANDING BETWEEN KINGS COUNTY CHILDREN & FAMILIES COMMISSION AND THE COUNTY OF KINGS FOR STAFFING AND ADMINISTRATIVE SERVICES

July 20, 2021

Page 2 of 2

BACKGROUND:

First 5 California, established through a voter approved initiative in 1998, was created to oversee the expenditure of tobacco tax revenue to support, promote, and optimize early childhood development through coordinated programs that emphasize child health, parent education, child care, and other services and programs for children prenatal through age five. First 5 California is the state-level department that oversees all First 5 Commissions, and administers the funding provided through Proposition 10.

On December 29, 1988, in accordance with Proposition 10, codified as California Health and Safety Code section 130140, the Kings County Board of Supervisors adopted an ordinance establishing a county children and families first commission. This commission, which is known as the First 5 Kings County Children and Families Commission, serves to administer programs authorized by the California Children and Families First Act of 1998. First 5 Kings County is the county agency established to administer Proposition 10 tobacco tax funds under California Health and Safety Code, section 130105, subdivision d(2)(A).

Prior to the First 5 Commission separating from the County as a legal public entity, it was under the umbrella of the Kings County Department of Public Health, receiving services equitable to other County departments. On June 21, 2021, during a Regular Commission meeting, the Commission voted to bring the agreement between the Commission and the County for staffing and administrative services to the Board of Supervisors.

Under this agreement, the County will provide staffing and administrative services to the Kings County Children and Families Commission. This type of arrangement is similar to other First 5 Commissions that are separate from the county but elect to contract with the county for administrative services. The agreement is effective July 20, 2021 through June 30, 2025.

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

**AGREEMENT FOR THE PROVISION OF
STAFFING AND SERVICES BETWEEN THE
COUNTY OF KINGS AND THE
FIRST 5 KINGS COUNTY CHILDREN AND
FAMILIES COMMISSION**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2021, by and between the County of Kings, a political subdivision of the State of California (hereinafter "County") and the First 5 Kings County Children and Families Commission, an independent local public agency established in accordance with the California Children and Families Act of 1998 (hereinafter "Commission").

RECITALS

WHEREAS, the voters of the State of California enacted the California Children and Families Act of 1998 (hereinafter "the Act"), as codified in Health and Safety Code § 130100 *et seq.*, also known as Proposition 10;

WHEREAS, the Board of Supervisors of Kings County ("the Board") established, pursuant to the Act and Kings County Ordinance No. 609.4, codified as Section 2-40 of the same, the Commission as an independent legal entity;

WHEREAS, pursuant to Section 2-48 of the Kings County Ordinances, the Commission may enter into a memorandum of understanding with the County to provide staffing and services; and

WHEREAS, the Commission requires legal, fiscal, and administrative services and desires to obtain such services from County.

NOW, THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICES

The County shall provide the following staffing and services to the Commission:

1. Auditor-Controller-County Clerk. The Auditor-Controller-County Clerk shall: (1) maintain trust accounts in Commission's name and process Commission's deposits and withdrawals and journal vouchers using standard County forms and systems; (2) process vouchers approved by Commission as received, consistent with County policy toward non-County entities; (3) when requested in writing, cancel and reissue warrants; and (4) maintain and produce financial reports in the same manner and format as for County departments.

2. Treasurer-Tax Collector. The Treasurer-Tax Collector shall invest any surplus Commission fundson its behalf in accordance with the County's policies.

3. Information Technology Services. The Information Technology Services Division shall provide Commission electronic access to its financial reports in the same manner and format as provided toCounty departments.

4. Legal Services. The Office of County Counsel shall provide legal advice on

contractual, statutory, regulatory, and other legal matters. In addition, an attorney of the office will attend Commission meetings and closed sessions as legal advisor to the Commission. The office will bill the Commission for these legal services monthly at the rate set for all County departments and agencies under the Countywide Cost Allocation Plan as amended from fiscal year to fiscal year. As for legal actions and proceedings, at the request of Commission, County Counsel will initiate, in the name of Commission, such legal actions or proceedings as are necessary and advisable. Commission shall bear the costs and legal fees of legal actions it initiates, and the costs and legal fees of defending itself in legal proceedings, including administrative proceedings, mediations, or arbitrations. If legal proceedings are brought jointly against County and Commission, legal defense costs and attorney fees will be jointly borne, unless the County or the Commission is represented by different counsel. With respect to any legal action between County and Commission arising out of this Agreement, each party shall pay its own legal expenses and costs. Commission may, at its discretion, use an attorney of its choosing if a conflict of interest is identified by the Commission or the Office of the County Counsel or for any other reason Commission deems appropriate. In the event of a conflict of interest or for any reason the Counsel deems appropriate, the County Counsel reserves the right to discontinue some or all of the legal services provided to and for the Commission after notice to and consultation with the Commission. At the Commission's election, it may participate in the County's self-insurance pool and excess coverage for general liability and worker's compensation insurance coverage. Commission shall pay the rates established by County for participation in such insurance coverage.

5. First 5 staff positions. All individuals in positions in budget unit 432300 will continue as employees of the County. The County will continue to provide staffing for the Executive Director (in-kind), Program Officer and Resource Specialist to maintain the work required to carry out the Commission's Strategic Plan and Budget.

6. Fiscal support. The Department of Public Health's Fiscal division will continue to assist staff with fiscal-related matters, including payroll, purchasing and budgeting.

7. Administrative Support Services. The County Administrative Office shall administer this agreement on behalf of the County, facilitating and coordinating, as necessary and appropriate, the services provided by the County under this Agreement.

2. COMPENSATION

County shall be compensated for the services set forth, above, as set forth in the Commission's adopted annual budget. The Commission will provide the County with an updated Annual Budget each Fiscal year. The parties agree to meet and confer before the adoption of the budget to ensure sufficient funds are available to reimburse the County for the services and staffing provided. In the event the Commission's resources are insufficient to cover the services provided, the County shall work with the Commission to determine whether to decrease the level of staffing or services, outsource a service, or otherwise amend this Agreement as appropriate

The Commission shall pay the County the amounts agreed upon in quarterly installments throughout the fiscal year on the dates mutually agreed to by the parties during the budget negotiation process.

3. TERM

This Agreement shall remain in full force and effect from _____ through June 30, 2025, unless other amended or terminated pursuant to its provisions.

4. RECORDS AND INSPECTIONS.

The County 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. The Commission 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 the Commission. Records shall be maintained for seven (7) years after the termination of this Agreement or any extension thereof.

5. AMENDMENTS

This Agreement may be modified by a written amendment signed by the authorized representatives of the parties.

6. 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 termination is for non-appropriation of funds, 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-breaching party shall provide written notice to the breaching party of its intention to terminate the Agreement and inform the breaching party whether the breach is able to be cured.

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

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

b. Alternatively, the County may elect to cure the breach and charge any and all expenses incurred as a result thereof to the Contractor.

2) Breach Not Subject to Cure. If the non-breaching party deems the breach is of such a nature as it is not subject to or is incapable of being cured, it shall provide a Notice of Breach to the breaching party of its intent to terminate the Agreement for cause, 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 or previous acts by the other party that constitute a breach or default of the party's obligations under this Agreement serve as a waiver of the parties' right to assert that 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 any breach or default.

7. INSURANCE

Without in any way affecting the indemnity herein provided and in addition thereto, the Authority shall secure and maintain throughout the term of this Agreement the following types of insurance with limits as shown:

- A. Workers' Compensation: A program of workers' compensation insurance in an amount and form necessary to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits.
- B. Comprehensive General and Automobile Liability Insurance: This coverage will include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than \$2,000,000 per occurrence.
- C. Errors and Omission Liability Insurance: Coverage shall have combined single limits of \$2,000,000 per claim or occurrence.
- D. The Authority shall provide the County with evidence of such insurance and each insurance policy shall be endorsed to include the County as an Additional Insured.

8. INDEMNIFICATION

The parties agree to indemnify, defend, protect, and hold each other, their officials, officers, employees, and agents harmless from and against any and all liability, losses, claims, damages, expenses, demands, and costs including, but not limited to, attorney, expert witness, consultant, and litigation costs, arising out of the other party's performance of services under this Agreement, but only to the extent the offending party is responsible for such damages, liabilities, and costs on a comparative basis of fault between the parties in the performance of services under this Agreement.

9. INDEPENDENT CONTRACTOR

The Commission and the County are independent entities entering into this Agreement as independent contractors and not as agents, officers, or employees of the other party. The parties therefore 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.

10. COMPLIANCE WITH LAW

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

11. CONFIDENTIALITY

The parties shall not use each other's confidential information for any purpose other than carrying out their obligations under this Agreement. Each party shall prevent unauthorized disclosure of the other party's confidential information. Each party shall promptly transmit to the other party all requests for disclosure of the other party's confidential information.

12. CONFLICT OF INTEREST

The County warrants that its employees or their immediate families or Board of Supervisors 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. The County shall employ or retain no such person while rendering services under this Agreement. Services rendered by County's associates or employees shall not relieve the County from personal responsibility under this clause. The County has an affirmative duty to disclose to the Commission in writing the name(s) of any person(s) who have an actual, potential, or apparent conflict of interest.

13. NONDISCRIMINATION

In rendering services under this Agreement, the County 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, or sexual orientation.

Further, the County 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.

14. SUBCONTRACTORS

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

15. ASSIGNMENT

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

16. 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.

17. OWNERSHIP OF DOCUMENTS

The Commission 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 the County relating to this Agreement prior to its termination or upon completion of the County's work.

18. 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:

County of Kings
1400 W. Lacey Blvd. Bldg. 6
Hanford, CA 93230

Commission:

First 5 Kings County
330 Campus Drive
Hanford, CA 93230

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.

19. 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. County 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.

20. 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.

21. 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.

22. NO THIRD PARTY BENEFICIARIES.

The Commission and the County 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.

23. ENTIRE AGREEMENT; COUNTERPARTS; 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 the parties other than those contained herein.

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

The parties agree that each party had an opportunity to review this Agreement, consult with legal counsel, and negotiate terms, and it is expressly agreed and understood 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.

24. 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 have executed this Agreement the day and year first written above.

COUNTY OF KINGS

COMMISSION

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

By:  _____
Todd Barlow, Chairperson
First 5 Kings County Children & Families
Commission

REVIEWED AND RECOMMENDED
FOR APPROVAL:

By:  _____
Edward Hill, Kings County Public Health Director and
First 5 Executive Director

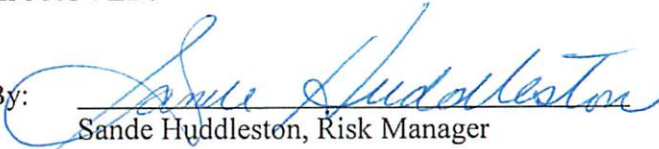
ATTEST:

By: _____
Catherine Venturella, Clerk to the Board

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: CARRIE WOOLLEY
CARRIE WOOLLEY (Jul 1, 2021 09:11 PDT)
Carrie R. Woolley, Assistant County Counsel

APPROVED:

By:  _____
Sande Huddleston, Risk Manager

Exhibits/Attachments:

Exhibit A: Fiscal Year 2021-2022 Budget

Exhibit A
Fiscal Year 2021-2022 Budget – First 5 Commission

SALARY SUMMARY		\$ 198,299	\$ 188,901	\$ (9,398)
SERVICES & SUPPLIES		2020-2021 BUDGET	2021-2022 BUDGET (Proposed)	VARIANCE
Communications	92006	\$ 2,188	\$ 3,352	\$ 1,164
Office Equipment & Supplies	92018	\$ 2,600	\$ 1,000	\$ (1,600)
Maintenance SIG	92021	\$ 6,263	\$ 2,864	\$ (3,399)
Memberships	92027	\$ 4,000	\$ 4,000	\$ -
Postage & Freight	92033	\$ 297	\$ 200	\$ (97)
Offset Printing/Stores	92035	\$ 500	\$ 500	\$ -
Computer Software	92036	\$ 700	\$ -	\$ (700)
Legal Services	92038	\$ 5,000	\$ 5,000	\$ -
Community Outreach	92045	\$ 1,500	\$ 1,500	\$ -
Auditing & Accounting	92046	\$ 6,560	\$ 6,560	\$ -
Contractual Services	92047	\$ 25,000	\$ 25,000	\$ -
Publications & Legal Notices	92056	\$ 100	\$ 250	\$ 150
Program Expenses	92063	\$ 66,000	\$ 66,000	\$ -
Purchasing Charges	92068	\$ 282	\$ 200	\$ (82)
Brd. & Comm. Mem Expenses	92069	\$ 500	\$ 500	\$ -
Public Educ. Materials	92075	\$ 1,500	\$ 1,500	\$ -
Motor Pool	92089	\$ 4,775	\$ 4,775	\$ -
Travel Expenses	92090	\$ 10,000	\$ 10,000	\$ -
Utilities	92094	\$ 3,244	\$ 2,202	\$ (1,042)
Electronic Hardware	92103	\$ 2,900	\$ 2,900	\$ -
Liability Claim	93041	\$ 1,235	\$ 862	\$ (373)
Information & Technology	93048	\$ 4,993	\$ 4,197	\$ (796)
IT Managed Contracts	93051	\$ 3,825	\$ 3,825	\$ -
Admin Allocation	93057	\$ 25,067	\$ 27,182	\$ 2,115
TOTAL SERVICES & SUPPLIES		\$ 179,029	\$ 174,369	\$ (6,775)
TOTAL OPERATIONS COSTS		\$ 377,328	\$ 363,270	\$ (16,173)
Other Charges		2020-2021 BUDGET	2021-2022 BUDGET (Proposed)	VARIANCE
FRC Initiative		\$ 721,012	\$ 706,592	\$ (14,420)
E3 Initiative		\$ 90,355	\$ 88,545	\$ (1,810)
School Readiness Initiative		\$ 439,800	\$ 431,004	\$ (8,796)
New Project Initiative (TBD)		\$ 40,000	\$ 39,200	\$ (800)
TOTAL CONTRACT COSTS		\$ 1,291,167	\$ 1,265,341	\$ (25,826)
TOTAL EXPENSES		\$ 1,668,495	\$ 1,628,611	\$ (41,999)

Health1_First5 Agmt Admin Svcs from County

Final Audit Report

2021-07-02

Created:	2021-07-01
By:	Clarissa Ravelo (Clarissa.Ravelo@co.kings.ca.us)
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Agreement completed.

2021-07-02 - 7:18:55 PM GMT



Adobe Sign



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 20, 2021

SUBMITTED BY: Administration – Larry Spikes
Chemical Waste Management – Bob Henry

SUBJECT: KETTLEMAN HILLS WASTE FACILITY QUARTERLY REPORT

SUMMARY:

Overview:

Quarterly report of facility activities at the Kettleman Hills Hazardous Waste Facility. The report will be given by representatives from Chemical Waste Management, the company that operates the facility.

Recommendation:

Accept the quarterly report from Chemical Waste Management.

Fiscal Impact:

None.

BACKGROUND:

On December 22, 2009, the Kings County Board of Supervisors adopted Resolution No. 09-073, which authorized issuing Conditional Use Permit No. 05-10 for Chemical Waste Management, Incorporated (CWM) to operate the Kettleman Hills Hazardous Waste Facility. As part of the conditions of approval as cited in condition #B-4 of Resolution No. 09-073, "That the General Manager of the CWM Kettleman Hills Facility shall give quarterly rather than monthly reports to the Board of Supervisors, in person, concerning the monitoring program and any and all other work or activity at the site, including any and all information sent to all regulatory agencies." In accordance with these provisions, the General Manager will attend the meeting updating your Board on the previous quarter's activities. The Board may, from time to time, require special reports concerning specific items or activities about which they are concerned in addition to the regular update.

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 July 20, 2021

SUBMITTED BY: Human Resources – Henie Ring

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND
THE DEPUTY SHERIFF'S ASSOCIATION

SUMMARY:

Overview:

The County's agreement with the Kings County Deputy Sheriff's Association (DSA) expired June 30, 2021. Negotiations have been conducted in good faith, and a successor agreement has been reached between the parties for a term beginning July 1, 2021 and ending June 30, 2023. The agreement has been ratified by Association membership, and staff recommends approval by the Board of Supervisors.

Recommendation:

Authorize the Human Resources Director and designated staff to sign the successor agreement with the Deputy Sheriff's Association for a term beginning July 1, 2021 and ending June 30, 2023.

Fiscal Impact:

The agreement provides for a four range (approximately 4%) salary increase effective July 12, 2021 (Pay Period 15-2021) and a three range (approximately 3%) salary increase in the second year effective July 11, 2022 (Pay Period 15-2022) for all employees in the bargaining unit. Additionally, a uniform increase of \$100 for Sheriff's Deputies, Sheriff's Deputies – Canine, and District Attorney (DA) Investigators. The cost for year one of this contract is approximately \$433,200, and will be reflected in the budget for Fiscal Year 2021-2022. The cost for year two is estimated to be \$350,000; however, the cost could be higher, dependent upon anticipated CalPERS retirement rate increases and Social Security cost with the higher salaries implemented in Fiscal Year 2021-2022.

BACKGROUND:

The previous agreement with the DSA expired on June 30, 2021. The County and the DSA began negotiations
(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

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY AND THE DEPUTY SHERIFF'S ASSOCIATION

July 20, 2021

Page 2 of 2

in April 2021, and a successor agreement has been reached between the parties for a term ending June 30, 2023. This proposed agreement includes a four range (approximately 4%) salary increase in the first year effective July 12, 2021 (Pay Period 15-2021) and a three range (approximately 3%) salary increase in the second year of the contract effective July 11, 2022 (Pay Period 15-2022) for all employees in the bargaining unit. Additionally, the uniform allowance was increased \$100 for all Sheriff's Deputies, Sheriff's Deputies – Canine, and DA Investigators. During the term of the agreement, any increase in the health insurance premium amount will continue to be split 50/50 between the employee and employer while in contract. Attached is the MOU with all changes highlighted with bold and strikethroughs.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
~~June 30, 2020~~ July 1, 2021 – June 30, ~~2021~~ 2023

MEMORANDUM OF UNDERSTANDING – DEPUTY SHERIFFS’ ASSOCIATION

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ARTICLE 1 PREAMBLE

Pursuant to the Meyers-Milias-Brown Act, this Memorandum of Understanding has been entered into by Kings County, hereinafter referred to as the "County," and the Kings County Deputy Sheriffs' Association, hereinafter referred to as the "Association." The purpose of this Memorandum of Understanding is the promotion of harmonious relations between the County and the Association, the establishment of equitable procedures for the peaceful resolution of differences and the establishment of the entire and complete agreement covering the rates of compensation, hours of work and all other conditions of employment to be observed by the parties.

ARTICLE 2 RECOGNITION

The County hereby recognizes the Association as the sole and exclusive bargaining representative for all regular, permanent employees within the bargaining unit consisting of the following classifications:

Chief Civil Deputy Sheriff
Chief Deputy Coroner/Public Administrator
Deputy Sheriff I/II
Deputy Sheriff Bailiff
Senior Deputy Sheriff
Senior District Attorney Investigator
Sheriff's Sergeant
District Attorney Investigator I/II

ARTICLE 3 MAINTENANCE OF BENEFITS

The parties agree that wages, hours and terms and conditions of employment as provided by ordinance, rule, regulation or policy, or previously adopted Memoranda of Understanding which are in existence at the commencement of this Agreement, and not otherwise modified by this Agreement, shall not be diminished, lessened or reduced for the duration of this Agreement except as provided in Article 4, Section 2.

ARTICLE 4 SCOPE OF AGREEMENT

1. The Association and the County agree that during the negotiations which 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 Agreement represents a full and complete understanding and agreement of the parties on all issues between the Association and the County.

2. This Agreement supersedes all previous Memoranda of Understanding or Agreements between the Association and the County. Specifically, all previous side letter agreements between the Association and the County prior to this Agreement are either incorporated into and/or attached to this Agreement as Appendix A, or are otherwise obsolete and no longer operable. It is understood 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 may be accomplished otherwise as provided by law.

ARTICLE 5 SEPARABILITY CLAUSE

It is agreed by the parties to this Agreement that for the term of this Agreement, any conflict between any section or part thereof of this Agreement and any County or Department rule, regulation, ordinance, code, resolution, procedure or practice existing as of the date of the Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement.

ARTICLE 6 SAVINGS CLAUSE

If any article or section of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the County and the Association agree to meet and confer within 30 days.

ARTICLE 7 ASSOCIATION RIGHTS

Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and County policies, rules and regulations. Association rights shall include:

- a. The right to represent its members before the Board of Supervisors or advisory boards or commissions with regard to wages, hours and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or County laws and regulations.
- b. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
- c. The right to a reasonable amount of time during regular working hours to represent its members before the Board of Supervisors or their

representatives when formally meeting and conferring on matters within the scope of representation, or any other activities that the parties agree.

- d. The right to payroll deductions made for payment of organizational dues and for programs agreed upon as a result of the meet and confer process.
- e. The right to the use of designated bulletin boards by the Association in each building or facility where Association employees are assigned.
- f. The use of County facilities for Association activities providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- g. The Board of Supervisors or its designated representative making copies of their meeting agenda available.
- h. Reasonable access to employee work locations for officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- i. There shall be no discrimination against any employee or applicant for employment by the County because of participation in legitimate Association activities.
- j. The Association shall have right to utilize County duplicating equipment, at a cost not to exceed that charged County Departments and under the same conditions imposed upon County Departments, and to utilize the County inter-office mail system for the conduct of Association business.
- k. Designated representatives of the Association shall be entitled to use up to one hundred forty (140) hours per calendar year of release time for legitimate Association business. Use of the release time shall be subject to advance notice and shall not interfere with the efficiency, safety and security of County operations. Hours do not carry over into the following year. Approval shall not be unreasonably denied.

ARTICLE 8

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 and assign work.
- d. To establish, modify or change work standards.
- e. To direct the working forces, including the right to hire, assign or promote 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 working force.
- 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 or equipment.
- m. To determine safety, health and property protection measures.
- n. To transfer work from one job to another or from one plant or unit to another.
- o. To introduce new, improved or different methods of operations or to change existing methods.
- p. To lay off employees from duty for lack of work or lack of funds.
- q. To reprimand, suspend, discharge or otherwise discipline employees for just cause.
- r. To establish, modify, determine, or eliminate job classifications.
- s. To promulgate, modify and enforce work and safety rules and regulations.

- t. To take such other and further action consistent with this Agreement 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.
- u. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- v. The Association expressly and specifically agrees that except to the extent that the County rights are expressly limited by the terms of this Agreement, the Association waives any and all of its rights to meet and confer on any of the County rights. If the exercise of these rights directly affects wages, hours or terms and conditions of employment, the County will meet and confer on the effects of its actions. The Association agrees that the County may first exercise its rights before meeting and conferring on the effects of the exercise of its rights. The agreement to meet and confer over the effect of the exercising of a County right shall not in any way impair the right of the County to exercise and implement any of its rights.

ARTICLE 9 NO STRIKE-NO LOCKOUT

- 1. During the term of this Agreement, the Association, its officers, agents and members agree that they shall neither engage in nor encourage, nor will any of its members or representatives take part in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work.
- 2. If an employee participates in any manner in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work or participates in any manner in any picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-out or other concerted refusal to work or induces other employees of the County to engage in such activities, such employee shall be subject to discharge by the County.
- 3. In the event the Association calls, engages in, encourages, assists or condones in any manner, any strike, work stoppage, slowdown, sick-out or other concerted refusal to work by employees of the County or any picketing or work impediment in support thereof, or any other form of interference with or limitation of the peaceful performance of County services, the Association agrees that the County, in addition to any other lawful remedies of disciplinary actions available to it, may suspend any and all of the rights and privileges accorded the Association under any ordinance, resolution, rules or procedures of the County, including, but not limited to, the suspension of recognition of the Association and the use of the County bulletin boards and facilities.
- 4. Any employee violating the obligations of this article may be disciplined or discharged by the County without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited conduct.

5. The County shall not lock-out employees.
6. Nothing in this article is intended to diminish civil rights and due process as required by law.

ARTICLE 10 GRIEVANCE PROCEDURE

1. As outlined in the County Personnel Rules, this article deals with the County's grievance procedure 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.

2. Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County to provide efficient and continuous service 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.

3. Explanation of Rules

- a. 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.
- b. 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 the filing of the grievance will not result in reprisal of any nature.
- c. 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 1 of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor's superior, as provided in Step 2 of the grievance procedure.
- d. 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.
- e. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion 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.

- f. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits.
- g. 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.
- h. 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.
- i. The parties may mutually agree to waive any step of the grievance procedure.

4. Definitions

These definitions are related to the grievance procedure only and shall be superseded in all other cases by the Definitions Section of the County Personnel Rules.

- a. Employee - An individual occupying a position allocated by the Board of Supervisors as a part of the regular staffing of the department.
- b. Immediate Supervisor - The individual who assigns, reviews, or directs the work of an employee.
- c. Superior - The individual to whom an immediate supervisor reports.
- d. Representative - The person selected by the employee to appear along with him/her in the presentation of his/her grievance.
- e. Department Head - The administrative head of the department involved.
- f. 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 deviation from a policy; or, the misinterpretation of a policy; or, the misinterpretation or

misapplication of a statute, ordinance, or resolution of the Board of Supervisors relating to the employment of the individual.

5. Procedural Steps

Step 1

When an employee has a grievable matter, he/she should discuss the matter informally with the immediate supervisor. Initial discussion should be sought by the employee not later than five (5) 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 the formal grievance procedure do not restrict the employee and supervisor from seeking advice and counsel from superiors and department heads when mutually consented to by the employee and supervisor and/or it appears that settlement can be reached at this informal level.

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.

Step 3

If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance to 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.

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 Personnel Appeals Board for review (see Chapter 1 of the County Personnel Rules). A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

6. Personnel Appeals Board

For reference purposes, Section 1020 of the County Personnel Rules reads:

The Board shall be composed of the following three (3) members appointed by the Board of Supervisors biennially:

County Member - The Chairman of the Board of Supervisors shall nominate a County Member who shall serve on appeal hearings.

Employee Member - Each recognized bargaining unit shall nominate a member who shall serve when the appellant is represented by that unit.

Consensus Member - The third member shall be a Consensus Member nominated by the unanimous consent of the County Member and the Employee Member of the affected unit. The Consensus Member shall serve on all appeal hearings.

7. Grievances - Confidential

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

ARTICLE 11 ASSOCIATION REPRESENTATIVES

Designated representatives shall be provided a reasonable amount of time to investigate and present grievances. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After requesting time off from his/her immediate supervisor as far in advance as reasonably possible, the representative shall be permitted to leave the regular work site to deal with grievance matters. Permission for such use of work time may be denied for legitimate operating reasons, but shall not be unreasonably denied.

ARTICLE 12 OVERTIME

1. All employees shall receive FLSA overtime consistent with existing law.
2. For law enforcement personnel authorized overtime hours worked in excess of 80 in a 14-day work period shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate.
3. 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.
4. 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. However, if an employee is assigned to work an approved alternate work-shift such as 10 or 12-hour shifts, the employee will only receive time and one-half for work performed in excess of the alternate shift. A workday is defined as a 24-hour period.

5. It is specifically understood that overtime does not apply to unauthorized hours of work or standby time.
6. 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 Sheriff or his designee.
7. Section 10-11 of the County Policy and Procedures Manual governing work beyond the normal work week (overtime) is amended for employees covered by this Agreement to reflect an increase in the maximum accumulation of compensatory time off to eighty (80) hours.

ARTICLE 13 CALL BACK/COURT TIME

1. Employees who are called back to work after having completed the normal shift, after having left the work site, shall be entitled to receive a minimum of three (3) hours at the overtime rate.
2. Any employee called in early to work directly prior (contiguous) to their shift with less notice than eight hours prior to the start of their regular shift shall be entitled to receive a minimum of three (3) hours at the overtime rate.
3. Minimum "call-back" shall not apply to overtime which is contiguous to the employee's regular shift or to overtime for required shooting range practice or qualifications, special meetings, training sessions or other special events scheduled at least twenty-four (24) hours in advance. Employees required to respond to special events that are scheduled at least twenty-four (24) hours in advance shall receive a minimum of two (2) hours at the overtime rate or the actual time spent at the event, whichever is greater.

For employees with take home vehicles, minimum "call back" also will not apply when ordered to perform work during their commute to and from work. Such deputies will be paid for actual time worked for duties performed driving to work and for actual time worked commencing with the end of the shift until the duties to be performed are completed. Minimum "call back" will apply if a deputy is called back to work after the deputy has arrived at home.

4. Minimum "call-back" shall not apply to overtime which is required for physical examinations or portions thereof. Employees shall be compensated at the overtime rate for actual time spent in the physical exam.
5. Any employee who is subpoenaed to appear in court on that employee's time off and reports to court shall receive a minimum of three (3) hours pay

at the overtime rate or shall receive pay for the actual time spent in court at the overtime rate, whichever is greater.

6. Minimum "call-back" shall not apply to overtime which is for voluntary coroner duty. Employees who have volunteered and are called in for coroner duty shall be entitled to receive a minimum of two (2) hours at the overtime rate or the actual time worked, whichever is greater.
7. 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 14 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~~ 2021-15) 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 Only ⁽¹⁾	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.

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.

- B) The County and Association agree that meet and confer discussions regarding the structure of the medical/dental/optical insurance coverage 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 as well as 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 is set in this Article above.

ARTICLE 15 SALARY

All employees in classifications covered by this Agreement (see Article 2- RECOGNITION) shall receive a 4.0 range (approximately 4%) salary increase effective July 12, 2021 (PP21-15) or upon ratification, whichever is later. In the second year of this agreement (FY22-23), all employees in classifications covered by this Agreement (see Article 2- RECOGNITION) shall receive a 3.0 range (approximately 3%) salary increase effective July 11, 2022 (PP22-15).

~~For all employees in the unit, there will be salary range adjustments to address equity concerns raised through the County's salary survey. The salary range increases for "Year 1" as indicated below will become effective the first full pay period following ratification and Board approval (Pay Period 2018-07). All employees in the unit shall receive a 2.0 range (approximately 2%) salary increase effective the first full pay period following June 30, 2018 (Pay Period 2018-15). In the second year of this Agreement, all employees in the unit shall receive a 2.0 range (approximately 2%) salary increase effective the first full pay period following June 30, 2019 (Pay Period 2019-15).~~

		"Year 1"		
		Range	Range	Range
		Increase	Increase	Increase
<u>Code</u>	<u>Class Title</u>	<u>Eff. 3/12/2018</u>	<u>Eff. 7/2/2018</u>	<u>Eff. 7/1/2019</u>
M25	Deputy Sheriff I	8	2	2
M02	Deputy Sheriff II	8	2	2
M41	Deputy Sheriff Bailiff	8	2	2
M23	Senior Deputy Sheriff	9.5	2	2
M05	Sheriff's Sergeant	10.5	2	2
M06	Chief Civil Deputy Sheriff	10.5	2	2
M35	Chief Dep Coroner/Public Admin	10.5	2	2
L16	District Attorney Investigator I	3	2	2
L15	District Attorney Investigator II	3	2	2
L14	Senior DA Investigator	6	2	2

ARTICLE 16 RETIREMENT

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). These

employees pay the entire employee contribution rate reviewed and set annually by CalPERS. 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, 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; Military Service Credit; and, 1959 Survivor benefit Level 4.

ARTICLE 17 STANDBY PAY

Employees specifically assigned to standby status by the Department shall receive \$2.00 for each hour so assigned. Standby time shall be defined as that time, other than the regular duty shift, during which an employee is required to remain available for call and ready for duty. Standby assignments shall be made for a minimum of eight (8) hours in any 24-hour period.

ARTICLE 18 DIVE PAY

When the Department authorizes qualified individuals to function as a Dive Team on official Department business, they shall receive ten dollars (\$10.00) per hour in addition to their regular rate for such time as a team member is actually in the water performing Dive Team duties. Dive pay is further restricted by the following conditions:

- a. All members for the Dive Team shall be certified divers and shall have their certification or a copy thereof on file with the Department.
- b. Time shall be logged by the officer in charge of the operations. For pay purposes, time shall be recorded to the nearest whole hour, but actual time shall be logged.
- c. The dive pay shall consist of ten dollars (\$10.00) in addition to the wage the person would otherwise receive. In the case of overtime or call back, there will be no pyramiding effect--that is, the ten dollars (\$10.00) will be added to the overtime rate and shall apply only to actual time in the water, not the three (3) hour minimum.

ARTICLE 19 MOUNTED PATROL / CANINE PAY

1. When the Department authorizes qualified individuals to function as a canine officer, they shall be paid an additional four hours straight time per

week, in addition to their regular pay, for such time as the canine officer is actually assigned a dog to care for. This additional pay is to compensate the officer for time spent feeding and caring for the dog.

2. When the Department authorizes Deputies to function as a rider in the Mounted Enforcement Unit (MEU), they shall be paid an additional four (4) hours straight time per week for such time as the Deputy is actually assigned a horse to care for. This additional pay is to compensate the Deputy for time spent feeding and caring for the horse.

ARTICLE 20 SPECIALTY PAY

Upon request of the Sheriff, the Director of Human Resources may authorize specialty pay in the form of a temporary salary upgrade for Deputy Sheriff II's assigned by the Department to an allocated NTF (Narcotics Task Force) or JSO (Juvenile Services Officer) position. The salary upgrade shall be computed as though the employee were receiving a promotion to Senior Deputy; there are no property rights to the assignment; and, the employee will return to Deputy Sheriff II pay upon reassignment. The employee must sign a statement indicating an understanding of these facts prior to the effective date of the specialty pay.

Merit System status and classification title for employees receiving a special salary upgrade shall remain unchanged. Upon reassignment from the position the special salary upgrade shall be terminated and the employee shall be returned to the salary of his/her own permanent position (Deputy Sheriff II) to which he/she would have been entitled if the upgrading had not occurred. Reassignment by the appointing authority from an NTF or JSO assignment shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process.

Special assignment pay shall be paid (5 ranges, which is approximately 5% base wage increase) to Deputy Sheriff II (or below) incumbents who are assigned as Field Training Officers (FTO's) by the Sheriff or his/her designee. This specialty pay shall be provided only for actual hours worked conducting training as an FTO. The Sheriff or his/her designee has the exclusive right and discretion to assign or remove individuals from this specialty assignment.

ARTICLE 21 HOLIDAYS

1. The days established as holidays are:

January 1, New Year's Day
3rd Monday in January, Martin Luther King Day
3rd Monday in February, Presidents Day
Last Monday in May, Memorial Day
July 4, Independence Day
1st Monday in September, Labor Day

November 11, Veterans' Day

The day designated as Thanksgiving Day

The day following Thanksgiving Day

The working day before the day observed as Christmas Day, from 12:00 noon to 5:00 p.m.

December 25, Christmas Day

The working day before the day observed as New Year's Day, from 12:00 noon to 5:00 p.m.

Such other days as the Board of Supervisors may determine by resolution.

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 upon 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 work week other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled work week of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay in addition to the employee's regular compensation 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 Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
5. 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.
6. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time services.
7. Notwithstanding anything in this article to the contrary, extra help employees shall not be entitled to paid holidays.
8. All full-time regular employees in the bargaining unit who are required to perform shift work will receive eight (8) hours pay for each of the eleven (11) holidays listed in the County's holiday policy in lieu of a day off. Payment will be made on the payday for the pay period in which the holiday occurs.
9. In order to qualify for holiday pay, the employee must have been on the payroll in a full-time permanent or probationary capacity and in paid status for the entire week in which the holiday was observed.

ARTICLE 22 VACATION AND COMPENSATORY TIME OFF

1. The County Personnel Rules which pertain to vacation entitlement (Section 7011.1) and vacation carry over limits (Section 7011.2) shall be amended or deleted to be consistent with the following provision:

- a. 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) until the employee reaches one of the following accrued hours of vacation limits:

<u>Hours of Actual Service</u>	<u>Maximum Vacation Accumulation Limits</u>
0 to 10,400 hours	192 hours
10,401 to 31,200 hours	240 hours
31,201 hours and over	320 hours

- b. 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.
2. When requesting time off, the employee may elect to use either accrued compensatory time or accrued vacation. The maximum amount of accrued compensatory time shall not exceed 80 hours.

ARTICLE 23 RETIREE HEALTH BENEFIT

This article does not apply for employees who elect the PERS service credit.

- a) Employees hired after January 1, 1999, will accrue sick leave as follows:

<u>Service Hours</u>	<u>Proposed Hours (days) Earned</u>
0 - 10,400	80 (10 days)
10,401 - 20,800	88 (11 days)
20,801 and over	96 (12 days)

Employees hired after January 1, 1999, are eligible for retiree health if the following four eligibility requirements are met: (1) they have 5 years of credited service (based on CalPERS vested retirement requirements); (2) are currently enrolled in the County's Health insurance; (3) are age 50 or older; and (4) and retire in good standing at the time of their separation from Kings County employment. These employees 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 (by age) 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>	<u>Percent of compensation (based on hours) Health Benefit</u>
20,801 - 41,600	40%
41,601 and over	50%

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 age 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 age 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>	<u>Percent of Ceompensation (Health Benefit)</u>	<u>% of comp. for all Percent of others Compensation (cash)</u>
10,400 - 41,600	40%	15%
41,601 and over	50%	15%

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 or 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 24 FAMILY ILLNESS LEAVE

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 the 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;
- 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 25 JURY DUTY

Employees working swing or graveyard shifts may be reassigned to the day shift for the duration of their jury duty and shall be entitled to paid release time pursuant to Section 7013 of the County Personnel Rules, "Jury Duty," to wit:

Every employee shall be entitled to leave from his/her regular County duties without loss of wages, vacation time, sick leave or other employee benefits for the purpose of responding to a regularly summoned jury duty or as a non-party witness, provided he/she meets the following conditions:

- a. He/she notified the department head immediately upon receipt of a summons to appear.
- b. Immediately upon being excused from the summons for jury duty or as a witness, he/she returns to the performance of his/her duties.
- c. He/she claims and endorses over to the department all compensation, other than mileage allowance, which was received by virtue of his/her service on jury duty or as a witness.

ARTICLE 26 UNIFORM ALLOWANCE

- 1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Initial uniform allowance paid to new 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. The annual allowance amounts are as follows:

	2013 2021
Sheriff's Deputies	\$850 950
Sheriff's Deputies – Canine	\$875 975
DA Investigators	\$550 650

3. The County agrees to reimburse for one-half the cost of uniforms that are damaged during duty hours or while stored at a County facility, providing that the employee made a reasonable effort to safeguard the uniform. Reimbursement will be based upon the replacement value of the item, based upon its current cost. Such reimbursement shall be made within thirty (30) days from the date of submission of the claim by the employee and related required reports to the Department.
4. 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).

ARTICLE 27 BODY ARMOR

1. The District Attorney and Sheriff's Department shall establish a policy related to body armor which includes mandatory wear provisions.
2. The County will supply body armor to all employees in the bargaining unit every five years as follows:

The District Attorney and Sheriff's Department procedure is to reimburse the employee in an amount equal to no more than the average cost of vests, as determined by the Sheriff or designee, which meet the following criteria: Level III, wrap around, fitted, with trauma plate and removable cover. After the Sheriff or designee surveys the cost of purchasing a Level III vest (normally in January for budget purposes), the Sheriff shall then set the dollar amount(s) of reimbursement. Employees may purchase vests of a higher grade, but must pay the difference in cost.

ARTICLE 28 EDUCATION INCENTIVE PAY

1. Sheriff and District Attorney employees possessing valid, current P.O.S.T. Supervisory Certification shall be entitled to receive compensation in the amount of \$150.00 per month (\$69.23 per pay period). Eligible employees must submit appropriate certification to the department prior to payment authorization.
2. Sheriff and District Attorney employees possessing valid, current P.O.S.T. Advanced Certification shall be entitled to receive compensation in the amount of \$125.00 per month (\$57.69 per pay period). Eligible employees must submit appropriate certification to the department head prior to payment authorization. Employees receiving compensation for P.O.S.T. Supervisory Certification shall not be entitled to receive compensation for Advanced Certification.
3. Sheriff and District Attorney employees possessing valid, current P.O.S.T. Intermediate Certification shall be entitled to receive compensation in the amount of \$100.00 per month (\$46.15 per pay period). Eligible employees must submit appropriate certification to the department head prior to payment authorization. Employees receiving compensation for P.O.S.T. Advanced or Supervisory Certification shall not be entitled to receive compensation for Intermediate Certification.

ARTICLE 29 PERSONAL PROPERTY REIMBURSEMENT

Upon approval of the Department Head, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches or other articles necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty or stolen from County facilities provided the employee was not at fault or contributorily negligent. If items are damaged beyond repair, the actual value of such may be paid. The value of such items shall be determined as of the time of damage thereto. The County Department Head shall establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall be authorized for repair or replacement of items or personal property used on County business unless they have more than minor value and are listed on an inventory of such items which has received certification by the Department Head that said items are necessary for the conduct of County business.

ARTICLE 30 LAYOFF

Sections 12045 and 12046 of the County Personnel Rules relating to the Order of Layoff are amended to provide that employees in the bargaining unit with overall performance evaluations of less than standard will be laid off first in the inverse order of their seniority in rank.

Employees laid off on the basis of performance evaluation will have the right to displace an employee in the next lower rank with less seniority in that rank. Employees with overall performance evaluations of standard or above will be laid off next in the inverse order of their seniority in rank.

In cases of a seniority tie, prior service time as a sworn (DSA) peace officer in the department affected shall be used to further determine seniority.

ARTICLE 31 LABOR/MANAGEMENT COMMITTEE

The County and the Association agree that it is beneficial to maintain positive communications. Therefore, the parties have established an informal labor/management committee. Either party may request a meeting. A meeting will be scheduled if both parties agree that meeting is appropriate. Meetings shall continue as long as the meetings are deemed mutually beneficial by both parties.

ARTICLE 32 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 bilingual skills are used on a regular basis to perform their duties, communicate with the public and to translate for other employees. Employees shall be required to pass a department selected bilingual verbal proficiency examination.

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, includes the use of advanced bilingual skills, and the employee has passed the corresponding County selected bilingual proficiency examination. For purposes of determining the 50% criteria, contact with the public and others contacted in the course of their duties (including monitoring, detaining and transporting) that speak the language in which the employee is bilingual shall be applied to the 50% criteria.

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 bilingual skills are being utilized as required. 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. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. Regardless of certification, all employees shall use any language skills they possess to the best of their ability. The

Sheriff/Department Head retains the right to assign employees and/or reassign employees based on organizational needs.

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 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 the employee is demoted, promoted or transferred. 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. When a part-time employee is assigned bilingual duties, the bilingual pay shall be prorated.

ARTICLE 33 DIRECT DEPOSIT OF PAYROLL CHECKS

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 34 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 14 shall advise the County on plan design and selection of providers.

ARTICLE 35 WORK SCHEDULES

1. The County and the Union agree that Deputies assigned to Patrol will be assigned to work a twelve (12) hour shift schedule for four (4) months subject to the following conditions:

- a. Meal and Coffee Breaks

- Each deputy will be allowed two (2) coffee breaks of twenty (20) minutes duration and a forty-five (45) minute meal break for each 12-hour shift. Current County and Departmental rules regarding the use of meal and coffee break time remain unchanged except as

herein stated. Meal breaks will not be taken during the first one and one-half hours or the last one and one-half hours of a shift. Supervisors may adjust coffee breaks and meal breaks during a shift.

b. Overtime

Overtime shall be computed at a rate equal to one and one-half (1 ½) times the employee's hourly rate for authorized hours worked in excess of twelve (12) hours in a workday or eighty (80) hours in a bi-weekly pay period. A bi-weekly pay period is defined as fourteen (14) consecutive days. For the purpose of computing time worked under this article paid leave time shall be computed as time worked.

c. Shift Hours

Initially shift assignments shall be from 0500 hours to 1700 hours and from 1700 hours to 0500 hours. The Sheriff may, after consulting with the DSA, adjust these shift assignment hours to provide sufficient shift coverage during peak demand hours.

d. Holiday/Vacation/Sick Leave Accrual and Use

Existing accrual rates for vacation, sick leave, and holidays contained in MOU articles 16, 18, and 19 shall remain unchanged. The rules regulating the use of any such paid leave time on an hour-for-hour basis shall remain unchanged.

2. Sworn Deputies, Senior Deputies, K9 Deputies and Sergeants may sign-up for work shifts and beat assignments based on their seniority in their current rank once every four (4) months. Newly hired Deputy Sheriff's will be assigned at Sheriff's (or designee) discretion, upon completion of FTO. Lateral deputies will sign up based on seniority if completion of FTO is anticipated prior to shift change. Any deputy sheriff member subject to shift rotation on 4850 time off at time of shift sign-up will be assigned when cleared for full duty by the Sheriff or his/her designee.
3. Notwithstanding any of the herein above provisions, at the start of any shift rotation period the Sheriff at his/her sole discretion reserves the right to discontinue the twelve (12) hour shift and to make patrol shift assignments on an eight (8) hour shift basis. In such even the Sheriff shall give the Union and its members at least seven (7) calendar days notice prior to reverting back to an eight (8) hour shift in patrol.

ARTICLE 36 ADMINISTRATIVE APPEAL PROCEDURE (See Appendix B)

ARTICLE 37 TERM OF AGREEMENT

Except where otherwise specifically stated herein, this agreement shall be effective for the period of July 1, 2021 through June 30, 2023.

~~Except where otherwise specifically stated herein, this agreement shall be effective the first full pay period following ratification and approval of the Board through June 30, 2021.~~

~~The parties agree that either party may request to reopen this agreement at any time before June 30, 2021. The parties shall meet within two (2) weeks of a request to meet and confer by either party.~~

~~The parties agree to start negotiations on a successor MOU in November 2020.~~

ARTICLE 38 RECOMMENDATION

The undersigned representatives of Kings County and the Kings County Deputy Sheriffs' Association, having met and conferred in good faith, have reached agreement on the items contained herein.

FOR THE ASSOCIATION:

Nate Ferrier
President

Cole Souza
Vice-President

FOR THE COUNTY:

Henie Ring, _____ Date _____
Human Resources Director

Carolyn Leist, _____ Date
Principal Personnel Analyst

APPENDIX A
Side Letters

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
March 10, 1999

SUBJECT: District Attorney's Office - Alternative Schedule

The parties hereto agree that the District Attorney may implement a four-day, ten-hour work week for the District Attorney Investigator employees in the Investigations Unit of the District Attorney's Office. The essential points are as follows:

1. The change in working hours will begin on March 22, 1999 on a trial basis.
2. The modified shift schedule will be reviewed in July, 1999, to evaluate its effectiveness.
3. The District Attorney may end this 4/10 program at his sole discretion, without further obligation to meet and confer.
4. As holidays are eight hours (four hours for half-day holidays), staff may use vacation time, work the difference in hours within the holiday week or use unpaid time when a holiday falls on a regularly scheduled day.
5. Overtime will be paid on the basis of hours worked in excess of 10 in a day or 40 in a week except where the employee and the department agree to an altered schedule of up to 12 hours in a day to make up a difference in hours during a holiday week.

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
September 27, 1995

SUBJECT: Vehicle Assignment Program

The parties hereto agree that the Sheriff may implement the attached management Vehicle Assignment Program with the understanding that the Sheriff may end this program at his sole discretion.

The County acknowledges that assigned vehicles may be used to drive to and from assigned training provided the deputy is dressed in appropriate civilian attire. During the life of this program the Call Back pay portion of the Memorandum of Understanding is amended to provide that deputies with assigned vehicles are not entitled to receive the three-hour Call Back guarantee when ordered to perform work during their commute to and from work. Such deputies so ordered will be paid for actual time worked for duties performed driving to work and for actual time worked commencing with the end of the shift until the duties to be performed are completed. The three-hour Call Back rate will apply if a deputy is called back to work after the deputy has arrived at home.

During the life of this program the parties will meet as needed to discuss issues relating to the management of this program. It is agreed and understood that the Sheriff or his designee may issue administrative regulations to provide procedures for a systematic approach to operating issues.

Attachment to September 27, 1995 Vehicle Assignment Program Letter of Agreement

KINGS COUNTY SHERIFF'S OFFICE

VEHICLE ASSIGNMENT PROGRAM

- The individual assignment of patrol vehicles to Deputies is a management program intended to reduce fleet costs.
- Patrol vehicles will be assigned to individual Deputies.
 - Deputies that live in Kings County will be allowed to drive their assigned vehicles home.
 - Deputies that do not live in Kings County will park their assigned vehicle at a Kings County Sheriff's Office facility.
- Deputies will be responsible for insuring maintenance and proper care (including cleaning) of the vehicles as they would any piece of equipment issued to them.
- Be dressed in uniform or dressed in appropriate civilian attire for Court appearance.
- Participation in this program is a privilege - not a benefit.
- Driving the vehicle to and from work is a privilege and Deputies are not to be compensated for this commute time.
- Deputies encountering situations requiring action as a law enforcement officer during their commute to or from work will:
 1. Follow Department procedures.
 2. Notify the on-duty supervisor of the situation as soon as feasible.
 3. Write a miscellaneous or crime report on all enforcement activities.
- Deputies will be compensated for actual time (at time and one half) for duties performed during these contacts. The time will not be at a Call Back rate.
- The program will be phased in over an approximate three year period if the program is approved by B.O.S. and proves to be cost effective.
- Phase I will entail the assignment of eight vehicles for a feasibility study. The study will compare costs of assigned vehicles to line vehicles, a report will be generated with results at the end of this study (approximately 9 to 12 months).
- Full implementation of the program will be contingent on test results indicating cost effectiveness.
- Assignment of vehicles during the feasibility study and the phase-in period is a management prerogative.
- Only Sheriff's Office employees will be allowed to ride along in assigned vehicles. The only exception to this would be ride along approvals.

**SIDE LETTER BETWEEN COUNTY OF KINGS (COUNTY) AND
THE DEPUTY SHERIFF ASSOCIATION (DSA)
June 25, 2014**

For purposes of DSA related recruitments, the County and DSA hereby agree departmental promotional lists may be extended for up to six months even if the list has already been established.

The County and DSA hereby agree to amend the Kings County Personnel Rules Chapter 4 "Selection Process", Section 4012.1 "Departmental Promotional Recruitment-Employment Lists" as follows:

4012 Types of Recruitment - Employment Lists

The type of recruitment to be conducted for a given job classification is dependent upon the location and level of the vacancy. The Personnel Department determines after consultation with the department involved, where appropriate, which type of recruitment will be conducted and employment lists created, based on the guidelines described below:

4012.1 Departmental Promotional Recruitment-Employment Lists

This type of recruitment may be conducted to fill promotional vacancies above the working or experienced level in a class series which exists in only one department. The applicant group is limited to employees in the classified service who are employed by the department requesting to fill a vacancy and who meet the minimum qualifications specified on the announcement.

The Department Promotional employment list resulting from the examination is a list in rank order of final scores. ~~Such list is established for a duration of six months provided that the Director may designate a longer duration up to one year.~~ Such lists are established for a duration of six months. They may be extended for a like period.

4012.2 General Promotional Recruitment - Employment Lists

This type of recruitment may be conducted to fill promotional vacancies above the working or experienced level in a class series. The applicant group is limited to employees in the classified service who meet the minimum qualifications specified on the announcement.

The Promotional employment list resulting from the examination is a list of rank order of final scores. Promotional employment lists are established for a duration of six months. They may be extended for a like period.

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.

DSA:

COUNTY:

Original signatures kept on file

Original signatures kept on file

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
April 2015

The County and the POA agree that a 1/10th of an hour rounding rule shall be applied to timekeeping processes for all hourly employees. Therefore the County and the POA 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

**LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA)
January 13, 2017**

This is to confirm that the Kings County Deputy Sheriff's Association (DSA) 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.

Kings County Deputy Sheriff's Association (DSA) 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.

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.

Understood and agreed to:

FOR THE DSA:

FOR THE COUNTY:

Original Signatures kept on file

Original signatures kept on file

H:MOU/LOA/DSA 17-01

APPENDIX B
ADMINISTRATIVE APPEAL PROCEDURE
DEPUTY SHERIFFS' ASSOCIATION

Administrative Appeal Procedure

Appeals of Written Reprimands of Public Safety Officers and Firefighters

A written reprimand is not appealable unless appeal rights are required by law. Pursuant to Government Code Sections 3254(b) and 3304(b), an employee serving as a public safety officer or firefighter who receives a written reprimand shall be entitled to an administrative appeal of the reprimand if they have successfully completed their probationary period. The local rules governing such appeals are as follows:

Appeal of Written Reprimands

Employees must notify their department head in writing of their demand for an administrative appeal within five business days after service of the reprimand. Failure to make a timely written request shall result in the forfeiture of the employee's right to an appeal. Employees shall not be entitled to appeal the reprimand prior to service of the reprimand.

Hearing Officer

The employee's department head or the department head's designee shall serve as the hearing officer for the appeal. No person, including the department head, may sit as a hearing officer if they initiated or actively participated in the decision to issue the written reprimand.

The Hearing

Strict rules of evidence do not apply; the hearing officer may rely on any information produced at the hearing that a reasonable person may consider in making an informed decision.

The individual issuing the reprimand shall have the burden to establish by a preponderance of the evidence that the reprimand was appropriate and reasonable under the circumstances.

The parties may present evidence through documents and testify on their own behalf.

The parties shall not be entitled to confront and cross-examine witnesses.

The proceeding may be recorded at the request of either party.

Employees may be represented by a personal representative or attorney of his or her choice. All costs associated with such representation shall be borne by the employee.

The rules contained herein are the minimum requirements for such hearings. However, the parties may mutually agree at any time prior to the commencement of the hearing to waive any requirements set forth in these rules.

The Decision

Within thirty working days of the hearing, or as otherwise agreed to by the parties, the hearing officer shall issue a written statement of decision and state the evidence relied upon and the basis for the determination.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
July 1, 2021 – June 30, 2023

MEMORANDUM OF UNDERSTANDING – DEPUTY SHERIFFS’ ASSOCIATION

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ARTICLE 1 PREAMBLE

Pursuant to the Meyers-Milias-Brown Act, this Memorandum of Understanding has been entered into by Kings County, hereinafter referred to as the "County," and the Kings County Deputy Sheriffs' Association, hereinafter referred to as the "Association." The purpose of this Memorandum of Understanding is the promotion of harmonious relations between the County and the Association, the establishment of equitable procedures for the peaceful resolution of differences and the establishment of the entire and complete agreement covering the rates of compensation, hours of work and all other conditions of employment to be observed by the parties.

ARTICLE 2 RECOGNITION

The County hereby recognizes the Association as the sole and exclusive bargaining representative for all regular, permanent employees within the bargaining unit consisting of the following classifications:

Chief Civil Deputy Sheriff
Chief Deputy Coroner/Public Administrator
Deputy Sheriff I/II
Deputy Sheriff Bailiff
Senior Deputy Sheriff
Senior District Attorney Investigator
Sheriff's Sergeant
District Attorney Investigator I/II

ARTICLE 3 MAINTENANCE OF BENEFITS

The parties agree that wages, hours and terms and conditions of employment as provided by ordinance, rule, regulation or policy, or previously adopted Memoranda of Understanding which are in existence at the commencement of this Agreement, and not otherwise modified by this Agreement, shall not be diminished, lessened or reduced for the duration of this Agreement except as provided in Article 4, Section 2.

ARTICLE 4 SCOPE OF AGREEMENT

1. The Association and the County agree that during the negotiations which 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 Agreement represents a full and complete understanding and agreement of the parties on all issues between the Association and the County.
2. This Agreement supersedes all previous Memoranda of Understanding or Agreements between the Association and the County. Specifically, all previous side letter agreements between the Association and the County

prior to this Agreement are either incorporated into and/or attached to this Agreement as Appendix A, or are otherwise obsolete and no longer operable. It is understood 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 may be accomplished otherwise as provided by law.

ARTICLE 5 SEPARABILITY CLAUSE

It is agreed by the parties to this Agreement that for the term of this Agreement, any conflict between any section or part thereof of this Agreement and any County or Department rule, regulation, ordinance, code, resolution, procedure or practice existing as of the date of the Agreement or adopted thereafter, shall be resolved in favor of the provisions contained in this Agreement.

ARTICLE 6 SAVINGS CLAUSE

If any article or section of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event of invalidation of any article or section, the County and the Association agree to meet and confer within 30 days.

ARTICLE 7 ASSOCIATION RIGHTS

Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and County policies, rules and regulations. Association rights shall include:

- a. The right to represent its members before the Board of Supervisors or advisory boards or commissions with regard to wages, hours and working conditions or other matters within the scope of representation, subject to the provisions of applicable Federal, State or County laws and regulations.
- b. The right to be given reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation.
- c. The right to a reasonable amount of time during regular working hours to represent its members before the Board of Supervisors or their representatives when formally meeting and conferring on matters within the scope of representation, or any other activities that the parties agree.
- d. The right to payroll deductions made for payment of organizational dues and for programs agreed upon as a result of the meet and confer process.

- e. The right to the use of designated bulletin boards by the Association in each building or facility where Association employees are assigned.
- f. The use of County facilities for Association activities providing that appropriate advance arrangements are made. The granting of such use may be conditioned on appropriate charges to offset the cost of such use.
- g. The Board of Supervisors or its designated representative making copies of their meeting agenda available.
- h. Reasonable access to employee work locations for officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the Department or with established safety or security requirements.
- i. There shall be no discrimination against any employee or applicant for employment by the County because of participation in legitimate Association activities.
- j. The Association shall have right to utilize County duplicating equipment, at a cost not to exceed that charged County Departments and under the same conditions imposed upon County Departments, and to utilize the County inter-office mail system for the conduct of Association business.
- k. Designated representatives of the Association shall be entitled to use up to one hundred forty (140) hours per calendar year of release time for legitimate Association business. Use of the release time shall be subject to advance notice and shall not interfere with the efficiency, safety and security of County operations. Hours do not carry over into the following year. Approval shall not be unreasonably denied.

ARTICLE 8 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 and assign work.
- d. To establish, modify or change work standards.

- e. To direct the working forces, including the right to hire, assign or promote 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 working force.
- 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 or equipment.
- m. To determine safety, health and property protection measures.
- n. To transfer work from one job to another or from one plant or unit to another.
- o. To introduce new, improved or different methods of operations or to change existing methods.
- p. To lay off employees from duty for lack of work or lack of funds.
- q. To reprimand, suspend, discharge or otherwise discipline employees for just cause.
- r. To establish, modify, determine, or eliminate job classifications.
- s. To promulgate, modify and enforce work and safety rules and regulations.
- t. To take such other and further action consistent with this Agreement 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.
- u. To contract or subcontract construction, services, maintenance, distribution or any other work with outside public or private entities.
- v. The Association expressly and specifically agrees that except to the extent that the County rights are expressly limited by the terms of this Agreement, the Association waives any and all of its rights to meet and confer on any of the County rights. If the exercise of these rights directly affects wages, hours or terms and conditions of employment, the County will meet and confer on the effects of its actions. The Association agrees that the County

may first exercise its rights before meeting and conferring on the effects of the exercise of its rights. The agreement to meet and confer over the effect of the exercising of a County right shall not in any way impair the right of the County to exercise and implement any of its rights.

ARTICLE 9 NO STRIKE-NO LOCKOUT

1. During the term of this Agreement, the Association, its officers, agents and members agree that they shall neither engage in nor encourage, nor will any of its members or representatives take part in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work.
2. If an employee participates in any manner in any strike, work stoppage, slowdown, sick-out or other concerted refusal to work or participates in any manner in any picketing or impediment to work in support of any such strike, work stoppage, slowdown, sick-out or other concerted refusal to work or induces other employees of the County to engage in such activities, such employee shall be subject to discharge by the County.
3. In the event the Association calls, engages in, encourages, assists or condones in any manner, any strike, work stoppage, slowdown, sick-out or other concerted refusal to work by employees of the County or any picketing or work impediment in support thereof, or any other form of interference with or limitation of the peaceful performance of County services, the Association agrees that the County, in addition to any other lawful remedies of disciplinary actions available to it, may suspend any and all of the rights and privileges accorded the Association under any ordinance, resolution, rules or procedures of the County, including, but not limited to, the suspension of recognition of the Association and the use of the County bulletin boards and facilities.
4. Any employee violating the obligations of this article may be disciplined or discharged by the County without recourse to the appeals procedure except as to the question of whether the employee participated in the prohibited conduct.
5. The County shall not lock-out employees.
6. Nothing in this article is intended to diminish civil rights and due process as required by law.

ARTICLE 10 GRIEVANCE PROCEDURE

1. As outlined in the County Personnel Rules, this article deals with the County's grievance procedure 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.

2. Purpose

A mutual obligation exists between administrative, supervisory and non-supervisory employees of the County to provide efficient and continuous service 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.

3. Explanation of Rules

- a. 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.
- b. 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 the filing of the grievance will not result in reprisal of any nature.
- c. 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 1 of the grievance procedure. This representation may commence when the grievance is presented in writing to the immediate supervisor's superior, as provided in Step 2 of the grievance procedure.
- d. 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.
- e. Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion 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.
- f. Failure of the aggrieved employee to file an appeal within the prescribed time limit for any step shall constitute abandonment of the grievance. County management personnel involved shall abide by prescribed time limits.
- g. 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.

- h. 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.
- i. The parties may mutually agree to waive any step of the grievance procedure.

4. Definitions

These definitions are related to the grievance procedure only and shall be superseded in all other cases by the Definitions Section of the County Personnel Rules.

- a. Employee - An individual occupying a position allocated by the Board of Supervisors as a part of the regular staffing of the department.
- b. Immediate Supervisor - The individual who assigns, reviews, or directs the work of an employee.
- c. Superior - The individual to whom an immediate supervisor reports.
- d. Representative - The person selected by the employee to appear along with him/her in the presentation of his/her grievance.
- e. Department Head - The administrative head of the department involved.
- f. 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 deviation from a policy; or, the misinterpretation of a policy; or, the misinterpretation or misapplication of a statute, ordinance, or resolution of the Board of Supervisors relating to the employment of the individual.

5. Procedural Steps

Step 1

When an employee has a grievable matter, he/she should discuss the matter informally with the immediate supervisor. Initial discussion should be sought by the employee not later than five (5) 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 the formal grievance procedure do not restrict the employee and

supervisor from seeking advice and counsel from superiors and department heads when mutually consented to by the employee and supervisor and/or it appears that settlement can be reached at this informal level.

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.

Step 3

If the written decision of the superior is unsatisfactory to the employee, the employee may request the grievance to 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.

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 Personnel Appeals Board for review (see Chapter 1 of the County Personnel Rules). A hearing shall be scheduled within thirty (30) working days from the filing of the appeal unless extended for good cause.

6. Personnel Appeals Board

For reference purposes, Section 1020 of the County Personnel Rules reads:

The Board shall be composed of the following three (3) members appointed by the Board of Supervisors biennially:

County Member - The Chairman of the Board of Supervisors shall nominate a County Member who shall serve on appeal hearings.

Employee Member - Each recognized bargaining unit shall nominate a member who shall serve when the appellant is represented by that unit.

Consensus Member - The third member shall be a Consensus Member nominated by the unanimous consent of the County Member and the Employee Member of the affected unit. The Consensus Member shall serve on all appeal hearings.

7. Grievances - Confidential

All grievances shall be treated as confidential and no publicity will be given until the final resolution of the grievance.

ARTICLE 11 ASSOCIATION REPRESENTATIVES

Designated representatives shall be provided a reasonable amount of time to investigate and present grievances. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After requesting time off from his/her immediate supervisor as far in advance as reasonably possible, the representative shall be permitted to leave the regular work site to deal with grievance matters. Permission for such use of work time may be denied for legitimate operating reasons, but shall not be unreasonably denied.

ARTICLE 12 OVERTIME

1. All employees shall receive FLSA overtime consistent with existing law.
2. For law enforcement personnel authorized overtime hours worked in excess of 80 in a 14-day work period shall be computed at a rate equal to one and one-half (1 and 1/2) times the employee's regular hourly rate.
3. 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.
4. 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. However, if an employee is assigned to work an approved alternate work-shift such as 10 or 12-hour shifts, the employee will only receive time and one-half for work performed in excess of the alternate shift. A workday is defined as a 24-hour period.
5. It is specifically understood that overtime does not apply to unauthorized hours of work or standby time.
6. 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 Sheriff or his designee.
7. Section 10-11 of the County Policy and Procedures Manual governing work beyond the normal work week (overtime) is amended for employees covered by this Agreement to reflect an increase in the maximum accumulation of compensatory time off to eighty (80) hours.

ARTICLE 13 CALL BACK/COURT TIME

1. Employees who are called back to work after having completed the normal shift, after having left the work site, shall be entitled to receive a minimum of three (3) hours at the overtime rate.
2. Any employee called in early to work directly prior (contiguous) to their shift with less notice than eight hours prior to the start of their regular shift shall be entitled to receive a minimum of three (3) hours at the overtime rate.
3. Minimum "call-back" shall not apply to overtime which is contiguous to the employee's regular shift or to overtime for required shooting range practice or qualifications, special meetings, training sessions or other special events scheduled at least twenty-four (24) hours in advance. Employees required to respond to special events that are scheduled at least twenty-four (24) hours in advance shall receive a minimum of two (2) hours at the overtime rate or the actual time spent at the event, whichever is greater.

For employees with take home vehicles, minimum "call back" also will not apply when ordered to perform work during their commute to and from work. Such deputies will be paid for actual time worked for duties performed driving to work and for actual time worked commencing with the end of the shift until the duties to be performed are completed. Minimum "call back" will apply if a deputy is called back to work after the deputy has arrived at home.

4. Minimum "call-back" shall not apply to overtime which is required for physical examinations or portions thereof. Employees shall be compensated at the overtime rate for actual time spent in the physical exam.
5. Any employee who is subpoenaed to appear in court on that employee's time off and reports to court shall receive a minimum of three (3) hours pay at the overtime rate or shall receive pay for the actual time spent in court at the overtime rate, whichever is greater.
6. Minimum "call-back" shall not apply to overtime which is for voluntary coroner duty. Employees who have volunteered and are called in for coroner duty shall be entitled to receive a minimum of two (2) hours at the overtime rate or the actual time worked, whichever is greater.
7. 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 14 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 2021-15) 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 Only ⁽¹⁾	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.

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.

- B) The County and Association agree that meet and confer discussions regarding the structure of the medical/dental/optical insurance coverage 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 as well as 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 is set in this Article above.

ARTICLE 15 SALARY

All employees in classifications covered by this Agreement (see Article 2- RECOGNITION) shall receive a 4.0 range (approximately 4%) salary increase effective July 12, 2021 (PP21-15) or upon ratification, whichever is later. In the second year of this agreement (FY22-23), all employees in classifications covered by this Agreement (see Article 2- RECOGNITION) shall receive a 3.0 range (approximately 3%) salary increase effective July 11, 2022 (PP22-15).

ARTICLE 16 RETIREMENT

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). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS. 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, 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; Military Service Credit; and, 1959 Survivor benefit Level 4.

ARTICLE 17 STANDBY PAY

Employees specifically assigned to standby status by the Department shall receive \$2.00 for each hour so assigned. Standby time shall be defined as that time, other than the regular duty shift, during which an employee is required to remain available for call and ready for duty. Standby assignments shall be made for a minimum of eight (8) hours in any 24-hour period.

ARTICLE 18 DIVE PAY

When the Department authorizes qualified individuals to function as a Dive Team on official Department business, they shall receive ten dollars (\$10.00) per hour in addition to their regular rate for such time as a team member is actually in the water performing Dive Team duties. Dive pay is further restricted by the following conditions:

- a. All members for the Dive Team shall be certified divers and shall have their certification or a copy thereof on file with the Department.
- b. Time shall be logged by the officer in charge of the operations. For pay purposes, time shall be recorded to the nearest whole hour, but actual time shall be logged.
- c. The dive pay shall consist of ten dollars (\$10.00) in addition to the wage the person would otherwise receive. In the case of overtime or call back, there will be no pyramiding effect--that is, the ten dollars (\$10.00) will be added to the overtime rate and shall apply only to actual time in the water, not the three (3) hour minimum.

ARTICLE 19 MOUNTED PATROL / CANINE PAY

1. When the Department authorizes qualified individuals to function as a canine officer, they shall be paid an additional four hours straight time per week, in addition to their regular pay, for such time as the canine officer is actually assigned a dog to care for. This additional pay is to compensate the officer for time spent feeding and caring for the dog.
2. When the Department authorizes Deputies to function as a rider in the Mounted Enforcement Unit (MEU), they shall be paid an additional four (4) hours straight time per week for such time as the Deputy is actually assigned a horse to care for. This additional pay is to compensate the Deputy for time spent feeding and caring for the horse.

ARTICLE 20 SPECIALTY PAY

Upon request of the Sheriff, the Director of Human Resources may authorize specialty pay in the form of a temporary salary upgrade for Deputy Sheriff II's assigned by the Department to an allocated NTF (Narcotics Task Force) or JSO (Juvenile Services Officer) position. The salary upgrade shall be computed as though the employee were receiving a promotion to Senior Deputy; there are no property rights to the assignment; and, the employee will return to Deputy Sheriff II pay upon reassignment. The employee must sign a statement indicating an understanding of these facts prior to the effective date of the specialty pay.

Merit System status and classification title for employees receiving a special salary upgrade shall remain unchanged. Upon reassignment from the position the special salary upgrade shall be terminated and the employee shall be returned to the salary of his/her own permanent position (Deputy Sheriff II) to which he/she would have been entitled if the upgrading had not occurred. Reassignment by the appointing authority from an NTF or JSO assignment shall not be considered as a demotion or loss of pay and shall not be subject to the grievance or appeal process.

Special assignment pay shall be paid (5 ranges, which is approximately 5% base wage increase) to Deputy Sheriff II (or below) incumbents who are assigned as Field Training Officers (FTO's) by the Sheriff or his/her designee. This specialty pay shall be provided only for actual hours worked conducting training as an FTO. The Sheriff or his/her designee has the exclusive right and discretion to assign or remove individuals from this specialty assignment.

ARTICLE 21 HOLIDAYS

1. The days established as holidays are:
 - January 1, New Year's Day
 - 3rd Monday in January, Martin Luther King Day
 - 3rd Monday in February, Presidents Day

- Last Monday in May, Memorial Day
 - July 4, Independence Day
 - 1st Monday in September, Labor Day
 - November 11, Veterans' Day
 - The day designated as Thanksgiving Day
 - The day following Thanksgiving Day
 - The working day before the day observed as Christmas Day, from 12:00 noon to 5:00 p.m.
 - December 25, Christmas Day
 - The working day before the day observed as New Year's Day, from 12:00 noon to 5:00 p.m.
 - Such other days as the Board of Supervisors may determine by resolution.
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 upon 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 work week other than Monday through Friday, on a day which is a holiday for employees working a regularly scheduled work week of Monday through Friday, shall be compensated for the holiday at the employee's regular rate of pay in addition to the employee's regular compensation 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 Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
 5. 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.
 6. Part-time employees shall be credited with holiday pay in the same ratio that their regular part-time service bears to regular full-time services.
 7. Notwithstanding anything in this article to the contrary, extra help employees shall not be entitled to paid holidays.
 8. All full-time regular employees in the bargaining unit who are required to perform shift work will receive eight (8) hours pay for each of the eleven (11) holidays listed in the County's holiday policy in lieu of a day off. Payment will be made on the payday for the pay period in which the holiday occurs.
 9. In order to qualify for holiday pay, the employee must have been on the payroll in a full-time permanent or probationary capacity and in paid status for the entire week in which the holiday was observed.

ARTICLE 22 VACATION AND COMPENSATORY TIME OFF

1. The County Personnel Rules which pertain to vacation entitlement (Section 7011.1) and vacation carry over limits (Section 7011.2) shall be amended or deleted to be consistent with the following provision:
 - a. 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) until the employee reaches one of the following accrued hours of vacation limits:

<u>Hours of Actual Service</u>	<u>Maximum Vacation Accumulation Limits</u>
0 to 10,400 hours	192 hours
10,401 to 31,200 hours	240 hours
31,201 hours and over	320 hours
 - b. 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.
2. When requesting time off, the employee may elect to use either accrued compensatory time or accrued vacation. The maximum amount of accrued compensatory time shall not exceed 80 hours.

ARTICLE 23 RETIREE HEALTH BENEFIT

This article does not apply for employees who elect the PERS service credit.

- a) Employees hired after January 1, 1999, will accrue sick leave as follows:

<u>Service Hours</u>	<u>Proposed Hours (days) Earned</u>
0 - 10,400	80 (10 days)
10,401 - 20,800	88 (11 days)
20,801 and over	96 (12 days)

Employees hired after January 1, 1999, are eligible for retiree health if the following four eligibility requirements are met: (1) they have 5 years of credited service (based on CalPERS vested retirement requirements); (2) are currently enrolled in the County's Health insurance; (3) are age 50 or older; and (4) and retire in good standing at the time of their separation from Kings County employment. These employees 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 (by age) 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>	<u>Percent of compensation (based on hours) Health Benefit</u>
20,801 - 41,600	40%
41,601 and over	50%

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 age 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 age 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>	<u>Percent of Compensation (Retiree Health Benefit)</u>	<u>Percent of Compensation (cash)</u>
10,400 - 41,600	40%	15%
41,601 and over	50%	15%

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 or 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 24 FAMILY ILLNESS LEAVE

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 the 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 25 JURY DUTY

Employees working swing or graveyard shifts may be reassigned to the day shift for the duration of their jury duty and shall be entitled to paid release time pursuant to Section 7013 of the County Personnel Rules, "Jury Duty," to wit:

Every employee shall be entitled to leave from his/her regular County duties without loss of wages, vacation time, sick leave or other employee benefits for the purpose of responding to a regularly summoned jury duty or as a non-party witness, provided he/she meets the following conditions:

- a. He/she notified the department head immediately upon receipt of a summons to appear.
- b. Immediately upon being excused from the summons for jury duty or as a witness, he/she returns to the performance of his/her duties.
- c. He/she claims and endorses over to the department all compensation, other than mileage allowance, which was received by virtue of his/her service on jury duty or as a witness.

ARTICLE 26 UNIFORM ALLOWANCE

1. All employees required to wear a uniform by the County shall receive a uniform allowance paid directly to the employee. Initial uniform allowance paid to new 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. The annual allowance amounts are as follows:

	<u>2021</u>
Sheriff's Deputies	\$950
Sheriff's Deputies – Canine	\$975
DA Investigators	\$650

3. The County agrees to reimburse for one-half the cost of uniforms that are damaged during duty hours or while stored at a County facility, providing that the employee made a reasonable effort to safeguard the uniform. Reimbursement will be based upon the replacement value of the item, based upon its current cost. Such reimbursement shall be made within thirty (30) days from the date of submission of the claim by the employee and related required reports to the Department.
4. 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).

ARTICLE 27 BODY ARMOR

1. The District Attorney and Sheriff's Department shall establish a policy related to body armor which includes mandatory wear provisions.
2. The County will supply body armor to all employees in the bargaining unit every five years as follows:

The District Attorney and Sheriff's Department procedure is to reimburse the employee in an amount equal to no more than the average cost of vests, as determined by the Sheriff or designee, which meet the following criteria: Level III, wrap around, fitted, with trauma plate and removable cover. After the Sheriff or designee surveys the cost of purchasing a Level III vest (normally in January for budget purposes), the Sheriff shall then set the dollar amount(s) of reimbursement. Employees may purchase vests of a higher grade, but must pay the difference in cost.

ARTICLE 28 EDUCATION INCENTIVE PAY

1. Sheriff and District Attorney employees possessing valid, current P.O.S.T. Supervisory Certification shall be entitled to receive compensation in the

amount of \$150.00 per month (\$69.23 per pay period). Eligible employees must submit appropriate certification to the department prior to payment authorization.

2. Sheriff and District Attorney employees possessing valid, current P.O.S.T. Advanced Certification shall be entitled to receive compensation in the amount of \$125.00 per month (\$57.69 per pay period). Eligible employees must submit appropriate certification to the department head prior to payment authorization. Employees receiving compensation for P.O.S.T. Supervisory Certification shall not be entitled to receive compensation for Advanced Certification.
3. Sheriff and District Attorney employees possessing valid, current P.O.S.T. Intermediate Certification shall be entitled to receive compensation in the amount of \$100.00 per month (\$46.15 per pay period). Eligible employees must submit appropriate certification to the department head prior to payment authorization. Employees receiving compensation for P.O.S.T. Advanced or Supervisory Certification shall not be entitled to receive compensation for Intermediate Certification.

ARTICLE 29 PERSONAL PROPERTY REIMBURSEMENT

Upon approval of the Department Head, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches or other articles necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty or stolen from County facilities provided the employee was not at fault or contributorily negligent. If items are damaged beyond repair, the actual value of such may be paid. The value of such items shall be determined as of the time of damage thereto. The County Department Head shall establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall be authorized for repair or replacement of items or personal property used on County business unless they have more than minor value and are listed on an inventory of such items which has received certification by the Department Head that said items are necessary for the conduct of County business.

ARTICLE 30 LAYOFF

Sections 12045 and 12046 of the County Personnel Rules relating to the Order of Layoff are amended to provide that employees in the bargaining unit with overall performance evaluations of less than standard will be laid off first in the inverse order of their seniority in rank.

Employees laid off on the basis of performance evaluation will have the right to displace an employee in the next lower rank with less seniority in that rank. Employees with

overall performance evaluations of standard or above will be laid off next in the inverse order of their seniority in rank.

In cases of a seniority tie, prior service time as a sworn (DSA) peace officer in the department affected shall be used to further determine seniority.

ARTICLE 31 LABOR/MANAGEMENT COMMITTEE

The County and the Association agree that it is beneficial to maintain positive communications. Therefore, the parties have established an informal labor/management committee. Either party may request a meeting. A meeting will be scheduled if both parties agree that meeting is appropriate. Meetings shall continue as long as the meetings are deemed mutually beneficial by both parties.

ARTICLE 32 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 bilingual skills are used on a regular basis to perform their duties, communicate with the public and to translate for other employees. Employees shall be required to pass a department selected bilingual verbal proficiency examination.

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, includes the use of advanced bilingual skills, and the employee has passed the corresponding County selected bilingual proficiency examination. For purposes of determining the 50% criteria, contact with the public and others contacted in the course of their duties (including monitoring, detaining and transporting) that speak the language in which the employee is bilingual shall be applied to the 50% criteria.

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 bilingual skills are being utilized as required. 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. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County. Regardless of certification, all employees shall use any language skills they possess to the best of their ability. The Sheriff/Department Head retains the right to assign employees and/or reassign employees based on organizational needs.

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 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 the employee is demoted, promoted or transferred. 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. When a part-time employee is assigned bilingual duties, the bilingual pay shall be prorated.

ARTICLE 33 DIRECT DEPOSIT OF PAYROLL CHECKS

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 34 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 14 shall advise the County on plan design and selection of providers.

ARTICLE 35 WORK SCHEDULES

1. The County and the Union agree that Deputies assigned to Patrol will be assigned to work a twelve (12) hour shift schedule for four (4) months subject to the following conditions:
 - a. Meal and Coffee Breaks
Each deputy will be allowed two (2) coffee breaks of twenty (20) minutes duration and a forty-five (45) minute meal break for each 12-hour shift. Current County and Departmental rules regarding the use of meal and coffee break time remain unchanged except as herein stated. Meal breaks will not be taken during the first one and one-half hours or the last one and one-half hours of a shift. Supervisors may adjust coffee breaks and meal breaks during a shift.
 - b. Overtime
Overtime shall be computed at a rate equal to one and one-half (1 ½) times the employee's hourly rate for authorized hours worked in excess of twelve (12) hours in a workday or eighty (80) hours in a bi-weekly pay period. A bi-weekly pay period is defined as fourteen (14)

consecutive days. For the purpose of computing time worked under this article paid leave time shall be computed as time worked.

c. Shift Hours

Initially shift assignments shall be from 0500 hours to 1700 hours and from 1700 hours to 0500 hours. The Sheriff may, after consulting with the DSA, adjust these shift assignment hours to provide sufficient shift coverage during peak demand hours.

d. Holiday/Vacation/Sick Leave Accrual and Use

Existing accrual rates for vacation, sick leave, and holidays contained in MOU articles 16, 18, and 19 shall remain unchanged. The rules regulating the use of any such paid leave time on an hour-for-hour basis shall remain unchanged.

2. Sworn Deputies, Senior Deputies, K9 Deputies and Sergeants may sign-up for work shifts and beat assignments based on their seniority in their current rank once every four (4) months. Newly hired Deputy Sheriff's will be assigned at Sheriff's (or designee) discretion, upon completion of FTO. Lateral deputies will sign up based on seniority if completion of FTO is anticipated prior to shift change. Any deputy sheriff member subject to shift rotation on 4850 time off at time of shift sign-up will be assigned when cleared for full duty by the Sheriff or his/her designee.
3. Notwithstanding any of the herein above provisions, at the start of any shift rotation period the Sheriff at his/her sole discretion reserves the right to discontinue the twelve (12) hour shift and to make patrol shift assignments on an eight (8) hour shift basis. In such even the Sheriff shall give the Union and its members at least seven (7) calendar days notice prior to reverting back to an eight (8) hour shift in patrol.

ARTICLE 36 ADMINISTRATIVE APPEAL PROCEDURE (See Appendix B)

ARTICLE 37 TERM OF AGREEMENT

Except where otherwise specifically stated herein, this agreement shall be effective for the period of July 1, 2021 through June 30, 2023.

ARTICLE 38 RECOMMENDATION

The undersigned representatives of Kings County and the Kings County Deputy Sheriffs' Association, having met and conferred in good faith, have reached agreement on the items contained herein.

FOR THE ASSOCIATION:

Nate Ferrier, President

Cole Souza, Vice President

FOR THE COUNTY:

Henie Ring, Human Resources Director

Carolyn Leist, Principal Personnel Analyst

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APPENDIX A
Side Letters

LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
March 10, 1999

SUBJECT: District Attorney's Office - Alternative Schedule

The parties hereto agree that the District Attorney may implement a four-day, ten-hour work week for the District Attorney Investigator employees in the Investigations Unit of the District Attorney's Office. The essential points are as follows:

1. The change in working hours will begin on March 22, 1999 on a trial basis.
2. The modified shift schedule will be reviewed in July, 1999, to evaluate its effectiveness.
3. The District Attorney may end this 4/10 program at his sole discretion, without further obligation to meet and confer.
4. As holidays are eight hours (four hours for half-day holidays), staff may use vacation time, work the difference in hours within the holiday week or use unpaid time when a holiday falls on a regularly scheduled day.
5. Overtime will be paid on the basis of hours worked in excess of 10 in a day or 40 in a week except where the employee and the department agree to an altered schedule of up to 12 hours in a day to make up a difference in hours during a holiday week.

**LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
September 27, 1995**

SUBJECT: Vehicle Assignment Program

The parties hereto agree that the Sheriff may implement the attached management Vehicle Assignment Program with the understanding that the Sheriff may end this program at his sole discretion.

The County acknowledges that assigned vehicles may be used to drive to and from assigned training provided the deputy is dressed in appropriate civilian attire. During the life of this program the Call Back pay portion of the Memorandum of Understanding is amended to provide that deputies with assigned vehicles are not entitled to receive the three-hour Call Back guarantee when ordered to perform work during their commute to and from work. Such deputies so ordered will be paid for actual time worked for duties performed driving to work and for actual time worked commencing with the end of the shift until the duties to be performed are completed. The three-hour Call Back rate will apply if a deputy is called back to work after the deputy has arrived at home.

During the life of this program the parties will meet as needed to discuss issues relating to the management of this program. It is agreed and understood that the Sheriff or his designee may issue administrative regulations to provide procedures for a systematic approach to operating issues.

Attachment to September 27, 1995 Vehicle Assignment Program Letter of Agreement

KINGS COUNTY SHERIFF'S OFFICE

VEHICLE ASSIGNMENT PROGRAM

- The individual assignment of patrol vehicles to Deputies is a management program intended to reduce fleet costs.
- Patrol vehicles will be assigned to individual Deputies.
 - Deputies that live in Kings County will be allowed to drive their assigned vehicles home.
 - Deputies that do not live in Kings County will park their assigned vehicle at a Kings County Sheriff's Office facility.
- Deputies will be responsible for insuring maintenance and proper care (including cleaning) of the vehicles as they would any piece of equipment issued to them.
- Be dressed in uniform or dressed in appropriate civilian attire for Court appearance.
- Participation in this program is a privilege - not a benefit.
- Driving the vehicle to and from work is a privilege and Deputies are not to be compensated for this commute time.
- Deputies encountering situations requiring action as a law enforcement officer during their commute to or from work will:
 1. Follow Department procedures.
 2. Notify the on-duty supervisor of the situation as soon as feasible.
 3. Write a miscellaneous or crime report on all enforcement activities.
- Deputies will be compensated for actual time (at time and one half) for duties performed during these contacts. The time will not be at a Call Back rate.
- The program will be phased in over an approximate three year period if the program is approved by B.O.S. and proves to be cost effective.
- Phase I will entail the assignment of eight vehicles for a feasibility study. The study will compare costs of assigned vehicles to line vehicles, a report will be generated with results at the end of this study (approximately 9 to 12 months).
- Full implementation of the program will be contingent on test results indicating cost effectiveness.
- Assignment of vehicles during the feasibility study and the phase-in period is a management prerogative.
- Only Sheriff's Office employees will be allowed to ride along in assigned vehicles. The only exception to this would be ride along approvals.

**SIDE LETTER BETWEEN COUNTY OF KINGS (COUNTY) AND
THE DEPUTY SHERIFF ASSOCIATION (DSA)**

June 25, 2014

For purposes of DSA related recruitments, the County and DSA hereby agree departmental promotional lists may be extended for up to six months even if the list has already been established.

The County and DSA hereby agree to amend the Kings County Personnel Rules Chapter 4 "Selection Process", Section 4012.1 "Departmental Promotional Recruitment-Employment Lists" as follows:

4012 Types of Recruitment - Employment Lists

The type of recruitment to be conducted for a given job classification is dependent upon the location and level of the vacancy. The Personnel Department determines after consultation with the department involved, where appropriate, which type of recruitment will be conducted and employment lists created, based on the guidelines described below:

4012.1 Departmental Promotional Recruitment-Employment Lists

This type of recruitment may be conducted to fill promotional vacancies above the working or experienced level in a class series which exists in only one department. The applicant group is limited to employees in the classified service who are employed by the department requesting to fill a vacancy and who meet the minimum qualifications specified on the announcement.

The Department Promotional employment list resulting from the examination is a list in rank order of final scores. ~~Such list is established for a duration of six months provided that the Director may designate a longer duration up to one year.~~
Such lists are established for a duration of six months. They may be extended for a like period.

4012.2 General Promotional Recruitment - Employment Lists

This type of recruitment may be conducted to fill promotional vacancies above the working or experienced level in a class series. The applicant group is limited to employees in the classified service who meet the minimum qualifications specified on the announcement.

The Promotional employment list resulting from the examination is a list of rank order of final scores. Promotional employment lists are established for a duration of six months. They may be extended for a like period.

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.

DSA:

COUNTY:

Original signatures kept on file

Original signatures kept on file

**LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION
April 2015**

The County and the POA agree that a 1/10th of an hour rounding rule shall be applied to timekeeping processes for all hourly employees. Therefore the County and the POA 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

**LETTER OF AGREEMENT BETWEEN THE COUNTY OF KINGS
AND
KINGS COUNTY DEPUTY SHERIFFS' ASSOCIATION (DSA)
January 13, 2017**

This is to confirm that the Kings County Deputy Sheriff's Association (DSA) 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.

Kings County Deputy Sheriff's Association (DSA) 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.

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.

Understood and agreed to:

FOR THE DSA:

FOR THE COUNTY:

Original Signatures kept on file

Original signatures kept on file

H:MOU/LOA/DSA 17-01

APPENDIX B
ADMINISTRATIVE APPEAL PROCEDURE
DEPUTY SHERIFFS' ASSOCIATION

Administrative Appeal Procedure

Appeals of Written Reprimands of Public Safety Officers and Firefighters

A written reprimand is not appealable unless appeal rights are required by law. Pursuant to Government Code Sections 3254(b) and 3304(b), an employee serving as a public safety officer or firefighter who receives a written reprimand shall be entitled to an administrative appeal of the reprimand if they have successfully completed their probationary period. The local rules governing such appeals are as follows:

Appeal of Written Reprimands

Employees must notify their department head in writing of their demand for an administrative appeal within five business days after service of the reprimand. Failure to make a timely written request shall result in the forfeiture of the employee's right to an appeal. Employees shall not be entitled to appeal the reprimand prior to service of the reprimand.

Hearing Officer

The employee's department head or the department head's designee shall serve as the hearing officer for the appeal. No person, including the department head, may sit as a hearing officer if they initiated or actively participated in the decision to issue the written reprimand.

The Hearing

Strict rules of evidence do not apply; the hearing officer may rely on any information produced at the hearing that a reasonable person may consider in making an informed decision.

The individual issuing the reprimand shall have the burden to establish by a preponderance of the evidence that the reprimand was appropriate and reasonable under the circumstances.

The parties may present evidence through documents and testify on their own behalf.

The parties shall not be entitled to confront and cross-examine witnesses.

The proceeding may be recorded at the request of either party.

Employees may be represented by a personal representative or attorney of his or her choice. All costs associated with such representation shall be borne by the employee.

The rules contained herein are the minimum requirements for such hearings. However, the parties may mutually agree at any time prior to the commencement of the hearing to waive any requirements set forth in these rules.

The Decision

Within thirty working days of the hearing, or as otherwise agreed to by the parties, the hearing officer shall issue a written statement of decision and state the evidence relied upon and the basis for the determination.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 20, 2021

SUBMITTED BY: Human Services Agency – Sanja Bugay/Antoinette Gonzales

SUBJECT: AGREEMENT WITH THE KINGS COUNTY COMMISSION ON AGING COUNCIL AS AN ASSISTER WITH THE MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT

SUMMARY:

Overview:

The Human Services Agency (HSA) is requesting approval to enter into a new agreement with the Kings County Commission on Aging (KCCOA) Council to continue to provide assistance in the implementation of the Department of Health Care Services (DHCS) Medi-Cal Health Enrollment Navigators Project. On January 14, 2020, HSA received Board approval to accept grant funds from DHCS to implement the Medi-Cal Health Enrollment Navigators Project in Kings County. On September 16, 2020, the Board approved (Board Agreement #206) HSA to contract with KCCOA to provide application assistance.

Recommendation:

Approve an Agreement with the Kings County Commission on Aging Council to provide continued Medi-Cal outreach and assistance for the Medi-Cal Health Enrollment Navigators Project, retroactively effective from July 1, 2021 to June 30, 2022.

Fiscal Impact:

There will be no impact to County General Fund with this agreement. The budget of this agreement for Fiscal Year (FY) 2021-2022 is \$54,317. Expenses under this agreement will be offset with federal and state revenues. Sufficient appropriations and revenues for this agreement are included in the Department's FY 2021-2022 Recommended Budget in Budget Unit 510000 (Human Services

(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 WITH THE KINGS COUNTY COMMISSION ON AGING COUNCIL AS AN ASSISTANT WITH THE MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT

July 20, 2021

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Administration), Account 92049 (Medi-Cal Program) and Account 92037 (Medi-Cal Navigators Project).

BACKGROUND:

Medi-Cal is a public health insurance program that pays for a variety of medical services for children and adults with low income and limited resources. Medi-Cal is California's Medicaid program, funded by the state and federal government and administered by DHCS.

DHCS received authority, established by Assembly Bill (AB) 74 (Chapter 23, Statute 2019), for Medi-Cal navigation through outreach. AB 74 provided DHCS a \$60 million appropriation, 50 percent state and 50 percent federal, to implement Medi-Cal navigation services for a two-year period beginning January 1, 2020, to March 31, 2022. On January 14, 2020, HSA received Board approval to accept grant funds from the DHCS Medi-Cal Health Enrollment Navigators Project to add additional strategies to provide Medi-Cal services within Kings County to the most vulnerable population residing in areas where poverty is high and public transportation is not easily accessible. HSA's work plan includes working with local family resource centers, community based organizations and medical facilities to provide additional support and assistance to the underserved by facilitating the process to access and maintain Medi-Cal benefits. On September 16, 2020, the Board approved a contract (Board Agreement #206) with KCCOA for Medi-Cal and CalFresh outreach and application assistance and support. HSA is requesting to retroactively approve this agreement with KCCOA to continue as an application assister. This newly requested agreement spans from July 1, 2021, through June 30, 2022 with a total budget of \$54,317.

KCCOA is a private, non-profit organization that provides an array of services and assistance to individuals 60 years or older. KCCOA has a service site located in Armona, but services are offered to all of Kings County's residents. Services include bilingual assistance with the Medi-Cal and CalFresh application and annual renewal process, which entails collecting verifications needed to complete the determination of benefits. KCCOA accommodates the individual's preference of utilizing the Consortium IV (CIV) C4Yourself online portal or paper application option for those who prefer that process. Since the beginning of the Coronavirus Disease 2019 (COVID-19) pandemic, KCCOA had to close their office doors to the public and stop all public events; they began conducting phone interviews and scheduling appointments to collect signatures and verifications, and home visits when the applicant is unable to be in-person. On a monthly basis, KCCOA distributes food to over 400 elderly clients through the Meals-on-Wheels program; each client also receives a packet with helpful information, which includes information regarding the assistance to the Medi-Cal and CalFresh programs. To date, KCCOA has enrolled an average of five individuals per month. Once the current public health emergency order ends and normal activities resume, KCCOA will add Medi-Cal and CalFresh outreach in their community events venues.

In an effort to engage as much of the eligible population as possible and to best serve this population, Medi-Cal and CalFresh assistance will be conducted by mail, fax, in person, home visits, and through the online C4Yourself portal.

Agenda Item

AGREEMENT WITH THE KINGS COUNTY COMMISSION ON AGING COUNCIL AS AN ASSISTANT WITH THE MEDICAL HEALTH ENROLLMENT NAVIGATORS PROJECT

July 20, 2021

Page 3 of 3

The Purchasing Manager has previously approved a Sole Source Justification Request for this contractor. For the sake of progress gained through past activities and maintaining continuity of existing services, HSA is looking to continue the relationship with KCCAO.

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

COUNTY OF KINGS

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into on _____, 2021 between the County of Kings, a political subdivision of the State of California ("County"), and Kings County Commission on Aging Council, a California non-profit corporation ("Contractor") (collectively the "Parties").

RECITALS

WHEREAS, County requires services to assist the elderly (adults 60 plus years or older with applying for Medi-Cal and CalFresh; and

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

NOW, THEREFORE, the Parties agree:

1. SCOPE OF SERVICES

County engages Contractor and Contractor shall do, perform, and carry out the services 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** 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

County shall compensate Contractor as set forth in **Exhibit B** for services rendered under this Agreement. County shall not pay, nor is Contractor entitled to any additional consideration, compensation, or other remuneration.

All funds provided under this Agreement must be completely expended by June 30, 2022. The County's obligation to make payments to Contractor is contingent upon receipt of federal

and state funds. Program activities and funding allocations are subject to immediate reduction or termination by the County if funding is reduced or the funding authorization is terminated.

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 thirty (30) calendar days following the end of the month in which services were delivered. Contractor shall submit its billing to County in a format specified by County and documented in such reasonable detail, as the County's Auditor requires to establish the funds were expended for the intended purposes of this Agreement.

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 thirty (30) calendar days after timely receipt of the expenditure and statistical reports for each preceding calendar month.

County shall make final payment upon receipt of the reconciled expenditure and statistical reports for the period ending June 30th, 2022. Final billing for all costs of the Agreement must be submitted before July 10th, 2022. 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 or 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 July 1, 2021 and terminates on June 30, 2022, unless otherwise terminated in accordance with its terms.

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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 Human Services Agency 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 this Agreement immediately, or on the date specified in the Notice of Default, or authorize 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 or 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 by reason 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. This Agreement is by and between two (2) 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 of 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 of Compliance with County – Non Discrimination attached as **Exhibit C**.

Contractor shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act (HIPAA) and its regulations as

amended. Contractor shall execute and comply with the HIPAA Business Associate Agreement attached as **Exhibit 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 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 Contractor shall not subcontract any of the work under this Agreement, without first obtaining the County's written consent, subject to any required state or federal approval.

///

16. ASSIGNMENT

Contractor shall not assign this Agreement without first obtaining the County's written consent, subject to any required state or federal approval. Contractor's assignment of any money owed under this Agreement does not constitute an assignment.

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 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 county.

19. NOTICE

The Parties shall notify the other party in writing regarding performance of this Agreement by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed to:

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:

Bobbie Wartson, Director
Kings County Commission on Aging
P.O. BOX 598
Armona, Ca 93202
Phone No: (559) 852-4856

Notice given by: i) personal delivery is effective on the date of personal delivery; ii) fax is effective on the date of the fax is sent; c) overnight carrier is effective on the date of delivery; iii) e-mail is effective on the date it was sent, with read receipt acknowledgment; iv) mail is effective five (5) days after the date of mailing, or the date reflected on 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 D.

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.

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 agree that the electronic signatures by their respective signatories are intended to authenticate such signatures and to 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

**KINGS COUNTY COMMISSION ON
AGING COUNCIL**

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

By: Bobbie Wartson
Bobbie Wartson, Director

ATTEST:

Catherine Venturella, Clerk to the Board

Approved and Endorsements Received:

Sande Huddleston
Sande Huddleston, Risk Manager

Reviewed and Recommended for Approval:

Sanja K. Bugay
Sanja K. Bugay, Director HSA

APPROVED AS TO FORM:
Lee Burdick, County Counsel

By: Lindy Crose Kliever 06/04/2021
Cindy Crose Kliever
Deputy County Counsel

Atonya Moore
Atonya Moore, Fiscal Program Manager

Exhibits/Attachments:

Exhibit A: Scope of Work

Exhibit B: Budget

Exhibit C: Assurance of Compliance with County – Non Discrimination

Exhibit D: Kings County ADA Grievance Procedures

Exhibit E: HIPPA Business Associate Exhibit

Exhibit F: Monthly Data Report

Exhibit G: Quarterly Progress Report Instructions

EXHIBIT A

Scope of Work

STATEMENT OF PURPOSE:

Contractor shall provide assistance with the Medi-Cal and CalFresh Program applications and annual redetermination process by utilizing the online C4Yourself portal and/or in-person service to individuals aged 60 years or older.

CONTRACTOR RESPONSIBILITIES:

The Contractor shall assist the elderly population with enrollment and retention services through outreach activities for the Medi-Cal and CalFresh programs at their facility located in Armona or at any other area within Kings County identified with assistance needs. Enrollment consists of completing an application and/or collecting the documentation needed to facilitate the processing of the application and benefits by the Human services Agency's Eligibility Worker. Retention services consists of assisting with the completion of the annual redetermination packet and/or collecting all the documentation needed to ensure there is no interruption in benefits.

The Contractor shall maintain sufficient qualified staff who are, at a minimum, bilingual in Spanish to provide high-level customer service to Kings County's residents by phone, in person, or appointment. Services shall be available Monday through Fridays during operating hours. The Contractor will engage and enroll an average of five applications per month.

The Contractor shall assist the applicants to create an online C4Yourself account. The Contractor shall utilize the C4Yourself portal as the primary port when submitting applications and verifications. Other venues available to submit applications and/or verifications are; in-person, mail in, or by fax. Verifications collected from the beneficiary shall be submitted to the Human Services Agency within 24 hours of having possession of such information.

Assistance with retention of benefits will consist of the Contractor receiving a list from the Human Services Agency with the names and phone numbers of individuals who failed to complete the annual redetermination process. The contractor shall assist by successfully collecting the necessary information to complete the annual renewal process to a minimum of 5% of the recipients from the list. The Contractor will receive the first list once the current COVID-19 Public Health Emergency Order ends and the County receives guidance from the California Department of Health Care Services to resume the Medi-Cal annual redetermination process.

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REPORTING REQUIREMENTS

The contractor agrees to maintain a record of service that specifies those services provided on behalf of the County. The Contractor shall submit to the County the following reports:

- Monthly Data Report: Contractor shall submit a “Monthly Data Report” by the tenth day of each calendar month. The Monthly Data Report is attached as **Exhibit F**.
- Quarterly Progress Report: Contractor shall submit a “Quarterly Progress Report” by the tenth day after the end of each Fiscal Year’s quarter. The first Quarterly Progress Report is due by October 10, 2021. The Quarterly Progress Report is attached as **Exhibit G**. The attached Quarterly Progress Report is guidance for Contractor to assist when completing the progress report. The report is necessary to measure and document progress and performance objectives. The County reserves the right to request reports more frequently than quarterly if needed, but no more than once a month. Below is a breakdown of the fiscal year’s quarters:
 - Fiscal Year Quarters
 - Q1: July – September
 - Q2: October – December
 - Q3: January – March
 - Q4: April – June

COUNTY RESPONSIBILITIES

The County will provide adequate, up-to-date training to staff whom will be conducting activities for the Medi-Cal and Cal-Fresh programs. Training will include C4Yourself and knowledge of the required forms for both programs.

The County shall provide the Contractor with the Monthly Data Report template, **Exhibit F**. The County will provide necessary training on how to complete the report.

The County shall provide the Contractor with a guideline template to assist when completing the Quarterly Progress Report, **Exhibit G**.

By the 21st of each month, once the COVID-19 Public Health Emergency Order ends, the County will provide the Contractor with a list of individuals who have not completed the annual renewal process.

Referral: The County will refer customers to contractor when necessary.

JOINT RESPONSIBILITIES

Each party to this Agreement shall designate a contact person whose primary responsibility is as the liaison responsible for carrying out this Agreement.

The County and Contractor will conduct joint monthly meetings. The focus of these meetings will be for problem-solving, reviewing outcomes and budget status, and developing plans for a joint resolution to ensure a successful plan completion.

EXHIBIT B

Kings County Commission on Aging Organization Operating Budget for FY 2021-2022

Medi-Cal and CalFresh Application Assistance Program	
	Total
Personnel	
Director (5%)	\$ 6,134
Administrative Assistant (5%)	\$ 3,738
Com Service Specialist (20%)	\$ 9,638
Outreach Coordinator (8%)	\$ 4,338
Program Clerk (10%)	\$ 2,338
Nutrition Program Coordinator (8%)	\$ 3,888
Total Salary	\$ 30,074
Tax/Fringe Benefits	
Payroll Taxes/Fringe Benefits	\$ 8,925
Total Tax/Benefits	\$ 8,925
Total Personnel	\$ 39,002
<u>Staff Travel/Training</u>	\$ 1,677
Other Costs	
Building Space/Lease (12%)	\$ 6,000
Advertising	\$ 100
Car Expenses	\$ 600
Communication	\$ 2,000
Insurance	\$ 900
Maintenance/Repairs	\$ 588
Postage/Delivery	\$ 150
Printing	\$ 200
Professional Services	\$ 1,100
Utilities	\$ 800
Supplies	\$ 1,200
Total Other Costs	\$15,315
Total Program Expenses	\$ 54,317

Exhibit C

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

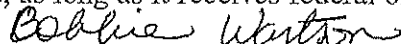
ASSURANCE OF COMPLIANCE IN STATE AND FEDERAL ASSISTANCE PROGRAMS.

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

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

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

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



Bobbie Wartson

Kings County Commission on Aging

Exhibit D

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.

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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.)

Exhibit E

HIPPA Business Associate Exhibit

I. Recitals.

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

B. The County of Kings ("County") wishes to, or may, disclose to Kings County Commission on Aging Council ("Business Associate") certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.

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

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

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

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

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

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

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

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

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

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

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

2) *Type of Services to be Provided by the Business Associate* Business Associate will assist elderly with applying for Medi-Cal and CalFresh. Said services are set forth in the Scope of Work, attached to the Agreement as Exhibit A.

III. Responsibilities of Business Associate.

Business Associate agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement to which it is incorporated.

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

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

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

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

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

IV. Obligations of County.

County agrees to:

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

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

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

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

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

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

A. Failure to detect or

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

VI. **Termination.**

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

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

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

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

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

C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or

created or received by Business Associate on behalf of County) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions.

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

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

- 1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or
- 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

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

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

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

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

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

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

Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

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

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

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

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

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

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

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

H. *Patch Management.* All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release.

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

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

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

II. System Security Controls.

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

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

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

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

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

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

III. Audit Controls.

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

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

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

IV. Business Continuity / Disaster Recovery Controls.

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

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

V. Paper Document Controls.

A. *Supervision of Data.* County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

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

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

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

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

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

Worker Name: _____

County/CBO Name: _____

Report Month-Year: _____

Date Submitted: _____

Kings County commission on Aging Corporation FY 2021-2022
Human Services Agreement # 206

Exhibit G

Quarterly Progress Report Instructions

Facility Name: _____ Quarter: _____

Instructions: Report the progress your facility achieved during the quarter and year-to-date (YTD) towards each work plan objective. This report is comprised of a brief narrative.

Narrative

- ☐ Describe the activities carried out this reporting period to meet the objectives, as described in your work plan. Briefly describe indicators or benchmarks used and progress to date.
 - o What did you accomplish during this reporting period? Did you use indicators or benchmarks to determine your progress? How many Medi-Cal enrollments resulted from your Medi-Cal Navigators Project efforts?
- ☐ Describe any practices or innovative strategies that were successful and can serve as a model for others.
- ☐ Describe project activities or successes not identified in the work plan that were a spin off of work plan activities.
- ☐ Describe which, if any, proposed activities were not completed.
 - o If the activities completed differ from your proposal, what caused these changes? Were activities delayed and if so, why? Will these activities be completed? When and how? Are there any activities you will not be able to complete during the course of your grant?
- ☐ Describe any products developed and data sources used.
- ☐ Describe population group impacted by your Navigators Project efforts.
- ☐ Describe any challenges or barriers encountered and proposed solutions.
- ☐ Describe whether the County assisted or failed to assist you in any way during this time period.
 - o Has the County's instructions and messages been consistent or have you gotten different messages from different County staff?
- ☐ If you chose to do so, describe anything else you would like to share with the County pertaining to the Medi-Cal Health Navigators Project.



COUNTY OF KINGS BOARD OF SUPERVISORS

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

AGENDA ITEM July 20, 2021

SUBMITTED BY: Department of Public Health – Edward Hill

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 July 20, 2021

SUBMITTED BY: Administration – Larry Spikes/Kyria Martinez
County Counsel – Carrie Woolley/Diane Freeman

SUBJECT: REDISTRICTING PUBLIC HEARING

SUMMARY:

Overview:

The County is required as part of its 2021 redistricting process to hold four public hearings to engage the public in its redistricting process. The County has scheduled July 20, 2021 for its first redistricting public hearing.

Recommendation:

Conduct a public hearing for the County's 2021 supervisorial redistricting process.

Fiscal Impact:

None.

BACKGROUND:

Four public hearings are required as part of the County's redistricting process. Public hearings are tentatively scheduled for July 20, August 31, and December 7, 2021 during the regular Board of Supervisors meetings. A public hearing will also be held the evening of November 2, 2021. At today's hearing, the County's redistricting consultant National Demographics Corporation (NDC) will introduce to the public and facilitate discussion on: (1) the redistricting process with the planned timeline for public hearings; (2) the rules and goals governing the redistricting process; (3) how to define neighborhoods; (4) how to define communities of interest; and (5) the options available for public mapping and map review. The County will provide at the hearing live Spanish language translation.

(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

REDISTRICTING PUBLIC HEARING

July 20, 2021

Page 2 of 2

Members of the community have been encouraged to participate. The County issued a Press Release to kick off the redistricting process and unveil the public hearing dates. Notice of today's hearing was published on the County's website www.RedistrictKings.com at least five (5) days in advance. It has additionally been promoted online through social media, as well as with a flyer that was both posted online and distributed to local community groups and members via email. Flyers were also displayed on County facility counters. Public hearing notice was also published in the Hanford Sentinel on July 15, 2021. Upon conclusion of the hearing, the County will make available online recordings or written summaries of the public hearing.



NDC
National Demographics Corporation



REDISTRICT KINGS

County of Kings Introduction to Redistricting

July 20, 2021

Dr. Jeff Tilton, Senior Consultant
National Demographics Corporation

Redistricting Process

Step	Description
Two Initial Hearings July 20 & August 31 10:00 a.m.	<ul style="list-style-type: none"> Held prior to release of draft maps Educate and to solicit input on the communities in the Districts
Census Data: Mid/Late August	<ul style="list-style-type: none"> Census Bureau releases official 2020 Census population data.
California Data: Early October 2021	<ul style="list-style-type: none"> California Statewide Database releases California's official 'prisoner-adjusted' 2020 redistricting data.
Draft Map Hearing November 3 6:30 p.m.	<ul style="list-style-type: none"> Discuss and revise the draft maps Discuss the election sequence Draft maps due: October 20, 5 p.m. Draft maps posted to website by October 27, 5 p.m.
Draft Map Hearing December 7 10:00 a.m.	<ul style="list-style-type: none"> Discuss and select a map Discuss and determine the election sequence; first reading of ordinance Draft maps due: November 22, 5 p.m. Draft maps posted to website by November 29, 5 p.m.
Map Adoption December 14 10:00 a.m.	<ul style="list-style-type: none"> Final map adopted via second reading of ordinance

Redistricting Rules and Goals

1. Federal Laws

Equal Population
Federal Voting Rights Act
No Racial Gerrymandering



2. California Criteria for Counties

1. Geographically contiguous
2. Undivided neighborhoods and “communities of interest”
(Socio-economic geographic areas that should be kept together)
3. Cities and CDP’s
4. Easily identifiable boundaries
5. Compact
(Do not bypass one group of people to get to a more distant group of people)

Prohibited:

“Shall not favor or discriminate against a political party.”



July 20, 2021

3

Defining Neighborhoods

1st Question: what is your neighborhood?

2nd Question: what are its geographic boundaries?

Examples of physical features defining a neighborhood boundary:

- Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- Areas around parks or schools
- Other neighborhood landmarks

In the absence of public testimony, planning records and other similar documents may provide definition.



July 20, 2021

4

Beyond Neighborhoods: Defining Communities of Interest

1st Question: what defines your community?

- Geographic Area, plus
- Shared issue or characteristic
 - Shared social or economic interest
 - Impacted by county policies
- Tell us “your community’s story”

2nd Question: Would this community benefit from being “included within a single district for purposes of its effective and fair representation”?

- Or would it benefit more from having multiple representatives?

Definitions of Communities of Interest may not include relationships with political parties, incumbents, or political candidates.



July 20, 2021

5

Beyond Neighborhoods: Communities

Under the California Elections Code, “community of interest” has a very specific definition in the context of districting and redistricting cities and counties:

A “community of interest” is a population that shares common social or economic interests **that should be included within a single district for purposes of its effective and fair representation.**

Communities of interest do not include relationships with political parties, incumbents, or political candidates.

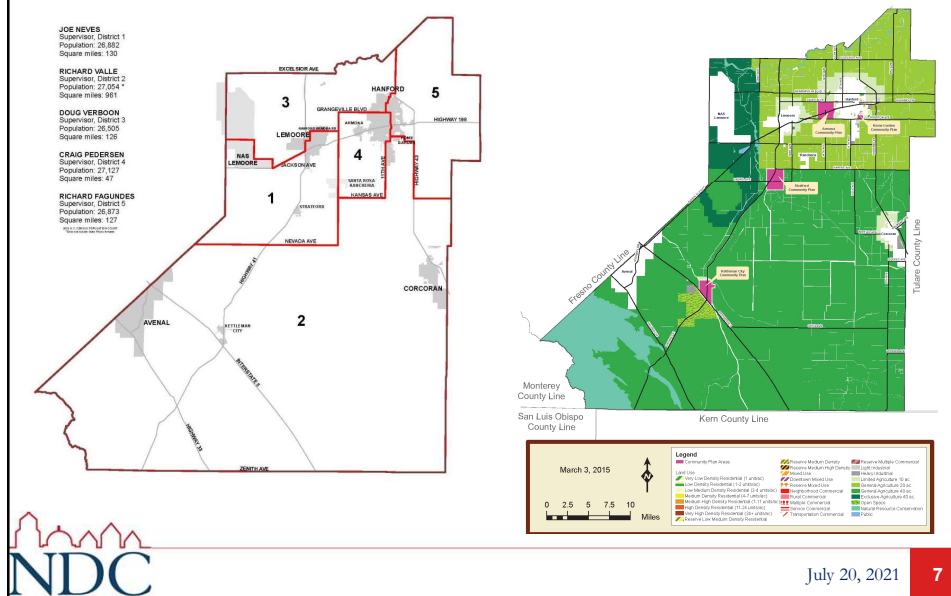
(emphasis added)



July 20, 2021

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Possible Neighborhoods / Communities



Public Mapping and Map Review Tools

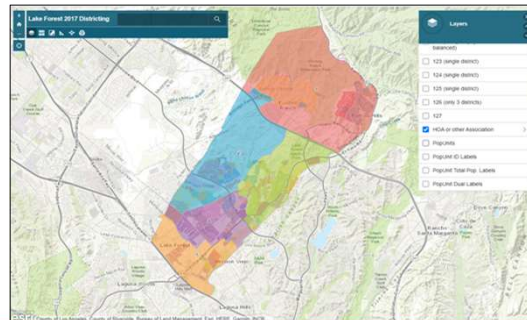
- Different tools for different purposes
- Different tools for different levels of technical skill and interest
 - Simple “review draft maps” tool
 - Easy-to-use “Draw your neighborhood” tool
 - Paper- and Excel-based simple “Draw a draft map” tools
 - Powerful, data-rich “Draw a draft map” tool

Whether you use the powerful (but complicated) online mapping tool, Excel, the paper kit, or just draw on a napkin, we welcome your maps!

Simple Map Review Tool

Online Interactive Review Map

- ESRI's "ArcGIS Online" – similar to Google Maps in ease of use
- Used to review, analyze and compare maps, not to create them
- Includes overlays of "community of interest" and other Story Map data
- [Sample map from Lake Forest](#)



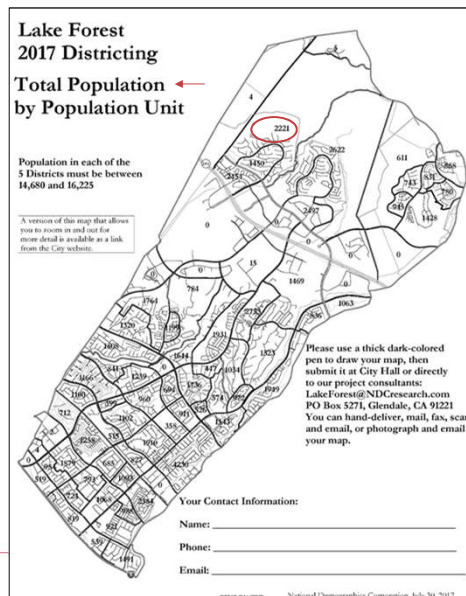
July 20, 2021

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Simple Map Drawing Tool

Paper "Public Participation Kit"

- For those without internet access or who prefer paper
- Total Population Counts only – no demographic numbers
- Geographic units would be tracts, CDP's and smaller cities



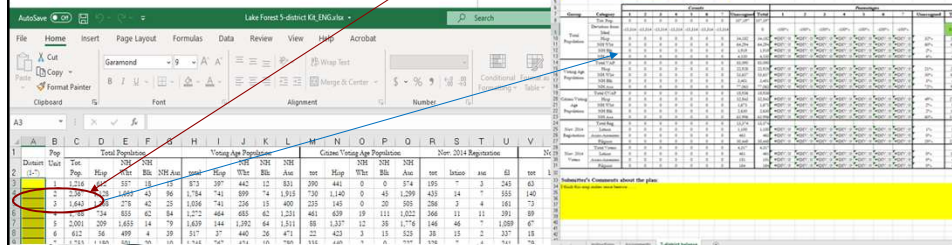
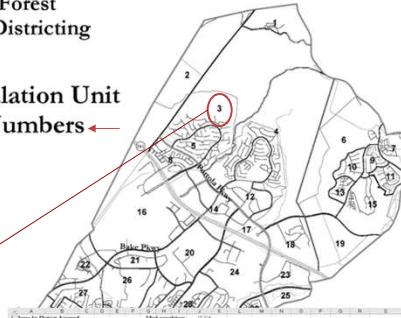
Simple Map Drawing Tool + Excel Supplement

“Public Participation Kit”

- For those who know Excel and do not wish to use online tools
- Adds CVAP data
- Excel does the math
- Geographic units would be tracts, CDP's and smaller cities

Lake Forest 2017 Districting

Population Unit ID Numbers



DistrictR

“Draw Your Community of Interest” focus

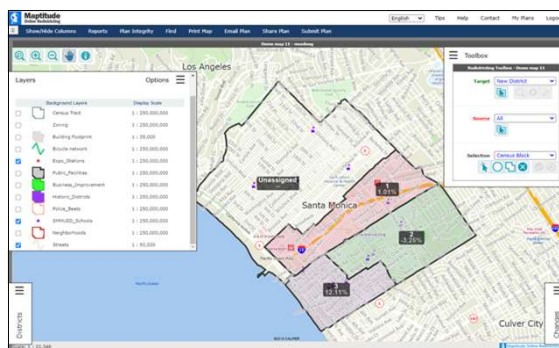
- Also includes simple district-mapping tool
- Only available in English
- Similar external options: Representable.org, DrawMyCACommunity.org



Caliper's "Maptitude Online Redistricting"

Full Database, Powerful Online Mapping Tool

- Powerful, common, data-rich online tool
- Six language options: English, Spanish, Portuguese, Vietnamese, Mandarin and Korean
- [Quick Start Guide](#)



July 20, 2021

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Share Your Thoughts

Website

www.RedistrictKings.com

Phone

559.852.2445

Email

redistricting@co.kings.ca.us



July 20, 2021

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Stay Connected

Website

www.RedistrictKings.com

Instagram

[instagram.com/redistrictkings](https://www.instagram.com/redistrictkings)

Facebook

[facebook.com/RedistrictKings](https://www.facebook.com/RedistrictKings)

Twitter

twitter.com/RedistrictKings



July 20, 2021

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Public Hearing & Discussion

What is your neighborhood and what are its boundaries?

What other notable areas are in the County and its Cities,
and what are their boundaries?

Any questions about the mapping tools?

SECOND PUBLIC HEARING (August 31, 2021)

Discussion, then Action:

Vote on areas that meet each AB 849 definition:

- “neighborhoods”
- “communities of interest . . . that should be included within a single district for purposes of its effective and fair representation.”



July 20, 2021

16




REDISTRIC KINGS

Condado de Kings

Introducción a la Redistribución de Distritos

20 de julio de 2021

Dr. Jeff Tilton, Consultor Sénior
National Demographics Corporation

Proceso de Redistribución de Distritos

Paso	Descripción
Dos audiencias iniciales 20 de julio & 31 de agosto 10:00 a.m.	<ul style="list-style-type: none"> Organizado antes de la publicación de los borradores de mapas Educación y solicitar información sobre las comunidades de los distritos.
Dato de Censo: Mediados/finales de agosto	<ul style="list-style-type: none"> La Oficina del Censo publica datos oficiales de población del Censo 2020.
Datos de California: Principios de octubre de 2021	<ul style="list-style-type: none"> La base de datos estatal de California publica los datos oficiales de redistribución de distritos de 2020 "ajustados por prisioneros" de California.
Audiencia del borrador del mapa 3 de noviembre 6:30 p.m.	<ul style="list-style-type: none"> Discutir y revisar los borradores de mapas Discutir la secuencia de las elecciones Fecha límite de los borradores de mapas: 20 de octubre a las 5 p.m. Borradores de mapas publicados en el sitio web antes del 27 de octubre a las 5 p.m.
Audiencia del borrador del mapa 7 de diciembre 10:00 a.m.	<ul style="list-style-type: none"> Discutir y seleccionar un mapa Discutir y determinar la secuencia de elecciones; primera lectura de la ordenanza Fecha límite de los borradores de mapas: 22 de noviembre a las 5 p.m. Borradores de mapas publicados en el sitio web antes del 29 de noviembre a las 5 p.m.

Reglas y Metas de Redistribución de Distritos

1. Leyes Federales

Igualdad de Población
Ley Federal de Derechos Electorales
Sin la manipulación racial de distritos injustos electorales



2. Criterios de California para Condados

1. Geográficamente contiguo
2. Vecindario indiviso y "comunidades de interés"
(Áreas geográficas socioeconómicas que deben mantenerse juntas)
3. Ciudades y los CDP
4. Límites fácilmente identificables
5. Compacto
(No omita un grupo de personas para llegar a un grupo de personas más distante)

Prohibido:

"No favorecerá ni discriminará a un partido político."



20 de julio de 2021

3

Definición de Vecindario

Primera Pregunta: ¿cuál es tu vecindario?

Segunda Pregunta: ¿cuáles son sus límites geográficos?

Ejemplos de entidades físicas que definen un límite de un vecindario:

- Líneas divisorias naturales del vecindario, como carreteras o carreteras principales, ríos, canales y colinas
- Áreas alrededor de parques o escuelas
- Otros puntos de referencia del vecindario

En ausencia de testimonio público, los registros de planificación y otros documentos similares pueden proporcionar definición.



20 de julio de 2021

4

Más Allá de los Vecindarios Definiendo Comunidades de Interés

Primera Pregunta: ¿qué define a tu comunidad?

- Área geográfica
- Problema o característica compartida
 - Interés social o económico compartido
 - Impactado por las políticas del condado
- Dinos "la historia de tu comunidad"

Segunda Pregunta: ¿Se beneficiaría esta comunidad de ser "incluida dentro de un solo distrito con el propósito de su representación efectiva y justa"?

- ¿O se beneficiaría más tener múltiples representantes?

Las definiciones de Comunidades de Interés no pueden incluir relaciones con partidos políticos, titulares o candidatos políticos.



20 de julio de 2021

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Más Allá de los Vecindarios: Comunidades

Según el Código Electoral de California, "comunidad de interés" tiene una definición muy específica en el contexto de distritos y redistribuciones de ciudades y condados:

Una "comunidad de interés" es una población que comparte intereses sociales o económicos comunes que deben incluirse dentro de un solo distrito para propósitos de su representación justa y efectiva.

Las comunidades de interés no incluyen relaciones con partidos políticos, titulares o candidatos políticos.

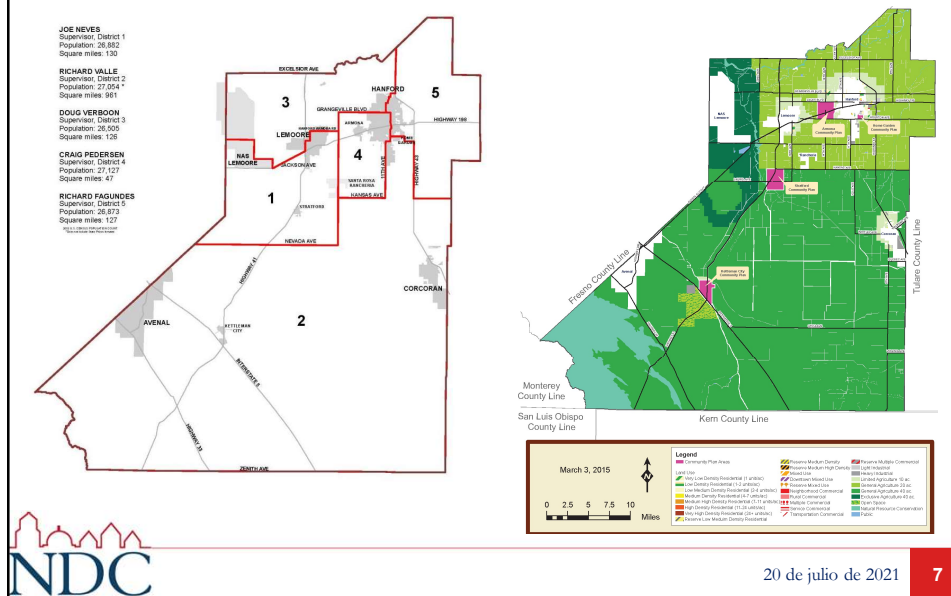
(énfasis añadido)



20 de julio de 2021

6

Posibles Vecindarios / Comunidades



Herramientas de mapeo público y revisión de mapas

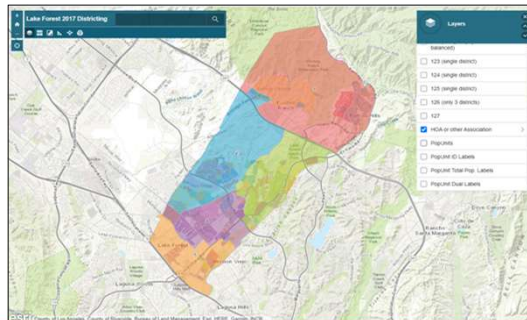
- **Diferentes herramientas para diferentes propósitos**
- **Diferentes herramientas para diferentes niveles de habilidad técnica e interés.**
 - Herramienta fácil para "revisar borradores de mapas"
 - Herramienta fácil de usar "Dibuja tu vecindario"
 - Herramientas fáciles para "Dibujar un borrador de mapa" basadas en papel y Excel
 - Herramienta poderosa y rica en datos "Dibujar un mapa preliminar"

Ya sea que use la poderosa (pero complicada) herramienta de mapas en línea, Excel, el kit de papel o simplemente dibuje en una servilleta, ¡le damos la bienvenida a sus mapas!

Herramienta de Revisión de Mapas Fácil

Mapa de revisión interactivo en línea

- "ArcGIS Online" de ESRI - similar a Google Maps en facilidad de uso
- Se utiliza para revisar, analizar y comparar mapas, no para crearlos.
- Incluye superposiciones de "comunidad de interés" y otros datos de Story Map
- [Mapa de muestra de Lake Forest](#)



20 de julio de 2021

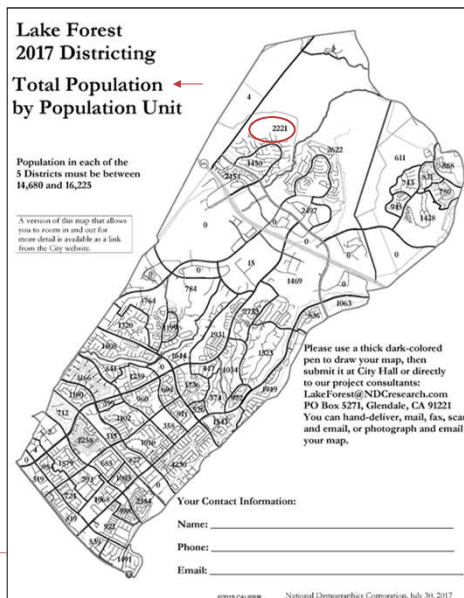
9

Herramienta de Dibujo de Mapa Fácil

Documento "Kit de participación pública"

Para aquellos no tienen acceso a el internet o prefieren el papel

- Solo recuentos de población total – sin números demográficas
- Las unidades geográficas serían zonas, CDP y ciudades más pequeñas.



©2017 CASAPUR National Demographics Corporation, July 30, 2017

Herramienta de Dibujo de Mapa Fácil + Suplemento de Excel

"Kit de Participación Pública"

- Para aquellos que conocen Excel y no desean utilizar herramientas en línea
- Agrega datos de CVAP
- Excel hace las matemáticas
- Las unidades geográficas serían zonas, CDP y ciudades más pequeñas.

Lake Forest 2017 Districting

Population Unit
ID Numbers



DistrictR

Enfoque "Dibuje su comunidad de interés"

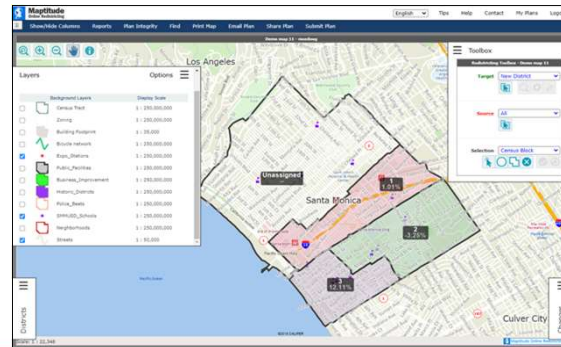
- También incluye una herramienta fácil de mapeo de distritos
- Solo disponible en inglés
- Opciones externas similares: Representable.org, DrawMyCACommunity.org



"Redistribución de Distritos en Línea de Maptitude" de Caliper

Base de Datos Completa, Poderosa Herramienta de Mapeo en Línea

- Herramienta en línea poderosa, común y rica en datos
- Seis opciones de idioma: inglés, español, portugués, vietnamita, mandarín y coreano
- [Guía de inicio rápido](#)



20 de julio de 2021

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Comparte Sus Pensamientos

Sitio Web

www.RedistrictKings.com

Teléfono

559.852.2445

Correo Electrónico

redistricting@co.kings.ca.us



20 de julio de 2021

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Mantente Conectado

Sitio Web

www.RedistrictKings.com

Instagram

[instagram.com/redistrictkings](https://www.instagram.com/redistrictkings)

Facebook

[facebook.com/RedistrictKings](https://www.facebook.com/RedistrictKings)

Twitter

twitter.com/RedistrictKings



20 de julio de 2021

15

Audiencia Pública y Discusión

¿Cuál es su vecindario y cuáles son sus límites?

¿Qué otras áreas notables hay en el Condado y sus Ciudades, y cuáles son sus límites?

¿Alguna pregunta sobre las herramientas de mapeo?

SEGUNDA AUDIENCIA PÚBLICA (31 de agosto de 2021)

Discusión, luego Acción:

Vote en las áreas que cumplen con cada definición de AB 849:

- “Vecindarios”
- “comunidades de interés. . . que debe incluirse dentro de un solo distrito a los efectos de su representación efectiva y justa.”



20 de julio de 2021

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